

PUBLIC AGREEMENT
on the provision of Web TV services
(User Agreement)

The information below is an official offer (public offer) of the Limited Liability Company "Maxnet" to any individual to conclude an agreement on the provision of telecommunications services (hereinafter - the "Agreement"). This Agreement is public that is, according to the Article 633 of the Civil Code of Ukraine, its conditions are the same for all consumers. Read carefully the text of this Agreement. Any questions regarding the provisions of the Agreement that are not clear to you, the procedure and conditions for obtaining services, you can find out at the customer service center or by phone: 0800-31-0-800

By performing actions aimed at obtaining telecommunication services provided for in this Agreement, you confirm that you understand, accept and agree to the terms of this offer.

The contract is considered concluded in accordance with the Art. 642 of the Civil Code of Ukraine and acquires the force of an accession agreement from the moment you perform the actions provided for in paragraph 1.2. of the Agreement that mean your full and unconditional acceptance of all the terms of the agreement without any exceptions and / or restrictions (acceptance).

Offer (public offer)

The text of the Agreement on the provision of services below is addressed to individuals permanently or temporarily residing in the territory of Ukraine, and is an official public offer (in accordance with the Article 641 of the Civil Code of Ukraine) of the Maxnet Limited Liability Company, which provides Web TV services, represented by Struchaieva A.S., acting on the basis of the Charter.

1. THE SUBJECT OF THE AGREEMENT

1.1. This agreement governs the relationship in the provision of services between the Subscriber and the Administrator:

1.1.1. The Administrator provides the Subscriber with Services — namely:

1.1.1. The Administrator, exclusively through his own telecommunications network, provides the Subscriber with the ability to access the Service, including the ability to access and / or listen to TV channels, as well as use other Web TV services in real time using Maxnet applications available on devices connected to the Administrator's network. In some cases, access to the Service or its individual elements may be limited due to the requirements of the current legislation or agreements between the Administrator and the copyright holders.

1.1.2. The Content means audiovisual, musical works, phonograms, TV channels, graphic, text and other materials, access to viewing of which is provided to Subscribers using the Online Cinema.

1.2. The offer agreement is considered concluded from the moment the Subscriber pays money for the services provided in accordance with one of the tariff plans established by the Administrator on its website (hereinafter referred to as the "Subscription fee"). This Agreement is considered concluded between the Administrator and the Subscriber from the moment of confirmation of the start of using the service in the form of paying a subscription fee (part 2 of the article 640, part 2 of the article 642 of the Civil Code of Ukraine). The Subscriber gets acquainted with the terms of this agreement in electronic form on the Administrator's website <https://maxnet.ua/>

2. TERMS AND PROVISION ON USING THE SERVICES

2.1. The Subscriber's access to the Service is provided at the Subscriber's address after the Subscriber has made an advance payment according to the cost of one of the established by the Administrator on his website tariff plans he/she has chosen.

2.2. The Subscriber understands and agrees that the Administrator can, at his own discretion and without special notice to the Subscriber, change the set and / or functionality of the Service.

2.3 The Subscriber's access to the Service is the following:

2.3.1. By installing the Administrator's applications on mobile devices, televisions and / or accessing the Service using multimedia devices with additional capabilities and installed Administrator's applications.

2.3.2. After installing the applications provided for in clause 2.3.1 of this Agreement, the Subscriber must perform authorization (registration) in the Administrator's billing system, which occurs as follows:

2.3.2.1. The Subscriber must indicate his/her own current personal account number in the window that appears for entering the personal account number.

2.3.2.2. After completing the authorization, the Subscriber must choose a subscription to the tariff plan that is optimal for him/her for further access to the Service.

2.3.2.3. After choosing the optimal tariff plan, the Subscriber pays for its cost using online banking, terminal systems or another method of electronic payment of funds in an amount sufficient to provide services until the end of the current calendar month.

