**GENERAL**

**RUTUBE USER AGREEMENT**

Moscow, Russian Federation

**I. PREAMBLE**

**BUT.** This User Agreement (hereinafter referred to as the "Agreement") is a public offer to any adult individual (ie, who has reached the age of 18) who has passed the Registration / authorization procedure on the Site in the manner provided for in this Agreement and using any of provided RUTUBE capabilities (hereinafter - the "User", or "Author", or "Partner", if applicable in the text of this Agreement) from the Limited Liability Company "RUFORM" (INN 7714886605, OGRN 1127747031840), registered at the address: 101000, Moscow, st. Myasnitskaya, 46, bldg. 7, office I, room. 16 (hereinafter referred to as the "Administration"),

**B. The**  User undertakes to use RUTUBE, post and / or delete Content (hereinafter referred to as the "Content") on RUTUBE on the terms determined by this Agreement and the Administration, as well as in accordance with the norms of the current legislation of the Russian Federation, and not interfere with the work of RUTUBE , incl. Embed, and not try to access the Content and functions of RUTUBE in ways not directly provided by the Administration.

**C.**  Use by the User of RUTUBE, its individual functions, in any way and in any form within its declared functionality, including, but not limited to: (a) registration and / or authorization on the Site or in any services of the Site; (b) access to the Site or to any services of the Site using the Mobile Application; (c) other use of the functionality of the Mobile Application and / or the Site or any services of the Site, creates an agreement under the terms of this Agreement and the Mandatory Documents specified therein, in accordance with the provisions of Articles 434, 435 and 437 of the Civil Code of the Russian Federation. The offer is valid in electronic form and does not require paper processing.

By virtue of paragraph 2 of Art. 434 of the Civil Code of the Russian Federation (hereinafter - the Civil Code of the Russian Federation), an agreement in writing can be concluded by drawing up one document (including electronic) signed by the parties, or by exchanging letters, telegrams, electronic documents or other data in accordance with the rules of para. 2 p. 1 art. 160 of the Civil Code of the Russian Federation. By virtue of paragraph 2 of paragraph 1 of Art. 160 of the Civil Code of the Russian Federation The written form of the transaction is also considered to be complied with if a person concludes a transaction using electronic or other technical means that allow the content of the transaction to be reproduced unchanged on a material medium, while the requirement for a signature is considered fulfilled if any method is used that allows to reliably determine the person who has expressed the will.

According to Part 4 of Art. 11 of the Federal Law of July 27, 2006 No. 149-FZ "On Information, Information Technologies and Information Protection" in order to conclude civil law contracts or formalize other legal relations in which persons exchanging electronic messages, exchange of electronic messages, each of which it is signed with an electronic signature or another analogue of the handwritten signature of the sender of such a message, in the manner prescribed by federal laws, other regulatory legal acts or an agreement of the parties, is considered an exchange of documents.

By using any of the above options for using the Site, the User confirms that:

**In (1) I**  read the terms of this Agreement and the Mandatory Documents specified therein in full before using the Site or any services of the Site.

**B (2)**  Accepts all the terms of this Agreement and the Mandatory Documents specified therein in full without any exceptions and restrictions on the part of the User, and undertakes to comply with them, or in case of disagreement with any of the terms of this Agreement, the User is obliged to completely refrain from use of the Site or any services of the Site in any form. Ignorance, lack of familiarity with the terms of this Agreement (and / or any of the Mandatory Documents) does not release the User from liability for non-compliance with its terms,

**In (3)**  Putting a check in the appropriate field when registering / authorizing on the Site (as well as using the Login and Password to access the Site and / or any services of the Site, including mobile applications) in conjunction with other implicated actions of the User (including but not limited to this, the passage of Authentication or the use of the Electronic Key, the passage of the procedure for verifying the User's electronic signature, etc., as these terms are defined in section 1 of this Agreement, are recognized by the Parties as an analogue of the User's handwritten signature when processing (through software) electronic documents sent from the User to the address of the Administration (and / or exchanged between the Parties), including obtaining any necessary consents (including, Consent to the processing of personal data; [**https://rutube.ru/info/personal/**](https://rutube.ru/info/personal/) ) and confirmations from the User, including recognized by the Parties in compliance with the written form of the transaction, in compliance with the requirement for a signature, in the event that a person concludes a transaction using electronic or other technical means that allow reproduce the content of the transaction on a material medium unchanged, and the above actions of the User are considered as agreed by the Parties in a way that allows to reliably identify the person who has expressed the will to conclude the transaction.

**D. The**  Agreement (including any of its parts) and / or the Mandatory Documents specified therein may be changed by the Administration without any special notification to the Users. The new version of the Agreement and / or the Mandatory Documents specified in it comes into force from the moment it is posted on the Site, or brought to the attention of the User in another convenient form, at the discretion of the Administration, unless otherwise provided by the new edition of the Agreement and / or the Mandatory Documents specified therein, The user independently bears the burden of checking changes and / or additions to the Agreement. The current version of this Agreement is always on the page at:  [**https://rutube.ru/info/agreement/**](https://rutube.ru/info/agreement/), the current editions of the Mandatory Documents are located at the addresses specified in clause E of Section I of this Agreement.

**E.**  When the User contacts the Administration, it has the right to request from the User documents confirming the information specified in the appeal and the User's right to send such an appeal. If the User does not provide the documents or information requested by the Administration, the Administration has the right not to take any action in connection with the User's request.

**E.**  Use RuTube, the Site (including mobile applications), including any services of the Site is governed by this User Agreement "Rutube.ru" ( [**https://rutube.ru/info/agreement/**](https://rutube.ru/info/agreement/) ), and other "mandatory documents", and exactly,

- Appendix "A" to the RUTUBE GPS (General User Agreement RUTUBE): TERMS AND DEFINITIONS ( [**https://rutube.ru/info/term\_agreement/**](https://rutube.ru/info/term_agreement/) );

- Appendix B to RUTUBE GPS: Individual Behavioral Activity Media Indicator (IMPA) ( [**https://rutube.ru/info/impa\_agreement/**](https://rutube.ru/info/impa_agreement/) );

- Appendix "B" to the RUTUBE GPS: Policy for placing advertising and information materials in RUTUBE and promoting user-generated content ( [**https://rutube.ru/info/advpr\_agreement/**](https://rutube.ru/info/advpr_agreement/) );

- Appendix "D" to the RUTUBE GPS: Integration with the functionality of specialized services of Monetization Integrators ( [**https://rutube.ru/info/donate\_agreement/**](https://rutube.ru/info/donate_agreement/) );

- Appendix "D" to GPS RUTUBE: DIRECT BANKS RELATED TO POSTING CONTENT ON RUTUBE ( [**https://rutube.ru/info/taboo\_agreement/**](https://rutube.ru/info/taboo_agreement/) )

- Appendix "E" to GPS RUTUBE: TERMS OF LICENSING BY THE USER OF HIS CONTENT POSTED BY THEM ON RUTUBE ( [**https://rutube.ru/info/ccl\_agreement/**](https://rutube.ru/info/ccl_agreement/) )

- Appendix "F" to the RUTUBE GPS: RUTUBE ADMINISTRATION STATUS - INFORMATION INTERMEDIARY [**https://rutube.ru/info/mediator\_agreement/**](https://rutube.ru/info/mediator_agreement/) );

- Privacy Policy of the Site ( [**https://rutube.ru/info/privacy/**](https://rutube.ru/info/privacy/) );

- Consent to the processing of personal data ( [**https://rutube.ru/info/personal/**](https://rutube.ru/info/personal/) ),

- User Agreement for the "RUTUBE Subscriptions" service ( [**http://rutube.ru/info/marketplace/**](http://rutube.ru/info/marketplace/) );

- Regulations for considering applications of copyright holders (and / or a person authorized by the copyright holder) related to the posting of content by users on the Rutube.ru website ( [**https://rutube.ru/info/reglament/**](https://rutube.ru/info/reglament/) );

-      Cookies Policy (Information on the use of cookies on the Site and Services of Rutube.ru) ( [**https://rutube.ru/info/cookies/**](https://rutube.ru/info/cookies/) );

- Rutube Software License Agreement ( [**https://rutube.ru/info/eula/**](https://rutube.ru/info/eula/) );

and where applicable:

- Offer for the provision of advertising services on the Internet (within the Rutube Network) (hereinafter referred to as the "Offer";  [**http://rutube.ru/info/adv\_oferta/**](http://rutube.ru/info/adv_oferta/) ),

-         User Agreement on the Terms of Access to Rutube Player Technology ( [**http://rutube.ru/info/adv\_player/**](http://rutube.ru/info/adv_player/) ),

- Rules for placing advertising materials in the Rutube System ( [**https://rutube.ru/info/adverguide/**](https://rutube.ru/info/adverguide/) ),

- User agreement for the service "RUTUBE: SHOWCASE OF SELLERS 'GOODS" ( [**https://rutube.ru/info/agreement\_showcase/**](https://rutube.ru/info/agreement_showcase/) )

- as well as other agreements and conditions named in the text of this Agreement or the text of the Mandatory Documents and in the RUTUBE network.

