

uGames PORTAL USER AGREEMENT

The Subscriber has the right to cancel the Service at any time, at his/her discretion, by sending the SMS message "STOP" to the short number 9808.

1. TERMS AND DEFINITIONS

1.1. Operator or UCOM - UCOM CJSC, a legal entity, acting on the basis of the relevant license, providing telecommunication services, operator of cellular mobile telecommunication in the territory of Armenia.

1.2 Subscriber - a natural or legal person or an individual entrepreneur, a consumer of the Operator's telecommunication services, who is a user of the content provided by the Content Provider at <http://ugames.ucom.am>.

1.3. "uGames" - a service of automatically renewable subscription to Content Services, within the framework of which subscribers are provided with access to the Media Content of the Information Complex in the form of video clips developed by the Content Provider subject to payment for the use of the service on a daily basis.

1.4. Content Service - a communication service available within the framework of the "uGames" service, which consists in providing the Subscriber, upon his/her request, with access to the Media Content from the Information Complex using the Operator's equipment and communication channels.

1.5. Information Complex means a list of software, hardware and software tools owned by the Content Provider, by means of which access to the Content Services is provided.

1.6. Content - visual works available on the website <http://ugames.ucom.am> at any time via the Internet.

1.7. Subscription to Content means the terms and conditions of the Operator's rendering of Content Services to the Subscriber, who, by means of conclusive actions, accepts the Operator's Offer, which provides for unlimited, continuous and automatic access to Media Content from the Information Complex for a certain period of time for a fee. At the end of each term of provision of Content Services on the terms of Content Subscription, provision of Content Services on the terms of Content Subscription shall be automatically resumed for a new similar or other term up to the Subscriber's withdrawal from the Content on the terms defined in these Rules.

1.8. Personal Account - an analytical account used to record the amount of Services rendered under the Agreement, to record the receipt and expenditure of funds paid for the Services and (or) Subscriber's

equipment, as well as to record other obligations.

1.9. Content Provider - the Operator's partner (Olive Telecom LLC), which is the owner of copyright and related rights to the Content within the uGames portal.

1.10. The use of the uGames Service is based on the agreement between the Subscriber and uGames, part of which is the Procedure for Provision of Communication Services of CJSC "uGames", and these Rules of Service Provision (collectively referred to as "Terms and Conditions"), as well as the Operator's "General Terms and Conditions of Provision of Electronic Communication Services and Other Related Services".

1.11. The Portal is located at <http://ugames.ucom.am>.

2. DESCRIPTION OF THE SERVICE AND ACCESS

2.1 The Access Service allows the Subscriber to access the software products available on the Portal <http://ugames.ucom.am>. By activating the Service, the Subscriber confirms that he/she is 18 years old and accepts this User Agreement on the provision of the Access Service, as well as that he/she confirms that he/she has read and agrees with the Rules of Provision of the Access Service.

2.2 Acceptance (by performing the actions defined below) of this Offer constitutes the Subscriber's consent to receive the Access Service.

2.2.1 The number is determined automatically after initialization of the request to activate the Service by clicking on the "Watch", "Listen", "Download" or "Subscribe" button.

2.2.2 By clicking on the "Watch", "Listen", "Download" or "Subscribe" button, the Subscriber consents to the transfer of his/her subscriber number to the Content Provider for activation and provision of the Service <http://ugames.ucom.am>.

2.3 In case of subscribing to the Service using a Wi-Fi device, additional confirmation of the phone number is required.

2.4 By accepting these Terms, the Subscriber agrees that within the framework of these Terms the Operator may apply other (additional) ways (take steps) to activate the Service to personalize the Subscriber.

3. COST AND CALCULATIONS OF THE SERVICE, PAYMENT PROCEDURE AND TERMS OF SERVICE PROVISION

3.1 The cost of the Access Service is charged from the Subscriber at the moment of acceptance of this User Agreement on the provision of the Access Service to the uGames portal and thereafter the Internet

Traffic used by the Subscriber when viewing/downloading Content on the portal is paid separately, according to the Subscriber's tariff plan.

3.2 Access to the Service is provided on a subscription basis.

3.3 When activating the Service for the first time, Subscribers are provided with a trial period of 1 (one) calendar day from the moment of its activation for the first time.

3.4 For Subscribers with sufficient personal account balance, the subscription fee is AMD 75 (including VAT) for 1 calendar day.

3.5 If the Subscriber has not disconnected the Service, in case of sufficient funds on the Subscriber's Personal Account to pay for the Services, the Service is automatically prolonged for a new similar term, until the Subscriber's refusal in accordance with the procedure defined in these Rules.

3.6 Upon activation of the Service, the Subscriber will be sent an SMS message from the number 9808 notifying about subscription, debiting (only at the first debiting of the amount from the Personal Account).

3.7 Information on the subscription status of the Content is also available on the "Profile" tab on <http://ugames.ucom.am>.

3.8. If at the moment of attempting to extend the Service there are insufficient funds to pay for the Service in full, the Services are not connected/extended.

3.9. Repeated attempts to prolong the Content Services on the terms of subscription to the Content are made within 30 (thirty) calendar days. After 30 (thirty) calendar days, if the Subscriber's Personal Account has not been credited with sufficient funds to cover the cost of the Services, the subscription will be deactivated. In order to renew it, it is necessary to activate it again.

3.10. If there are sufficient funds for payment, the subscription to the Service will be renewed and the funds will be debited from the account.

3.11. In case of deactivation of the subscription, access to Media Content is blocked after the expiration of the subscription period. Access is resumed upon reactivation of the subscription.