2.4. Access to the Service is carried out on a prepaid basis in accordance to the tariff plan independently selected by the Subscriber or a subscription to the selected tariff plan, for a period of 1 month. By carrying out the actions provided for in clause 2.2 of this Agreement, the Subscriber acquires access to the Service provided by the Administrator, and its functionality corresponds to that indicated on the Administrator's website <https://maxnet.ua/>. At the end of the period, in the absence of the Subscriber's refusal to further services provision or the Subscriber's independent change of the tariff plan, the Subscriber's use of the Service in the future occurs automatically according to the tariff plan selected by the Subscriber, to which the Subscriber gives his/her consent starting to use the service.

2.5 By performing the actions provided for in clause 1.2 of the Agreement, the Subscriber confirms that he/she has reached the age of 18 or another age established as the minimum allowed in Ukraine to use the Service and to be able to pay for the provided by the Administrator Services. An individual who has not reached the required age undertakes to refrain from accessing the Service and from making payments for viewing it. Otherwise, responsibility for violation of the terms of this clause of the Agreement by an individual who has not reached the required age rests with parents, adoptive parents, guardians, trustees or other legal representatives in accordance with the current legislation of Ukraine. The Administrator is not responsible for the legality of access to the Service by the Subscriber/individual. If for any reason (except through the fault of the Administrator) the Subscriber does not use the access to the provided Service, the corresponding Service is considered to be provided properly.

2.6. The use of the Service by the Subscriber, any of its services and functions means the unconditional consent of the Subscriber with all clauses of this Agreement and the unconditional acceptance of its conditions and obligations imposed on the Subscriber under this Agreement. The fact that the Subscriber uses the Service, any of its services and functions, as well as the payment of a subscription fee under this Agreement for the Service is a full and unconditional acceptance of the terms of this Agreement, ignorance of which does not relieve the Subscriber from liability for non-compliance.

2.7. The Subscriber undertakes to become familiar with the terms of this Agreement and independently regularly monitor their changes (at least once every fourteen days) to become familiar with the content of this Agreement. Use of the Service after any changes to the Agreement means the Subscriber's consent to such changes and /or additions.

2.8. The Administrator reserves the right, at his own discretion, to change and (or) supplement the Agreement at any time, having previously notified the Subscriber of such changes 10 calendar days before the new changes on the Administrator's website begin to take effect, unless otherwise expressly specified in this Agreement. The current version of the Agreement is available on the Administrator's website <https://maxnet.ua/>

2.9. If the Subscriber does not agree to comply with the terms of this Agreement, he/she is obliged to terminate the use of the Service and inform the Administrator about the fact of termination.

2.10 If the Subscriber does not apply to the Administrator with an application for termination of the agreement and pays for the Administrator's services for the month from which the new tariffs are introduced after posting a message about changing the terms of the Agreement it is considered that by his/her silence and actions the Subscriber agrees with the new terms of the agreement and undertakes obligations to comply with the new edition of the Agreement.

2.11. The Subscriber does not acquire any rights to the content in the Service under this agreement.

3. INTELLECTUAL PROPERTY

3.1. All results of intellectual activity used and posted in the Service, as well as the Service itself, is the intellectual property of their legal owners and is protected by the legislation on intellectual property of Ukraine, as well as by the relevant international agreements and conventions. Any use of the results of intellectual activity posted on the Service (including elements of the visual design of the Software Service, symbols, texts, graphics, illustrations, photos, videos, programs, music, and other objects) without the permission of the Administrator or the copyright holder is illegal and may cause for legal proceedings and bringing violators to civil, administrative and criminal liability in accordance with the legislation of Ukraine.

3.2. Except for the cases established by the Agreement, as well as the current legislation of Ukraine, not a single result of intellectual activity posted on the Service can be copied (reproduced), processed, distributed, displayed in a frame, published, downloaded, transferred, sold or otherwise used in its entirety or in parts, without the prior permission of the Administrator or copyright holder.

3.3. Access to the results of intellectual activity posted on the Service is provided by the Administrator solely for personal non-commercial use without the right to reproduce (including copying / downloading / saving) such objects in the memory of the Subscriber's electronic devices, as well as without the right to other use not provided for in this Agreement, including their sale, modification, distribution in whole or in parts, etc. Commercial use, not provided for by this Agreement, is a

violation and may serve as a basis for prosecution in accordance with applicable law and this Agreement.