**G.**  This Agreement and the Mandatory Documents are recognized by the Parties as an agreement concluded by the Parties in writing by drawing up one document (including electronic) signed by the Parties in the manner provided for in clause (In (3) above. The user must print or save on a local disk a copy of this Agreement and the Binding Documents, as well as maintain such copies in an up-to-date version.

**1. TERMS AND DEFINITIONS**

**RUTUBE, "RUTUBE Network", "RUTUBE Ecosystem", "System"**  to promote and take other actions in relation to such Content, from any place and at any time (unless RUTBE has established any additional restrictions) at its own choice through the User's Device using any technologies, standards and protocols (web, wap, IP TV and etc.) compatible with RUTUBE and its functions / services / technologies, incl. specially designed for bringing audio, video and audiovisual works to the general knowledge of Internet users. compatible with RUTUBE and its functions / services / technologies, incl. specially designed for bringing audio, video and audiovisual works to the general knowledge of Internet users. compatible with RUTUBE and its functions / services / technologies, incl. specially designed for bringing audio, video and audiovisual works to the general knowledge of Internet users.

Unless otherwise specified in the text of this Agreement, then all Materials, Information, Content, Player, RUTUBE System are intended solely for personal non-commercial use by the User within the technical capabilities provided by the Site or any services of the Site. Any copying, reproduction, processing, distribution, communication to the public, circumvention of technical protection measures, or other use of the Content, the Player, the RUTUBE System or the Database, or their individual components, outside the scope of the capabilities provided by the Site (including for advertising and promotion of goods and services of third parties without the consent of the Administration), as well as any use of them for commercial purposes, unless otherwise expressly indicated by the Administration in the text of this Agreement, is prohibited.

**"User"**  - an adult with full legal capacity who meets the requirements of this Agreement, located in the Territory, who has accepted the terms of this Agreement and the Mandatory Documents, who has passed the Registration Procedure in RUTUBE in the manner prescribed by the Administration and who has received RUTUBE access via the Internet and the Device in order to obtain access to the capabilities (services) of RUTUBE.

**"Channel", "Personal page", "Video blog"**(and if applicable, "Partner's Site" or "Partner's External Site") - a section of the Site (personal page of the User / Author / Copyright Holder / Partner) provided to a specific User, Author, Partner and / or Copyright Holder in the event that he correctly performed all the necessary registration actions on the Site, which has a network address of the form https://rutube.ru/video/person/ [[number] /, in which the User, Author, Partner (and / or Copyright Holder), and / or another person duly authorized by them, has the opportunity post and / or delete Materials, Information, Content, take other actions in relation to this section within the technical capabilities of RUTUBE, incl. Site. The User, Partner, Copyright Holder has the sole right to independently create, use and determine the content of such a Personal page and the conditions for access of other Users to its content. Except for the cases established by this Agreement and the current Russian legislation, the Site Administration does not participate in the formation and use of the content of the User's Personal Page, does not initiate the posting and / or distribution of the contents of the User's Personal Page on the Internet, does not choose the recipient of such information, does not affect the integrity of such transmitted information (including does not make any changes or corrections to such content).

**"User Content", "UGC"** - Materials, Information, Content uploaded (posted) by the User: the Author or the Partner, directly on RUTUBE. When posting the Content, the User guarantees that they act legally, have all the necessary rights to use the Content in order to post it on their Personal page in the RUTUBE System, including allowing their use in accordance with the terms of this Agreement, and that the posting, bringing, reproducing and displaying Content (including in the Player) and / or on the Personal page on the RUTUBE Network, does not violate by its actions (and does not entail a violation) of the legal rights and interests of third parties (including but not limited to, copyright, related, patent rights, the right to privacy, the protection of honor, dignity and good name, the right to the image of a citizen, etc.

**"Registration procedure"**  - the procedure of through registration on the Site (or in any Services of the Site), in the manner and on the conditions provided for by the text of this Agreement, as a result of which a unique Account is created for the User, and through which access to the Site (or any Services Site).

**"Parties"**  - Administration, User, Author, Partner, Copyright Holder (as these terms are defined in  [**Appendix "A"**](https://rutube.ru/info/term_agreement/)  to this Agreement), collectively referred to hereinafter as "Parties", and separately from each other - "Party".

A complete list of terms and definitions used in the text of this Agreement (in particular, such as "Mobile application", "Embed", "Embedding", "Technology of embedding", "Free embed", "Unique embed", "Author", " Partner "," Copyright Holder "," Materials "," Audiovisual Content "," Content "," Content Unit "," Content Units "," Video Clip "," Stream "," Streaming "," Phonogram "," Album ", Collection, Video Collection, Content Elements / Elements, Content Fragments / Fragments

TV Program, TV Channel, User Content, UGC, Copyright Content, Blog, Video Blog, Blogger, Video Blogger, Blogging Content, Content Library, Video Library "," Information "," Bringing "," Advertising materials "," Advertising "," Advertising and information materials "," Unfair practices "," Rights protection system "," Territory "," Licensed Territory "," Single Personal Account in the RUTUBE system "," Personal account "," Account "," Account "," Login, password "," Simple electronic signature "," Electronic signature "," Analogue of a handwritten signature "," TSA "," Authentication "," SMS-key / E-mail-key "," Electronic key "," Registered phone number "," Registered e-mail address "," Channel "," Personal page "," Video blog ", Service" MULTIPASS "," Integration activity "," Interactive Activity ",

Service "RUTUBE Subscriptions", "RUTUBE Network Player Technology", "Player Technology", "Standardized Player" RUTUBE, "Media Player", "Advertising Container with Embedded Traffic", "Advanced Media Player" RUTUBE Networks, "Registration Procedure" , "Device", etc.), and their detailed decoding, are given in [**Appendix "A"**](https://rutube.ru/info/term_agreement/) to the Agreement, which is an integral part of the Agreement (and mandatory for familiarization along with the text of this Agreement) and available at the link: [**https://rutube.ru / info /**](https://rutube.ru/info/) term\_ agreement /. Other terms not defined in this section are interpreted in accordance with the current legislation of the Russian Federation.

If terms are used in the test of this Agreement, the interpretation of which is not defined in this Agreement, then in this case the interpretation of such a term is made in accordance with the meaning of this Agreement, and in the absence of a uniform interpretation of the term in the text of this Agreement, it is necessary to be guided by the interpretation of such a term as defined : first of all, by the User Agreement of the website rutube.ru (https://rutube.ru/info/agreement/), secondly - by the current legislation of the Russian Federation, thirdly - in the text of the Mandatory Documents, fourthly - on the Site, and then - established (commonly used) on the Internet, business customs and scientific doctrine. Unless the context of this Agreement suggests otherwise, any of those listed in [**Appendix "A"**](https://rutube.ru/info/term_agreement/) to the Agreement of terms used in the Agreement in the singular, does not change its meaning when it is used in the plural, and vice versa.

**2. GENERAL CONDITIONS**

2.1. Within the framework of the "RUTUBE Ecosystem" (RUTUBE), the Administration (Licensor) grants the User (Licensee) free of charge (unless otherwise stipulated by the text of this Agreement or the text of the Mandatory Documents or Agreements governing the rules for using individual services of the Site), under the terms of a simple (non-exclusive) license , the inalienable and non-transferable right of non-commercial use of the Site / System RUTUBE (and the services of the System) unchanged on the territory of countries all over the world, by accessing the functionality of the Site / System / their services in order to use them for their direct functional purpose, in ways, in volume and in the limits determined by this Agreement and the text of the Mandatory Documents. All terms of this Agreement apply both to the Site / System as a whole and to all of its components, in particular.