3.12. When using the Service, Internet traffic is paid by the Subscriber according to the tariff plan.

3.13. To renew the subscription to the Additional Service, the Subscriber will have to re-activate the subscription.

3.14. To cancel the Service, the Subscriber shall send the SMS message "STOP" to the short number 9808.

3.15. For subscribers in roaming, SMS and Internet traffic within the Service shall be charged in accordance with the current price list of tariffs for UCOM international roaming services.

3.16. When using the Service, the Subscriber agrees to receive non-tariffed informational messages with the Service news from the technological number 98081, as well as other informational messages received via the portal and other means.

4. CONDITIONS OF PROVIDING CONTENT ON THE uGames PORTAL

4.1 The Subscriber is entitled to use the content obtained through the Access Service for personal use only and not for distribution by sale or other alienation of the content to third parties.

4.2 The uGames portal belongs to OliveTelecom LLC, which may establish rules, restrictions and other requirements in relation to the use of the content on this information resource. Responsibility for the content of the information resource (uGames portal) shall be borne by Olive Telecom LLC.

4.3 The Subscriber hereby acknowledges and agrees that all fees and charges are payable upon subscription to the Service, regardless of whether the Subscriber's mobile equipment meets any compatibility criteria for subscription.

4.4 The Operator is not responsible for any form of advertising and/or for the content of banner ads, pop-ups and any other advertising formats presented on the website and app. Responsibility for such content lies solely with the advertiser or its legal representatives.

5. LIMITATION OF LIABILITY

5.1 The Subscriber acknowledges and agrees that the use of the Media Content is at the Subscriber's own risk and that the Media Content is provided on an "as is" and "as available" basis. The Operator, providing services of access to the Media Content, is not responsible for its availability, content and functioning.

5.2 The Subscriber agrees to use the Media Content downloaded or otherwise acquired as a result of using the service at his/her own discretion and risk and the Operator shall not be liable for any damage to the Subscriber's mobile device or any other device or loss of data as a result of such use.

5.3 To the fullest extent permitted by applicable law, UCOM makes no warranties and conditions, express or implied, including but not limited to implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement, with respect to any Media Content downloaded or otherwise obtained through <http://ugames.ucom.am>. Subscriber accepts this condition and unconditionally agrees to be bound by it.

5.4 The Subscriber acknowledges and agrees that UCOM shall not be liable to the Subscriber (including

under contractual obligations) for any direct, indirect, incidental, special, consequential or punitive damages incurred by the Subscriber as a result of the use of Media Content downloaded through it, including loss of data, whether or not UCOM has been advised of the possibility of such damages.

5.5 The Operator shall not be liable in cases of problems/errors in the software and/or hardware systems of the Subscriber's mobile equipment and browser, as a result of which the Service is stopped, restricted, the Services are not provided and/or not provided properly.

5.6 The Operator shall not be liable in case(s) of damage to the Subscriber due to SPAM, hacker activity, virus transmission.

5.7 The Operator shall not be liable for damage caused to the Subscriber due to violation of data and information security requirements through the Subscriber's fault.

5.8 The Operator is not liable in case of interruptions, problems or malfunctions caused by software updates, upgrades, extensions of the Subscriber's mobile equipment and browser.

5.9 The Operator does not control the information transmitted through the Services, Media content and is not responsible for the accuracy of the received information and content received by the Subscriber.

6. FORCE MAJEURE (FORCE MAJEURE) IMPACT

6.1 Upon occurrence of force majeure circumstances preventing the Subscriber from full or partial fulfillment of its obligations under these Terms and Conditions, namely: fire, natural disasters, war, prohibition or restriction of the Parties' activities by governmental authorities or other similar circumstances, the terms of fulfillment of obligations under these Terms and Conditions shall be postponed in proportion to the time during which such circumstances are in effect.

7. GENERAL LEGAL TERMS AND CONDITIONS

7.1 These Terms constitute the entire legal agreement between the Subscriber and UCOM and govern the Subscriber's use of UCOM's mobile applications.

7.2. UCOM may give notice of termination or modification of these Terms by publishing the relevant information on <http://ugames.ucom.am> or www.ucom.am. The Terms shall be deemed terminated or amended as of the date specified in the notice.

7.3 Subscriber acknowledges that if UCOM fails to exercise and enforce its statutory rights or remedies conferred upon it by these Terms (or any applicable law), this shall not constitute a formal waiver of UCOM's rights and those rights and remedies shall remain available to UCOM.

7.4 If any provision of these Terms is held to be invalid by a court having jurisdiction to decide the matter, such provision shall be deleted from these Terms without prejudice to the remaining provisions of these Terms. The remaining provisions of these Terms will remain valid and enforceable.

7.5 Neither the Subscriber nor UCOM may transfer or assign the rights conferred by these Terms without the prior written consent of the other party. Neither the Subscriber nor UCOM may delegate its responsibility or obligations imposed by these Terms without the prior written consent of the other party.

7.6 The Operator shall not be liable for any dispute or disagreement between the Subscriber and any third party in connection with the use of the Service. The Subscriber assumes all risks related to interaction with the said third parties and releases the Operator and its suppliers from all claims, demands and reimbursement of losses in connection with such disputes.

7.7 Legal relations arising between the Parties under these Terms shall be governed by the applicable laws of the Republic of Armenia. Within the framework of these Terms, disputes and disagreements between the Parties shall be resolved in accordance with the judicial procedure established by the legislation of the Republic of Armenia.

8. CONTACT INFORMATION

If you have any additional questions regarding the provision of the Service, please write to the e-mail address Operator@olivetel.ru.