3.4. Any use of the Service or the results of intellectual activity posted on it, except as permitted in the Agreement, is strictly prohibited.

3.5. The Administrator reserves the right to remove from the Service any results of intellectual activity posted in it at any time, without notifying the Subscriber.

4. RIGHTS AND OBLIGATIONS OF THE ADMINISTRATOR

4.1. The duties of the Administrator are solely in ensuring the provision of the technical ability to obtain access to the Service for the Subscriber, within a specific address and for a selected list of IP addresses, in the manner specified in this Agreement. The Administrator has the right to bring information messages to the attention of the Subscriber.

4.2. The Administrator reserves the right, at its sole discretion, to change or delete any information published in the Service, as well as any elements and components of the Service, restrict or terminate the Subscriber's access to all or any of the sections of the Service at any time for any reason. At the same time, the Parties agree that the Administrator is not responsible for any damage that may be caused to the Subscriber by such actions.

4.3. The Administrator has the right to establish any restrictions on the use of the Service, at any time to change this Agreement unilaterally, without obtaining the consent of the Subscriber.

4.4. The administrator has the right to bring information messages to the attention of the Subscriber. In particular, the user can make phone calls to the Subscriber, insert a creeping line into the Service containing organizational, technical or other information related to the provision of the Service. Information can be delivered to the Subscriber in the form of messages both by e-mail and to a mobile phone, as well as in the form of telephone calls to the phone numbers specified by the Subscriber and e-mail specified at the conclusion of this Agreement.

4.5. The administrator undertakes:

- not to post any files that contain or may contain viruses and other malicious programs;
- not to post any information that violates the rights of third parties to objects of the results of intellectual activity in the Services.

5. RIGHTS AND OBLIGATIONS OF THE SUBSCRIBER

5.1. The Subscriber undertakes to use the provided services only for legal purposes, to comply with the current legislation of Ukraine and the rights and legitimate interests of the Administrator and copyright holders, as well as to timely and in full pay the subscription fee for using the services under this Agreement.

5.2. By using the services the Subscriber gives the Administrator his consent to receive information messages of any kind. Such information can be received by the Subscriber in the form of a creeping line when using the service, in the form of phone calls or messages to the Subscriber's mobile phone or e-mail.

5.3. Access to content as part of the provision of the Service is provided in accordance with the technical requirements necessary for using the Service. By starting to use the Service, the Subscriber

unconditionally agrees that the devices from which he plans to view the content fully meet the necessary technical requirements, and also that he agrees to take all the actions necessary to access the Service specified by the Administrator in this Agreement.

5.4. All issues related to the purchase and configuration of the appropriate equipment and software products for using the services under this Agreement are independently resolved by the Subscriber. Such issues are not covered by this Agreement, and the Administrator is not responsible for these actions of the Subscriber or third parties.

5.5. The Subscriber confirms and agrees that the Service is available to the Subscriber only using equipment connected to the telecommunication network of LLC "Maxnet". The Services may be unavailable or have limited functionality when using devices that do not meet the technical requirements for using the Service, as defined by the Administrator and specified in this Agreement.

5.6. The Subscriber is obliged to refrain from taking actions aimed at stabilizing the operation of the Service, making attempts to unauthorized access to the Service, the results of intellectual activity posted in it, as well as from performing any other actions that violate the rights of the Administrator and/or third parties. The Administrator reserves the right at any time at its discretion to terminate, restrict or terminate the Subscriber's access to the Service or to certain functions of the Service, including, but not exclusively, in case of violation by the Subscriber of this Agreement and/or applicable law.