2.1.1. Within the framework of this Agreement, the User (Licensee) is granted the right to familiarize himself with a computer and / or other, including a wireless, portable device (PDA, telephones for cellular communication networks or other wireless communication networks, etc.) using any technologies, standards and protocols (web, wap, IP TV, etc.), as well as through computer programs specially designed for specific mobile operating systems (iOS, Android, Windows Phone, etc.) telephones for cellular communication networks (mobile applications), programs for computers specially designed to bring audio, video and audiovisual works to the public eye of Internet users through devices such as television receivers, independently or using additional equipment that provides the ability to access the Internet and view the above works (Multiscreen TV, STB, Smart TV technologies, etc.) with copyright Materials, Information, Content (User Content and / or Content of the Copyright Holders) and / or to view them (and after passing the registration procedure, the right to comment on Content Units (if such functionality is available in the System), the right to use the paid services of the Service, and other interaction with copyrighted content); as well as, Content (User Content and / or Content of the Rightholders) and / or view them (and after the registration procedure, the right to comment on Content Units (if such functionality is available in the System), the right to use the paid services of the Service, and other interaction with the copyright content); as well as, Content (User Content and / or Content of the Rightholders) and / or view them (and after the registration procedure, the right to comment on Content Units (if such functionality is available in the System), the right to use the paid services of the Service, and other interaction with the copyright content); as well as,

2.1.2. After passing the registration procedure, via the Internet through the web interface of the Personal Account on the User's author's Channel, the right to: upload, store, promote (promote), receive and / or provide access to Users, and take other actions in relation to: Content compatible with the Technology Player (including, but not limited to: videos, video collections, phonograms, content items, TV programs, TV channel content, blogging content, any graphic, interactive photo and video images / materials, as well as any information and materials provided jointly or in connection with with such units of Content, which may be accompanied with the units of Content to which they belong, in the Player of the Company, and / or its Embed), intended for visual and auditory (if accompanied by sound) perception by the Users of the RUTUBE Network using the player (and / or its Embed), the rights to which belong to the User as the Author, or the Copyright Holder, or the Partner, or the rights to which were duly obtained by the User from The Author or Copyright Holder, incl. for the purposes of using the Content on the terms stipulated by the text of this Agreement and the Mandatory Documents, manage the content of the User's Personal Page / Channel, add a description of the Channel, the name of the Personal Page, the name of the User's streams, an avatar (and if provided by the functionality of the Personal Account: manage the background, banners) , add links, text in the channel information section, add tags, metadata, images,

2.2. When accepting this Agreement, the Parties are guided by the provisions of clauses 2 and 3 of Art. 421 of the Civil Code of the Russian Federation, granting the right to citizens and legal entities to conclude contracts, both provided for and not provided for by law, as well as to conclude contracts that contain elements of various contracts provided for by law or other legal acts (mixed contracts).

**3. ORDER OF REGISTRATION AND ACCOUNT IN THE SYSTEM:**

3.1. To gain access to the Materials, Information, Content, functionality and additional services of RUTUBE, the list of which is determined by the Administration unilaterally (in particular, the ability to download, store, post and classify the Content, access to specialized sections of RUTUBE and / or to certain Content of the Copyright Holders ), The User must create an account in RUTUBE (register) in the manner provided for in clause 3.1.1. present agreement. At the same time, regardless of the features provided for by this clause for the User registration procedure in RUTUBE, at the discretion of the Administration for access to any unit of audiovisual content on RUTUBE (and / or in any RUTUBE service, or in any of its subsections, or in the Mobile application ), the User may additionally require technological authorization through the interface of the specialized service of the Administration "MULTIPASS" (or any other similar service at the discretion of the Administration; unless otherwise specifically stated in the text of this Agreement, then for uniformity of terms in relation to authorization services in the System, the unifying term - "MULTIPASS"), i.e. with reference to the User's Account of his mobile phone number and / or current e-mail address, regardless of the Territory of registration. then, for uniformity of terms in relation to authorization services in the System, the unifying term “MULTIPASS” will be used), i.e. with reference to the User's Account of his mobile phone number and / or current e-mail address, regardless of the Territory of registration. then, for uniformity of terms in relation to authorization services in the System, the unifying term “MULTIPASS” will be used), i.e. with reference to the User's Account of his mobile phone number and / or current e-mail address, regardless of the Territory of registration.

At the discretion of the Administration, Users who have not been registered in RUTUBE (as well as, in cases provided by the Administration, authorization through the "MULTIPASS" service, and trying to access RUTUBE (and / or any RUTUBE service, or its subsection, or the Mobile Application), Limited access, at the discretion of the Administration, gives the Users only the opportunity to familiarize themselves (and / or view some pieces of content at the discretion of the Administration) with the list of Content posted in RUTUBE, but without the ability to comment on the Content (if such functionality is available in RUTUBE, and download the Content, as well as without the right to use the paid services of RUTUBE, and without the possibility of other communication with the Content, while for Users who have not registered in RUTUBE,as well as registration / authorization in RUTUBE through the "MULTIPASS" service, the Administration has the right to completely restrict the ability to access RUTUBE, Materials, Information, Content in RUTUBE or to any of its sections.

3.1.1. The user must create an account on RUTUBE (register) using the interface of the specialized service of the Administration "MULTIPASS", at his choice, in one of the following ways (or one of the listed methods available on the Site at the time of registration of the User):

a) or by indicating by the User in the registration form of the interface of the "MULTIPASS" service, the current address of his e-mail (login) and password. When going through the registration procedure, the User independently sets a stable password to access his account (the password must contain at least six characters and include numbers and letters of the Latin alphabet, combinations of upper and lower case letters, numbers). It is not recommended to use obvious associations when choosing a password (for example, the name of the user or his child, email address, mobile phone number, etc.). With the help of the e-mail specified by the User during registration, also, in the future, the user will be logged into the User's account on RUTUBE and the password will be restored if it is lost.

To the e-mail address specified by the User, RUTUBE will automatically send the generated link to confirm the e-mail address (e-mail) entered during the Registration Procedure. For a full opportunity to use RUTUBE services (including the ability to comment and upload videos), the User needs to confirm his email address specified during registration, for which he needs to follow the link in the email sent to the User by the Administration to the e-mail specified by the User. The fact of using the Login and Password for authorization in RUTUBE, or clicking on the link specified in this paragraph above, is a confirmation of the User's right to access and use RUTUBE, as well as an additional and explicit way to identify a person, signer / accept this Agreement and Mandatory Documents, incl. to confirm the User's will to perform actions on the Site, in the System, on / in any of their services, including signing contracts, expressing consent to the processing of personal data, confirmation of actions within the framework of RUTUBE.

With the help of the e-mail specified by the User during registration, also, in the future, the user will be logged into the User's account in RUTUBE and the password will be restored if it is lost.

b) or (if there is an appropriate technical capability, if it is provided / activated in RUTUBE) by means of your mobile phone number in the federal format (+ 7XXXXXXXXXX); The phone number specified by the User during registration will be used as the account login:

- enter the password provided to the User by the “MULTIPASS” service in the form of an SMS message to the phone number specified by the User;

- provide other data provided for by the registration form of the "MULTIPASS" service.

With the specified registration method, registration will be considered complete after the User correctly enters the password received by him in the SMS message to access the User's account in RUTUBE, and is a confirmation of the User's right to access and use RUTUBE, as well as an additional and explicit way of determining the person who signs / accepts this Agreement and the Mandatory Documents, incl. to confirm the User's will to perform actions in RUTUBE, on / in any of its services, including signing contracts, expressing consent to the processing of personal data, confirmation of actions within the framework of RUTUBE.

3.1.2. Also, after completing the registration procedure in the above ways, the User in his Personal Account in RUTUBE may be required to fill in his additional personal data (including the need to bind / confirm his current email address, if during registration the registration method was chosen by number mobile phone) in order to be able to fully use the services of the Site (including the capabilities described in clause 2.1.2 of this Agreement).

3.1.3. After Authorizing the User in RUTUBE (by accessing RUTUBE by Login and Password), the User's credentials can be automatically saved in the Device browser before exiting (see clause 3.1.7. Of the Agreement) of the User from his account in RUTUBE and not require additional entering means of access to the account every time you use RUTUBE and / or its services. Also, the Administration informs the User that in order to gain access to the Content, the User may need to re-Authorize in RUTUBE (which is determined at the discretion of the Administration) through the "MULTIPASS" service, for example, if the User's Device does not support automatic authorization.

3.1.4. The Administration is not responsible for the unauthorized use of the User's registration data by third parties, as well as if the User cannot access his account and / or Personal Account for reasons beyond the control of the Administration.