5.7. The Subscriber does not have the right to reproduce, repeat, copy, sell, resell, hide the status of a specialized Subscriber, as well as use the Service and (or) any parts of the Service content in any way for any commercial purposes without the consent of the Administrator or authorized copyright holders. In case of violation by the Subscriber of this paragraph, the Administrator has the right to demand payment of a fine in the amount of UAH 50,000. 00 kopecks (fifty thousand hryvnia zero kopecks), for the documented fact of violation, as well as compensation to the Administrator in full for losses incurred in connection with the violation by the Subscriber's obligation.

5.8. The Subscriber is obliged to provide accurate, up-to-date and complete information about him/herself (hereinafter - "Personal Information") when concluding the agreement. The Subscriber understands and agrees that Personal information will be used by the Administrator (his employees) in connection with the provision of the Service, its use by the Subscriber and ensuring the proper operation of the Service, information support of the Subscriber, including for keeping records, internal statistics, accounting and tax accounting of the Administrator, as well as to inform about new services, functions and capabilities of the Service and Internet access services, conduct surveys about any aspects of the Service, collect debts, both by the Administrator and with the involvement of third parties. The period of use of Personal Information is limited to a period equal to the period of using the service and 3 (three) years after the end of the last fact of the Subscriber's access to the Service, unless a different, longer period is established by law. The Administrator undertakes not to disclose information about the subscriber to third parties without the consent of the Subscriber, with the exception of disclosing information at the request of the court and/or law enforcement agencies in accordance with applicable law.

5.9. The Subscriber is obliged to inform the Administrator about changing his/her Personal Information, which was provided at the conclusion of the Agreement in order to ensure its accuracy, relevance and completeness.

5.10. The Subscriber has the right to terminate this Agreement by notifying the Administrator in advance (at least 1 calendar month before) about the fact of termination and cessation of the service use.

5.11. The Subscriber is obliged to use the information received from the Service exclusively for legal and personal non-commercial purposes that do not contradict moral principles and generally recognized values.

5.12. The Subscriber is guided by his own will to choose the functionality of the Service. The Subscriber must first pay attention to the genre and familiarize with the instructions provided in the Service to make an informed decision choosing a functionality.

5.13. The Subscriber, as an adult, guarantees that access to the Service by underage is carried out under his/her control and the use of the Service by such persons will be carried out under the control of the Subscriber in compliance with the restrictions established by the current legislation of Ukraine.

5.14. The Subscriber undertakes not to attempt to disable or otherwise interfere with any technical means of protecting the Service or the results of intellectual activity posted therein, which prevent or restrict the use or copying of any information or results of intellectual activity posted in the Service.

5.15. The Subscriber undertakes not to attempt to change or modify any part of the Service, as well as not to use the Service and the results of intellectual activity posted therein for commercial purposes.

5.16. The Subscriber is prohibited from uploading, storing, publishing, distributing and providing access or otherwise using any information that is the intellectual property of third parties that did not give permission to the Subscriber to use it, and also violates other rights and interests of individuals and legal entities or the requirements of Ukrainian legislation when using the Service.

5.17. The Subscriber is obliged to fulfill other established by this Agreement obligations.

5.18. The Subscriber confirms that he/she fully understands the terms of this Agreement and accepts them. And the Administrator reserves the right to remove any functionality from the Service without notifying the Subscriber, including in connection with the expiration of the Administrator's agreements with the relevant Copyright Holders.

5.19. The Administrator has the right to block the Subscriber's access to the Service and/or the account and/or the functionality (including paid ones) if the Subscriber violates the terms of this Agreement or if the Administrator considers the Subscriber's actions to be fraudulent, harmful, aimed at disrupting work or functionality Services, undermining the reputation of a Service or brand, DOC attacks, etc. In this case the funds paid by the Subscriber for using the Service are non-refundable, and the Subscriber's account is blocked.