3.1.5. The User is obliged to take all necessary actions to ensure the safety and confidentiality of the access details (unique pair (s) Login / Password) to the Personal Account, and is solely responsible for the security (resistance to guessing) of the chosen (or not changed temporary) Password. In case of unauthorized access to the Personal Account, the User is obliged to immediately inform the Administration about this, change the Password on his own or inform the Administration about the need to change the Password (as a general rule, the Administration considers the User's request to change the Password by the Administration, only if the System's functionality does not allow The User to carry out such a change of the Password on his own; in this case,

3.1.6. The User is solely responsible for any actions performed using his Account (mobile phone number, email address, login, password), for any violation of the User's obligations under this Agreement, as well as for the consequences of any such violation / use (including any losses and damage that may arise as a result of such a violation from the Administration). All actions performed using the mobile phone number, login and password of the User are considered as actions of the User, except for cases when the User, in the manner prescribed by this Agreement, notified the Administration of unauthorized access to the Site using his account and / or any violation (suspicion of violation) of the confidentiality of your Password.

3.1.7. The user is obliged to log out of his account (end each session by clicking the “Log out” button) before going to third-party sites or closing the browser (Internet browser).

3.2.         **Use and verification of the User's Electronic Signature:**

3.2.1. Guided by the provisions of Part 2 of Art. 160 of the Civil Code of the Russian Federation and Part 2 of Art. 6 of the Law "On Electronic Signature", the Parties agreed that all documents that meet the requirements of clause 3.2.2. of this document are considered signed by the User in his own hand.

3.2.2. The document is considered to be signed by the TSA by the User or the action on RUTUBE (in any of its services) is considered perfect by the User himself, subject to the successful completion of the Authentication procedure provided for in clause 3.2.3. of this document, subject to the following conditions:

a) The User has provided identification data by filling in the fields of the registration form when going through the Registration Procedure;

b) The User is authorized in the Personal Account using the Login and Password.

3.2.3. A legally significant action of the User in RUTUBE is a perfect User if its implementation is confirmed by a one-time Electronic Key sent to the Registered phone number (Registered email address) of the User, for which the User enters the Electronic Key in a special field in the interface of the registration form in RUTUBE (or in its services), about which the relevant information is stored in the Site database.

3.2.4. The TSA is considered verified if the verification of the Electronic Key generated by the RUTUBE database and sent to the Registered Phone Number (Registered E-mail Address) with the Electronic Key entered on RUTUBE (or in its services) was successful.

3.2.5. To determine the User by his TSA, the Administration determines the Registered Phone Number (Registered E-mail Address), to which the Electronic Key was sent, with which the document was signed / an action was performed on the Site, in the System, and based on the Registered Phone Number (Registered Address e-mail) is determined by the User, based on the identification data provided to him earlier.

3.2.6. The electronic key is provided to the User by the Administration by sending an SMS / E-mail message containing the appropriate character set to the Registered phone number (Registered e-mail address). Thus, the Electronic Key is considered to be provided personally to the User while maintaining his confidentiality.

3.2.7. The Electronic Key provided to the User can be used once (or, at the discretion of the Administration, repeatedly) to sign an electronic document / confirm the User's action in RUTUBE. The Electronic Key is provided upon receipt of an electronic request from the User sent to the Administration through the RUTUBE interface elements with special functionality ("buttons"). Unless otherwise provided by the functionality of RUTUBE, as a rule, if the Electronic Key is not used to sign an electronic document or perform another action in RUTUBE within 15 (fifteen) minutes, the Electronic Key expires and in order to perform the desired action, the User must request and receive a new one. Electronic key (in this case,

3.2.8. The parties agreed that any information signed by the User's TSA is recognized as an electronic document equivalent to a paper document signed by the User's handwritten signature and, accordingly, generates legal consequences identical to such a document. In particular, any legally significant expression of the will of the User, which is expressed in an electronic document that meets the requirements of clause 3.2.2. and 3.2.3. above, gives rise to the same legal consequences as if it were recorded on paper.

3.3. Placement in RUTUBE and storage of Content, as well as the use of other services provided by RUTUBE are possible only after the completion of the User's registration. The personal information of the Author, which became known to RUTUBE during the registration and use of RUTUBE services, is stored and processed by the Administration in accordance with the terms of the RUTUBE Privacy Policy ( [**https://RUTUBE.ru/info/privacy/**](https://rutube.ru/info/privacy/) ) and section 10 of this Agreement.

3.4. The User has the right to edit and / or delete his Account from RUTUBE at any time, either in the manner prescribed by the User's Personal Account interface (if technically possible), or by sending the Administration from his e-mail address to the [**help @ RUTUBE**](mailto:help@rutube.ru) e-mail address  [**. ru**](mailto:help@rutube.ru)  or  [**claims@RUTUBE.ru**](mailto:claims@rutube.ru)  request to delete an Account. The Administration activates the function of deleting the User's Account within thirty (30) calendar days after receiving a corresponding request from the User.

3.4.1. Immediately after activating the function of Deleting a User's account in RUTUBE, the account is automatically blocked for a period of thirty (30) calendar days, during which the Content and other User data posted with its use are not deleted, but are hidden for other Users.

3.4.2. The User can restore his Account by logging in within the above thirty (30) calendar days in RUTUBE using his Account credentials (Login and Password). After that, the User's account will be restored, access to the Content and other User data is restored to the extent that existed at the time of blocking (with the exception of Content that violates the terms of the Agreement, other rules governing the work of RUTUBE, as well as the current legislation of the Russian Federation);

3.4.3. If, within the thirty (30) calendar days indicated above, the User's Account is not restored by any of the methods indicated above, then upon the expiration of the specified period, the entire amount of Content and other User data posted using his Account, and unless otherwise agreed p.3.6. of this Agreement are not subject to restoration.

3.5. The Administration reserves the right to block or delete the User's account on its own and at its own discretion in the event that the User does not use RUTUBE (does not authorize with his username and password from any User's device) within twelve (12) calendar months from the date of the last authorization, as well as in other cases provided for by this Agreement. After that, the Account login will become available for use by other Users, and all User data will be deleted, except for the data specified in clause 3.6 of the Agreement. From this moment, the restoration of the Account, as well as any information related to it, is impossible. The data stored on the User's Channel will also be inaccessible to the User and third parties from that moment,

3.6. According to part 3 of article 10.1 of the Federal Law of the Russian Federation No. 149-FZ "On information, information technologies and on the protection of information", the Administration is obliged, regardless of the User's consent, to store and provide, at the legitimate requests of authorized bodies: information on the facts of receipt, transfer, delivery and (or) processing of voice information, written text, images, sounds, video or other electronic messages of Users and information about the Users who performed the listed actions - within one year from the date of completion of such actions. And the text messages of Internet users, voice information, images, sounds, video, other electronic messages of Internet users - up to six months from the end of their reception, transmission, delivery and / or processing. Also, the Administration reserves the right, if necessary, due to the technical features of working in RUTUBE, to keep archived copies of the User's Content for the required period.

3.7. The administration reserves the right to optimize the quality of the Content added to RUTUBE by the User, in cases of a decrease in the number of views, according to the Rating of views (the number of total displays of content for the entire time since the User added the Content):

|  |  |  |
| --- | --- | --- |
| **Duration** | **View rating** | **Quality of Content Optimization** |
| ≥ 6 months | ≤ 1000 | ≥ 1080 |
| ≥ 6 months | ≤ 500 | ≥ 720 |
| ≥ 6 months | ≤ 100 | ≥ 600 |

3.8. **AGE RESTRICTIONS:**

Despite the fact that the Administration realizes that access to RUTUBE (and / or to its corresponding services / sections) can be obtained by any unregistered user, and due to the specifics of the functioning of the Internet, the Administration is not able to reliably verify the actual age of such a user, but unless otherwise specifically stipulated by the Administration, it establishes a mandatory minimum age for the Guardians (as this term will be deciphered further) from which such unauthorized access is possible, namely the age from fourteen (14) years, but subject to all conditions and the requirements established by this Agreement.

At the same time, the registration procedure in RUTUBE (and / or any of its services) is available only to adults and fully capable Users (unless otherwise agreed by the Administration). Thus, as a general rule, a User registered in RUTUBE who uses RUTUBE and / or any of its services confirms that he is an adult (i.e. reached the age of 18) and capable (or did not become completely incompetent due to the occurrence of another circumstances stipulated by the current legislation), in accordance with the current legislation of the Russian Federation. The use of RUTUBE by minors can only be carried out under the supervision of their Guardians ("Guardian" means the legal representative of the minor: parent, adoptive parent or guardian of the minor,

A user who has reached the age of 18 does not, under any circumstances, provide / provide minors with access to the RUTUBE sections, and / or Content intended for adult Users, prohibited from being viewed by minors.

A user under the age of 18 undertakes to refrain from viewing the sections of RUTUBE and / or Content intended for an adult audience, and he must independently obtain the necessary permission in the form required by law from his parents or other legal representatives.

In the event of a minor's access to RUTUBE, and / or to any of its services, such access is considered approved by the Guardian, and full responsibility for the actions that the minor commits on the Site, and / or in any Service of the Site, is solely borne by the Guardian, or the minor who has reached 14 years of age in solidarity with the Guardian. At the same time, upon admission of a minor to RUTUBE, and / or to any of its services, his legal Guardian agrees to the collection and processing of data received from the minor during his use in RUTUBE in accordance with the provisions specified in the Privacy Policy ( [**https : //RUTUBE.ru/info/privacy/**](https://rutube.ru/info/privacy/) ), Consent to the processing of personal data ( [**https://RUTUBE.ru/info/personal/**](https://rutube.ru/info/personal/)), this Agreement, the Cookies Policy (Information about the use of cookies on the Site and Services of RUTUBE.ru) ( [**https://RUTUBE.ru/info/cookies/**](https://rutube.ru/info/cookies/) ).

3.9. The User is solely responsible for the compatibility of his Device with RUTUBE and / or any of its services, and for the ability of his device to view, download, manage (if such a possibility is provided under this Agreement) the Content. If the User's Device does not support the Content format, the Administration does not bear any obligations.

**4. CONDITIONS OF POSITIONING THE CONTENT:**

4.1. Unless otherwise expressly provided in this Agreement, in the texts of the Mandatory Documents, in special provisions posted by the Administration on the Site, then the User / Author, as a general rule, is not paid any remuneration for the Materials and / or Information uploaded and reproduced in the Player by the Users.

The User / Author wishing to connect to the program of monetizing the content of his author's Channel must apply for the assignment of the Partner status to him (as this concept is described in clause 1.5.2. [**Appendix A**](https://rutube.ru/info/term_agreement/) to this Agreement), subject to the occurrence of grounds for filing such applications (including, among other things, the total number of views of the content in the Player on the User's Channel is more than 5,000 (Five thousand) successful views, i.e. the continuous duration of each of which is equal to at least sixty (60) seconds, which is recorded on the basis of data from the Rutube Statistics System; for more details, see the link  [**https://rutube.ru/info/adv\_oferta\_summary/**](https://rutube.ru/info/adv_oferta_summary/)) By the User / Author through the available functionality of the Personal Account interface, and performing the actions necessary for the Acceptance of the Offer, the Administration has the right to assign to each registered User an  **Individual Behavioral Activity Media Indicator (IMPA)** displayed in the interface of the User's Personal Account (but not earlier than after the first one thousand views of the User's content on his Channel) in virtual conventional units (points) and accrued to the User by the Administration in relation to the indicators of behavioral activity in connection with the user content and the User's Personal Channel. The conditions for accrual and the procedure for using IMPA are defined in [**Appendix "B"**](https://rutube.ru/info/impa_agreement/) to this Agreement, which is an integral part of this Agreement, and mandatory for familiarization and acceptance by the User

4.2. The rule established in clause 4.1. of this Agreement, at the discretion of the Administration, may not apply to Users with the status "Partner" confirmed by the Administration (as this concept is described in clause 1.5.2. [**Appendix "A" of**](https://rutube.ru/info/term_agreement/) this Agreement), while the conditions for participation in the affiliate program, the opportunity, procedure and the conditions for calculating and paying remuneration to the Partner is determined on the basis of additional agreements concluded between the Partner and the Administration.

4.3. Also, at the sole discretion of the Administration, the interface of the User's Personal Account and / or the User's Personal Page (having the “Partner” status) in the RUTUBE System can be integrated with the functionality of specialized services (administered by third parties, hereinafter referred to as “Monetization Integrators”), which provide an opportunity such User to organize and manage the conclusion of legally binding agreements with other RUTUBE Users in order to provide such Users with access to the Content (and / or part of it) of the Partner User in RUTUBE. The main conditions for this kind of integration are given in [**Appendix "D"**](https://rutube.ru/info/donate_agreement/) , which is an integral part of this Agreement, and is mandatory for familiarization and acceptance by the User.

4.4. **POPULARIZATION AND PROMOTION. POSITIONING OF ADVERTISING MATERIALS: the**  main conditions are given in [**Appendix "B"**](https://rutube.ru/info/advpr_agreement/) , which is an integral part of this Agreement, and is mandatory for the User to familiarize himself with and accept.

4.5. The Administration has the right to include links (including by embedding technology, including outside of RUTUBE) to the User's Content at its discretion in the sections / subsections of RUTUBE, incl. with links together with audiovisual (and / or other) content (works) / video programs of different Copyright Holders, which may, at the discretion of the Administration, for any reason (for example, subject, genre, age restrictions, recommendations, etc .: "Subscriptions / Packages of Subscriptions / Collections ", etc.), and / or are combined within a single RUTUBE PROMO-showcase (and / or any RUTUBE section), with the placement of the corresponding identification information (text, audiovisual, static, including video fragments video programs, etc.) about such subsections and Copyright Holders, the audiovisual and / or other content of which is included in such subsections.

4.6. Within the functionality of RUTUBE, the corresponding user Content can be posted either with the name of the author of such Content, or without the name of the author (the login of the User who posted the user materials or a link to the User's Channel in RUTUBE can be specified as the name of the author). If the User is not entitled to authorize the use of any user materials in these ways, he must refrain from posting such materials on RUTUBE.

4.7. The User, the Author, the Partner guarantees that he is acting legally (for example, by power of attorney), has all the necessary rights to use the Content, including to allow their use in accordance with the terms of this Agreement, and does not violate by his actions the legal rights and interests of third parties (including, but not limited to, copyright, related, patent rights, the right to privacy, the protection of honor, dignity and good name, the right to the image of a citizen, etc.) and the current Russian legislation (including, but not limited to, legislation on the rights to the results of intellectual activity and means of individualization), bears full responsibility for their placement and use.

4.8. If the User is not the Author, the Rightholder of the Content placed by him in RUTUBE, then the User independently agrees with the Rightholders of the Content displayed in the Player and on the User's Channel (and the Administration is exempt from paying royalties to third parties in connection with the use of such Content), and with advertisers, if their advertising materials are displayed at the initiative of the User (and if for such placement, the User has received the appropriate consent from the Administration) in the Player, on the User's Channel. The User independently makes all settlements with authors and holders of related rights regarding copyright objects that are posted by the User on his Channel in RUTUBE, The User undertakes to independently (without involving the Administration) and at his own expense resolve all issues (and related possible disputes) regarding the payment of any such deductions. By default, the Parties agreed that the User has received all the necessary permissions for any of the previously specified persons. The User undertakes to independently (without involving the Administration) and at his own expense resolve all issues (and related possible disputes) regarding the payment of any such deductions. By default, the Parties agreed that the User has received all the necessary permissions for any of the previously specified persons.

4.9. In order to confirm the User's assurances specified in clauses 4.8. and 4.10. of this Agreement, the Administration may require additional written confirmation from the User in the form of providing a "Guarantee of ownership" on the form (and in the form) established by the Administration alone.