6. TERMS AND PROVISION ON PAYMENT FOR SERVICES

6.1. For the provision of services under this Agreement as part of one tariff plan on an ongoing basis, the Subscriber pays a subscription fee, which is a fixed monthly payment (a period of 30 (thirty) days from the date of payment) and depends on the cost of the tariff plan chosen by the Subscriber and is subject to receipt on the personal account of the subscriber advance payment. Payment for services can be carried out without the direct participation of the Subscriber, but with his prior consent on an ongoing basis by automatically debiting funds from the Personal account, subject to the availability of funds in such an account. This clause is the Subscriber's consent to contractual debiting from his Personal account. Automatic debiting of funds for the Administrator's services occurs systematically, in accordance with the cost of the tariff plan chosen by the Subscriber. In case of an unsuccessful attempt to withdraw funds from the Subscriber's account at the time of the automatic closure, the automatic closure will be carried out until the successful withdrawal of funds. The Subscriber can at

any time cancel further automatic closure by contacting the Administrator's technical support service at the phone numbers specified in the preamble of this Agreement.

6.2. If the subscription fee is not received in full as an advance payment under the Agreement, the provision of the Service to the Subscriber is automatically terminated. The renewal of the provision of the Service occurs automatically, from the moment the subscription fee is received in full.

6.3. To use the services under this Agreement, the Subscriber must contact the Administrator's service center, choose a suitable tariff plan.

6.4. The user is obliged to pay the cost of services in full.

6.5. The cost of tariff plans for using the services and their content (including the speed of the Internet access service, the amount of functionality available within the selected tariff plan, etc.) can be unilaterally changed by the Administrator without special notice to the Subscriber.

6.6. The Subscriber confirms his consent to the payment of commissions to third parties who ensure the implementation of payments for services, if any of them occurs.

6.7. The Subscriber independently determines the volume of the consumed Service within the scope and other conditions for the provision of the corresponding list of services determined by the Administrator in the tariff plan chosen by the Subscriber. If for any reason (other than the fault of the Administrator) the Subscriber does not use the access to the provided Service, the corresponding Service is considered to be provided properly.

7. SPECIFIC FEATURES OF THE SERVICE ACCESS

7.1. The Subscriber's access to the Service is provided in accordance with the provided for in clause 1.2 conditions of this Agreement.

7.2. The Administrator determines the conditions for access to the Service, taking into account the requirements of the current legislation and agreements with copyright holders. In the presence of such restrictions, access to the corresponding functionality will not be open to the Subscriber.

7.3. The subscriber can get acquainted on the Administrator's website <https://maxnet.ua/> with the available tariff plans for this type of service and a list of other functionality included in each of the tariff plans.

7.4. To gain access to the Service, the Subscriber must conclude this Agreement with the Administrator.

7.5. In the case that access to the Service requires special conditions, such conditions will be included in the Agreement. Also, the relevant conditions can be brought to the attention of the Subscriber by placing the relevant information messages in the Service interface. The Subscriber may need subscriber equipment, the list of which is determined in section 8 of this Agreement to access the Service on the TV.

7.6. The administrator is not responsible for:

- the occurrence of interference and obstacles that impede access to the Service in a certain place where the Subscriber's equipment is located;
- breakdowns of such equipment;
- carrying out repair or maintenance work by third-party organizations;

- failure to provide the Service in the absence of the Internet access service.

In all the above cases, the monthly cost of the subscription fee is not recalculated.

7.7. The Administrator is not responsible for inaccessibility or poor quality of access to the Service, if it is the result of the Subscriber violation of the rules for operating equipment and/or failures in the work of organizations providing additional services, in particular: unstable power transmission, in other emergency and unforeseen situations.

8. TECHNICAL REQUIREMENTS FOR THE SERVICES USING

8.1. To use the Service, the Subscriber must select a tariff plan and pay for the use of the Service in accordance with the clause 7 of this Agreement, as well as have specialized technical means for accessing the global Internet network, providing access to the Service and interaction with web interfaces (hereinafter - "Technical Means of Access"). The maximum number of devices supplied to the Subscriber under one agreement is 3 (three) units.

8.2. The Subscriber must have an Internet channel of 10/10 Mbit/s for the correct work of the Service.

8.3. The Subscriber must have special equipment with a special Administrator application installed on it, as well as additional equipment in the form of a Wi-Fi router, etc. for the correct operation of the Service on the TV.

8.4. All units of functionality, access to which is provided within the framework of the Service, are protected by technical means of protection that control access to them, and also prevent or stop the implementation of actions that are not permitted by the copyright holders.

8.5. The Administrator can set restrictions on access to functionality for certain types of equipment taking into account the terms of licensing agreements with copyright holders.

8.6. The Administrator can establish a list of recommended equipment, using which access to the Service is guaranteed. When using other equipment, access to the Service and communication quality are not guaranteed.

9. LIABILITY. LIMITATION OF LIABILITY.

9.1. Access to the Service is provided "AS WELL AS IT EXISTS", and the Administrator does not give any guarantee or assurance in relation to it.

9.2. The Subscriber understands and agrees that the Administrator can delete or move (without warning) any results of intellectual activity posted in the Service (including functionality), at his own discretion, as well as for any reason.

9.3. The Subscriber understands and agrees that the Administrator is not responsible for any functionality posted in the Service, including but not limited to the following: texts and comments, images, as well as any other information.

9.4. The Administrator is not responsible for any errors, omissions, interruptions, deletions, defects, delays in the processing or transmission of data, failure of communication lines, theft, destruction or unauthorized access of third parties to the results of the posted on the Service intellectual activity. The Administrator is not responsible for any technical failures or other problems of any networks or services, computer systems, servers, computer or telephone equipment, software, Service failures, e-mail or scripts for technical reasons. Also, the

Administrator is not responsible for the compliance of the Service in whole or of its parts (services) with the expectations of the Subscriber, the error-free and uninterrupted operation of the Service, termination of the Subscriber's access to the Service and the results of the placed in the Service intellectual activity, saving the Subscriber's data providing access to individual services and functionality of the Service, as well as losses incurred by the Subscriber for reasons associated with technical failures of hardware or software.

9.5. The Administrator undertakes not to disclose the personal data of the Subscriber received upon the conclusion of this Agreement for any purpose other than advertising. It is not considered a violation of this condition for the Administrator to disclose information about the Subscriber to the Administrator's employees to the extent necessary for the high-quality provision of services under this Agreement and to ensure the proper provision of services under this Agreement, as well as at the request of state regulatory, law enforcement and judicial authorities, in cases where the disclosure of such information is the responsibility of the Administrator by virtue of the requirements of the legislation of Ukraine.

9.6. The Administrator is not responsible for any damage caused to the equipment or software of the Subscriber or another person, caused or associated with the use of services under this Agreement.

9.7. The Administrator will not be liable to the Subscriber or any third parties for any direct, indirect, unintentional damage, including lost profits, damage to honor, dignity or business reputation, arising from the use of services under the current Agreement.

9.8. The Administrator is not responsible to the Subscriber or any third parties:

- for the actions of the Subscriber in the Service;
- for the content and legality, accuracy of information used/received by the Subscriber in the Service.

9.9. The Administrator is not responsible for violations by the Subscriber of this Agreement.

9.10. In the case that third parties present claims to the Subscriber related to the use of the Service by the Subscriber, the Administrator undertakes to settle these claims with third parties, protecting the Subscriber from possible proceedings, losses and compensation.

10. OTHER TERMS

10.1. This Agreement and the relationship between the Administrator and the Subscriber are governed and interpreted in accordance with the legislation of Ukraine. Issues not regulated by the Agreement are subject to resolution in accordance with the legislation of Ukraine.

10.2. The Parties of the Agreement undertake to submit to the exclusive jurisdiction of the courts of Ukraine in the case of disputes of a legal nature related to this Agreement or the Service Program.

10.3. If any of the terms of this Agreement are invalid or unenforceable, this does not affect the validity or applicability of the remaining terms of the Agreement.

10.4. This Agreement is concluded for an indefinite period and is valid from the moment of payment of the subscription fee in accordance with the clause 6 of the Agreement.

10.5. The Agreement is a public agreement. The Subscriber's consent to the terms of this Agreement is considered to be the payment of a subscription fee for using the services specified in this Agreement.

10.6. The conditions agreed by the parties in this agreement is an exhaustive list of essential terms for this agreement.