4.10. Also, in the event of situations in which the Administration has doubts that the User, Author, Partner is the owner of the rights to any Materials, Information, Content posted by him (including this fact revealed through the System), or reason to believe that the Materials, Information, Content violate any rights or legitimate interests of third parties, or if their content contradicts the requirements of this Agreement and / or the Mandatory Documents and / or the current legislation of the Russian Federation, the Administration has the right at its discretion, or request the User, the Author, the Partner to provide documents of title confirming the legitimacy of their use of the Content, or block / delete from RUTUBE the relevant Materials, Information, Content, or carry out actions with these Materials, Information, Content, agreed with the Rightholder, including based on the functionality of the System (if it is established that the right to use the Content belongs to the Rightholder, but not to the Author, Partner). At the same time, in case of deleting content, the Administration is not obliged to notify the User, Author, Partner about the above actions or the reasons for the above actions. This clause of the Agreement does not mean and cannot be interpreted as imposing on the Administration the obligation to regularly moderate (control the content) of the Content posted on RUTUBE, but at the same time, at the discretion of the Administration, it has the right to selectively introduce episodic procedures for preliminary approval of the addition of Content (for example, but not limited to this,

4.11. All claims against the Administration of public authorities, third parties, including authors and holders of related rights, in connection with the posting and display of materials, must be settled by the User independently and at his own expense. Among other things, the User completely at his own expense: (1) bears responsibility to persons whose rights are violated; (2) satisfies the claims and requirements of these persons, (3) takes any and all necessary actions to not involve (exclude) the Administration in negotiations with these persons / legal proceedings with them, and if the Administration is involved in a negotiation and / or legal process with these persons as a defendant / co-defendant / suspect, the User takes any and all necessary actions (including the corresponding costs) to withdraw the Administration from the negotiation and / or judicial process, as a person possessing all the necessary rights, permissions and authorities to use the specified objects). If such a settlement is impossible, the User undertakes to reimburse the Administration for all losses caused by this, including legal costs. If the Administration will be obliged to publicly refute the information posted in the User's materials, the User undertakes to reimburse the losses caused by this to the Administration (including losses in the manner prescribed by Article 406.1 of the Civil Code of the Russian Federation). as a person possessing all the necessary rights, permissions and powers to use the agreed objects). If such a settlement is impossible, the User undertakes to reimburse the Administration for all losses caused by this, including legal costs. If the Administration will be obliged to publicly refute the information posted in the User's materials, the User undertakes to reimburse the losses caused by this to the Administration (including losses in the manner prescribed by Article 406.1 of the Civil Code of the Russian Federation). as a person possessing all the necessary rights, permissions and powers to use the agreed objects). If such a settlement is impossible, the User undertakes to reimburse the Administration for all losses caused by this, including legal costs. If the Administration will be obliged to publicly refute the information posted in the User's materials, the User undertakes to reimburse the losses caused by this to the Administration (including losses in the manner prescribed by Article 406.1 of the Civil Code of the Russian Federation).

In the event of a conflict of interest and / or violation by the User of the terms of this Agreement, the Administration has the right, at any time and in any volume, to provide third parties with the content of the agreements reached by the Parties in this clause of the Agreement, while maintaining the confidentiality of registration data (including personal data) specified The User, when registering in RUTUBE (including through applications, including programs for mobile devices) and / or when accepting the terms of this Agreement (and / or the texts of the Mandatory Documents), does not apply to cases where the Administration uses such data for the purposes specified in this paragraph, and the User hereby gives his unconditional consent to this kind of use of data by the Administration, and also agrees that in this case,such actions of the Administration are permissible, necessary and justified, and this will not constitute a violation by the Administration of any terms of this Agreement (including the provisions on confidentiality) or the provisions of the Mandatory Documents of the Company.

4.12. The user agrees (and undertakes to comply) with the terms of the Regulations for the consideration of applications of rightholders ( [**https://RUTUBE.ru/list/info/reglament/**](https://rutube.ru/list/info/reglament/) ) (and / or a person authorized by the rightholder) related to the posting of content by users on the RUTUBE.ru website.

4.13. The use by the User of the Content, access to which is obtained exclusively for personal non-commercial use, is allowed provided that all signs of authorship (copyrights) or other notices of authorship are preserved, the author's name is preserved unchanged, and the work is preserved unchanged.

4.14. In the presence of the explicit consent of the Administration (for example, the provision by the RUTUBE functionality of the technical capability to the User of the right to publish a specialized html code for placing an embed hyperlink to the RUTUBE / Player using the Embedding Technology), the User has the right to place Embeds on other Internet sites of third parties, with the exception of the Internet - sites on which, in the opinion of the Administration, materials are posted that violate the legislation of the Russian Federation, copyright, related or other rights and legitimate interests of third parties, or offend the morality, honor and dignity of third parties, or propagate hatred and / or discrimination of people on racial , ethnic, gender or social characteristics, or contributing to the incitement of religious, racial or ethnic hatred, or containing pornography, scenes of violence, cruelty to animals, or otherwise not consistent with the goals and / or interests of RUTUBE and / or the Administration. If the User places the Embed on another Internet site containing the above materials, the Administration has the right, at its discretion, to block (make inaccessible) such an embed link. The User understands and accepts that the Administration cannot guarantee (or bear any responsibility in this regard) that the fact that the Embed is placed outside RUTUBE does not violate the legislation of the User's place of residence (including actions to collect anonymous and impersonal data of visitors to the User's website) data on visits to the User's website, as well as anonymous and anonymous data about the User's website itself), i.e. The User uses RUTUBE, any of its services by placing the Embed outside of RUTUBE at his own peril and risk, and is solely responsible to the visitors of the Internet site on which the User places the Embed, as well as for all his actions related to such use of the RUTUBE functionality. Also, the User agrees with the fact that Embed, from the moment it is posted by the User on a third-party Internet resource, can collect anonymous and impersonal (without reference to the personal data of visitors to the User's Internet site) and non-personal (in the concept that is used for definitions of "Personal data" by current legislation) data on visits to the User's website, as well as anonymous and anonymous data about the User's website itself, and transfer this data automatically to the Administration for storing generalized statistical information available for further use by the Administration for its own purposes. Such statistical information is not available to the User and is not transferred to third parties.

4.15. In the event of situations in which the Administration has doubts that the User, Author, Partner is the owner of the rights to any Materials, Information, Content posted by him (including this fact revealed through the System), or reason to believe that Materials, Information, Content violate any rights or legitimate interests of third parties, or if their content contradicts the requirements of this Agreement and / or the Mandatory Documents and / or the current legislation of the Russian Federation, the Administration has the right at its discretion, or request from User, Author, Partner providing title documents confirming the legitimacy of their use of the Content, or block / delete from RUTUBE the relevant Materials, Information, Content, or carry out actions with these Materials, Information, Content, agreed with the Rightholder, including based on the functionality of the System (if it is established that the right to use the Content belongs to the Rightholder, but not to the Author, Partner). At the same time, in case of deleting content, the Administration is not obliged to notify the User, Author, Partner about the above actions or the reasons for the above actions. This clause of the Agreement does not mean and cannot be interpreted as imposing on the Administration the obligation to regularly moderate (control the content) of the Content posted on RUTUBE, but at the same time, at the discretion of the Administration, it has the right to selectively introduce episodic procedures for preliminary approval of the addition of Content (for example, but not limited to this,

4.16. The Administration also reserves the unilateral right to remove from RUTUBE and / or the Site Materials, Information, Content that are not directly prohibited by the terms of the Agreement, but recognized by the Administration as inconsistent with the Administration's policy regarding their content, or ambiguous, as a result of which there are risks of recognizing such Content as inconsistent with the current legislation of the Russian Federation, generally recognized moral standards.

4.17. If the functionality of the RUTUBE Network (or the web interface of the Personal Account) provides for the need to indicate the subject (category) of the Content that characterizes their content, then the User is obliged to indicate such subject, incl. choosing from the options offered. In case of incorrect determination by the User of the topic of the content of the Content, the Administration has the right to unilaterally change the indication of the topic, or prohibit the User from posting such Materials, Information, Content.

4.18. If the Administration becomes aware of a possible violation of the terms of this Agreement, the Administration reserves the right to decide on the extent and nature of such a violation, as well as to remove Materials, Information, Content, or impose age and other restrictions on Users' access to Materials, Information, and Content. In case of violation by the User of the terms of the Agreement or the current legislation of the Russian Federation, the Administration has the right, at its discretion and by its sole decision, to restrict the access of such User to the services (capabilities) of RUTUBE without any notification of the User about it.

4.19. When posting Content that is not intended for viewing by persons under a certain age established by applicable law, the User must accompany the Materials, Information, Content in any available way (including the method provided by the RUTUBE System, and if such functionality is available to the User in the System) a mark about the presence of age restrictions for the Content, or otherwise indicate these restrictions on viewing the Content. The Administration is not responsible for the correctness of setting the age limit for viewing the Content by the User.

4.20. Responsibility for unauthorized copying and use of the Content is borne by the persons who have misused the Content posted (uploaded) to RUTUBE.

4.21. The User understands and agrees that the Administration is not responsible for the availability of the Content to the User, links to which are posted in RUTUBE and access to which can be provided through the networks of third parties, the compliance of the Content with the User's expectations, the content of the Content (including any text, graphics, sound, program code and any other elements and parts of the Content, without restrictions), any advertising materials posted by the Content Copyright Holder not on RUTUBE (but possibly displayed on RUTUBE), notices of copyright and related rights, etc.

4.22. The User is responsible for his own actions in connection with the creation and posting of comments in RUTUBE and / or any of its services (if the relevant functionality allows the User to carry out such actions), as well as in connection with the posting of information on the personal pages of RUTUBE in accordance with the current legislation of the Russian Federation. Federation.

4.23. The name of the Profile, Channel, User's Stream, avatar, background, banners, links, text in the channel information section, as well as any Materials, Information, Content posted by the User in RUTUBE, are subject to general requirements in accordance with this Agreement and the current legislation of the Russian Federation. Federation, including the requirements for Materials, Information, User Content.

4.24.     **DIRECT PROHIBITS RELATED TO POSTING CONTENT ON RUTUBE:** Materials, Information, Content, actions and messages (comments) of the User posted on RUTUBE (as well as the use of the Site, the RUTUBE System in general) must comply with the requirements set forth in [**Appendix "D"**](https://rutube.ru/info/taboo_agreement/) , which is integral part of this Agreement, and mandatory for familiarization and acceptance by the User.

**4.25. USER CONTENT OPENING LICENSE AND / OR LICENSING Creative Commons Attribution 4.0 International:**Unless otherwise determined by the User (Licensor) (in the interface of the Personal Account (subject to such technical capability) or in the description of the Content on the User's Channel, including he is not limited in some obvious, informed and accessible way for other users, the action of this PUBLIC LICENSE), then the User (Licensor) grants any person accessing the content of the User's Channel when accessing RUTUBE (the Licensee) a non-exclusive, free, worldwide license to access the User's copyright Content posted by him on his Channel RUTUBE (hereinafter - the Licensed Materials) and their use within the limits allowed by the RUTUBE functionality under the terms of the license agreement,according to which the Licensor (the author or other rightholder) provides the Licensee with a simple (non-exclusive) license to use a work of science, literature or art, which in turn is concluded in a simplified manner (open license, article 1286.1 of the Civil Code of the Russian Federation), and this format of the contract is not will be considered contrary to Article 1235 of the Civil Code of the Russian Federation / detailed conditions are set out in[**Appendix "E"**](https://rutube.ru/info/ccl_agreement/) , which is an integral part of this Agreement, and mandatory for familiarization and acceptance by the User.

4.26. The Administration has the right to post on the RUTUBE pages containing the Content of the Author, the Partner (as well as reproduce them through RUTUBE, accompanied with the Content, without affecting their integrity), to carry out automatically (including through the software specially created for these purposes by the Administration) software or using third-party software) convert files into various digital and / or electronic formats, solely for the purpose of their suitability for use within RUTUBE and / or its services (including mobile applications and SmartTV applications) on the Internet using the User's devices (digitization, encoding, aggregation, compression, indexing, performing other technical manipulations, including linking any relevant metadata with the Content, etc.), thus, taking these actions does not constitute changes or corrections to such Content, or actions affecting the integrity of such transmitted Content; use the Content for other purposes, the essence of which is to ensure by the Administration the functioning of the Site / RUTUBE to the extent determined by the functionality and architecture of the Site / RUTUBE, and / or displaying the Content, incl. as part of the images of the interface of the Site / RUTUBE, and / or as part of informing (including using any advertising technologies) potential users of RUTUBE about the possibilities of RUTUBE and about the Content posted by users of RUTUBE (with links to such materials (including by embedding technology), or by citing them to the extent justified by the purposes of citing), as well as by providing technical support for creating conditions for users to access the Content, i.e.

4.27. Among other things, the User understands that due to the specifics of the global Internet network, the content content of the User's Channel in RUTUBE will be available for indexing by the backbone search engines for the Internet, such as Google, Yandex, Rambler, Mail.ru, etc., which is an integral part of the work of any search engine, both global and specialized, because without indexing, the work of search engines is impossible. Indexing is carried out by a search engine robot automatically in accordance with certain algorithms, which does not imply a preliminary or subsequent assessment of the content of the pages of websites (moderation) for its compliance with the norms of legislation, ethics or morality, as well as other censorship, and is not any kind of illegal use of intellectual property subject to indexing. At the same time, due to the specifics of the functioning of global search engines, the indexing results in the form of links to the content content of the user's channel can be displayed in the search results of such search engines (both in the format of a text link, index values, and in the format of a video link).

Also, the User understands that due to the specifics of the global Internet network, the content of the User's channel posted on RUTUBE will be cached by the backbone Internet browsers, such as Internet Explorer, Mozilla, Google Chrome, Opera, etc., which may be installed on End User Devices, because without the use of caching technologies, the operation of any program for viewing pages on the Internet (browser) is impossible. Caching is performed by the browser automatically in accordance with certain algorithms, and is not any kind of illegal use of intellectual property subject to indexing.

4.28. In the Russian Federation, the dissemination of information is carried out freely subject to the requirements established by the legislation of the Russian Federation (Part 1 of Article 10 of the Federal Law of July 27, 2006 N 149-FZ "On Information, Information Technologies and Information Protection"). Legal regulation of relations arising in the field of information, information technology and information protection is based, among other things, on the principles of freedom to search, receive, transfer, produce and disseminate information in any legal way.

socio-political and other significant information for its compliance with the requirements established by law, in connection with which from the moment the user content is downloaded to the moment of its publication, it may take a certain time, incl. necessary to send a request in accordance with the procedure established by law to the regulatory authorities (Roskomnadzor), in order to obtain an official opinion from the regulator on the degree of compliance of the information for the existence of prohibitions on its dissemination, if at the discretion of the Administration it will be necessary to send such a request. At the same time, by virtue of the requirements of the current legislation, before receiving a response from the regulator, the Rutube Administration is obliged to take measures to restrict access to this information (subparagraph 2, clause 5, article 10.6 of Federal Law No. 149-FZ). in this connection, it may take a certain amount of time from the moment the user content is loaded to the moment it is published, incl. necessary to send a request in accordance with the procedure established by law to the regulatory authorities (Roskomnadzor), in order to obtain an official opinion from the regulator on the degree of compliance of the information for the existence of prohibitions on its dissemination, if at the discretion of the Administration it will be necessary to send such a request. At the same time, by virtue of the requirements of the current legislation, before receiving a response from the regulator, the Rutube Administration is obliged to take measures to restrict access to this information (subparagraph 2, clause 5, article 10.6 of Federal Law No. 149-FZ). in this connection, it may take a certain amount of time from the moment the user content is loaded to the moment it is published, incl. necessary to send a request in accordance with the procedure established by law to the regulatory authorities (Roskomnadzor), in order to obtain an official opinion from the regulator on the degree of compliance of the information for the existence of prohibitions on its dissemination, if at the discretion of the Administration it will be necessary to send such a request. At the same time, by virtue of the requirements of the current legislation, before receiving a response from the regulator, the Rutube Administration is obliged to take measures to restrict access to this information (subparagraph 2, clause 5, article 10.6 of Federal Law No. 149-FZ). necessary to send a request in accordance with the procedure established by law to the regulatory authorities (Roskomnadzor), in order to obtain an official opinion from the regulator on the degree of compliance of the information for the existence of prohibitions on its dissemination, if at the discretion of the Administration it will be necessary to send such a request. At the same time, by virtue of the requirements of the current legislation, before receiving a response from the regulator, the Rutube Administration is obliged to take measures to restrict access to this information (subparagraph 2, clause 5, article 10.6 of Federal Law No. 149-FZ). necessary to send a request in accordance with the procedure established by law to the regulatory authorities (Roskomnadzor), in order to obtain an official opinion from the regulator on the degree of compliance of the information for the existence of prohibitions on its dissemination, if at the discretion of the Administration it will be necessary to send such a request. At the same time, by virtue of the requirements of the current legislation, before receiving a response from the regulator, the Rutube Administration is obliged to take measures to restrict access to this information (subparagraph 2, clause 5, article 10.6 of Federal Law No. 149-FZ).

Among other things, the RUTUBE Administration is obliged to revise the published information on the subject of:

- the presence of content expressing in an indecent form, information that may offend human dignity and public morality, contain clear disrespect for society, the state, official state symbols of the Russian Federation, the Constitution of the Russian Federation or bodies exercising state power in the Russian Federation,

- information that may be disseminated in violation of the legislation on elections and referendums, and (or) campaign materials,

- information containing calls for mass riots, the implementation of extremist activities, participation in mass (public) events held in violation of the established procedure, unreliable socially significant information disseminated under the guise of reliable messages, which creates a threat of harm to the life and (or) health of citizens , property, the threat of mass disturbance of public order and (or) public safety, or the threat of interfering with the functioning or termination of the functioning of life support facilities, transport or social infrastructure, credit organizations, energy, industry or communications facilities, information materials of a foreign or international non-governmental organization,whose activities are recognized as undesirable on the territory of the Russian Federation in accordance with Federal Law of December 28, 2012 N 272-FZ "On measures of influence on persons involved in violations of fundamental human rights and freedoms, rights and freedoms of citizens of the Russian Federation", information allowing access to the specified information or materials,

- also the RUTUBE Administration is obliged to comply with other requirements of the current legislation in terms of information published on the platform, including special requirements established by the Federal Law of December 29, 2010 No. 436-FZ "On the Protection of Children from Information Harmful to Their Health and Development"), and special requirements for the dissemination of messages and materials of a foreign mass media performing the functions of a foreign agent, etc.

If there is no reason to restrict the publication of information on the RUTUBE platform (including, in the absence of violations of the rules established by the RUTUBE user agreement), user content may be allowed to be published on the platform. The Administration has the right to request from the user any information and documents that, in the opinion of the Administration, will allow, when assessing the relevant information, to draw objective conclusions about the degree of conformity of the information for the existence of prohibitions on its dissemination.

At the same time, due to the fact that the Administration does not have the competence to unambiguously categorize this or that published information for the degree of its compliance with the current legislation and for the presence of prohibitions on its dissemination (in view of the fact that such functions can be assigned by the current legislation only to the competent state bodies, or authorized specialized organizations), then the Administration reserves the sole right, if there are any doubts or assumptions about the compliance of this or that information published by users on RUTUBE with the requirements of current legislation (and / or RUTUBE rules), to refuse publication such information on RUTUBE, without explaining the reasons, including if, in the opinion of the Administration,the publication of such content may be toxicly provocative and revealing in a destructive, potentially offensive or misleading and other similar form, and / or may be perceived as propaganda of certain political, religious views, and may cause the creation and aggregation of destructive and aggressive messages, published similar opinions, reactions, discussions on RUTUBE and unfriendly disunity of the RUTUBE user community or its individual members / groups.reactions, discussions on RUTUBE and unfriendly dissociation of the RUTUBE user community or its individual members / groups.reactions, discussions on RUTUBE and unfriendly dissociation of the RUTUBE user community or its individual members / groups.

**5. RIGHTS AND OBLIGATIONS**

5.1. The Administration has the right, independently, at its discretion and without any notification of the Users, to set any information messages (text or in the form of corresponding images) notifying Users of the age or other restriction in relation to any Content, as well as directly restrict access to any Materials, Information, Content for Users on any grounds (for example: based on the age of the User, whether the User has an account in RUTUBE, by the territory of the User's location, etc.).

5.2. The administration has the right to replace or delete words and expressions accompanying Materials, Information, Content posted by the User and which can be considered offensive or violating the rights of third parties, or violating the norms of the current legislation of the Russian Federation.

5.3. The Administration is not responsible for the content of the Content and for their compliance with the requirements of the current regulatory legal acts, for copyright infringement, unauthorized use of trademarks, commercial designations, etc., as well as for possible violations of the rights of third parties in connection with the posting of Content by Users on RUTUBE and / or their use in accordance with the terms of this Agreement. In case of receipt of claims from third parties related to the placement of Content on RUTUBE and / or their use, the User will independently and at his own expense settle these claims. The administration is also not responsible for harm caused to the User by third parties, including through RUTUBE or the Site and / or using the capabilities of RUTUBE or the Site.

5.4. The administration tries to ensure the uninterrupted operation of RUTUBE, but is not responsible for the complete or partial loss of the Content uploaded / posted by the User, as well as for the insufficient quality or speed of provision of services for the placement, reproduction and display of the Content. The User's access to the software for the provision of services is provided in accordance with the generally accepted in world practice principle "AS IS" ("as it is") and only if there is a technical possibility of providing services.

5.5. The Administration grants the User the right to post information about himself, namely: username on RUTUBE, logos, trademarks, other means of individualization of the User, his goods, services, brief information about the Materials, Information, User Content posted / uploaded to RUTUBE, link to the official website of the User, images of the User, avatar, etc. As a general rule, the Administration will not consider such information as an advertisement of the User (or an advertisement of his goods and services) until it violates the other terms of this Agreement and is posted solely for its identification on RUTUBE as the Author / Copyright Holder posted / the Content uploaded by it. By accepting this Agreement, the User confirms that he is aware and aware of

5.6. In the event that the Materials, Information, Content contains an image (including video) of the User (article 152.1. Of the Civil Code of the Russian Federation), the User, by posting such Content in RUTUBE, gives the Administration and any third parties determined by the Administration consent to the publication and further use of the image free of charge, on the territory of the whole world and without limitation on the duration of such a right by any means not expressly prohibited by the current Russian legislation, and the User (1) waives any right to check for approval of any manufactured and / or completed product (s) , or advertising materials and / or their copies, or a printed publication that can be used in conjunction with his image or to which it can be applied; (2) Administration, scandals, condemnations or neglect of images of captured individuals. At the same time, the User does not have the right to post and / or carry out the Bringing of Content containing images of third parties (including video images) without obtaining a separate written consent of such third parties. By default, the Parties agreed that the User has received all the necessary permissions for any of the previously indicated persons, if their images are present in the Materials, Information, and User Content.

5.7. The user has the right to independently at any time partially or completely remove the Materials, Information, Content posted (uploaded) by him directly to RUTUBE through the Site within his Personal page.

5.8. The User independently controls the Information posted by other Users together with the Materials, Information, Content posted in the User's Channel (comments), and is independently fully responsible for violation of the terms of this Agreement or the current legislation of the Russian Federation by the specified comments. If any of the Users post comments that contradict this Agreement or the current legislation of the Russian Federation, the User is obliged to inform the Administration about this as soon as possible by sending an appropriate message to the email address  [**help@RUTUBE.ru**](mailto:help@rutube.ru)  or  [**claims@RUTUBE.ru**](mailto:claims@rutube.ru) with an indication of a direct html-link to the Material with which this comment is posted.

5.9. Each Author, being the owner of the Channel, Personal Page provided to him, independently carries out all the actions provided for by the legislation of the Russian Federation, in connection with the number of Users who visited his Channel (who viewed his Materials on this Channel, left comments on his Materials, etc.) during the day, incl. monitors such a number of Users in cases provided for by the legislation of the Russian Federation.

5.20. The administration may provide RUTUBE (and its services) under the name "RUTUBE" or under any other name that may change from time to time. Regardless of the name under which the User was granted access to RUTUBE (and its services), the User has no right to change and / or delete the name of RUTUBE (and its services), copyright and other intellectual property rights protection marks, as well as any other indications of Administration and / or its partners.

5.11. In order to improve the quality, RUTUBE can cache (creating a temporary copy in the system memory of the device ensuring the functioning of RUTUBE and supporting its continuous operation, which is an integral and essential part of the technological process of delivering Content (the so-called Transit storage required for transmission in real time, for example , data buffer in relation to access to the Content)) information about the Content of third parties. RUTUBE tries to reduce the caching time for such information, however, caching for up to 7 days is acceptable.

5.12. The user accepts and agrees that any change within RUTUBE is not a basis for canceling registration in RUTUBE and / or in the MULTIPASS service.

5.13. The User accepts and agrees that individual accesses to the Content and / or RUTUBE, and / or any of its services may be unavailable in the User's region (the intended geographic region of the User's location, determined by the Administration in automatic mode, for example, by IP geolocation), or may be unavailable due to restrictions imposed by partners of the Administration or Copyright Holders who own licenses for such Content, or for any other legal (or related to the rules for using the Content) reasons. Some Content and / or RUTUBE and / or any of its services (or part of them) may be unavailable to Users in accordance with the terms of the documents governing their use (including documents governing the use of RUTUBE and the services of the Administration's partners,

5.14. In accordance with Art. 11 of the Federal Law of December 29, 2010 No. 436-FZ "On the Protection of Children from Information Harmful to Their Health and Development", the circulation of information products containing information harmful to the health and (or) development of children is not allowed without a sign of information products, with the exception of information disseminated through information and telecommunication networks, including the Internet, except for network publications and audiovisual services. At the same time, neither the Administration, nor the Site, nor any service of the Site (unless specifically stipulated by the Administration) are not a mass media (nor a network publication) as understood by the Law of the Russian Federation of December 27, 1991 N 2124-I "On Mass information ", in connection with which restrictions and binding conditions, established by the Law of the Russian Federation of December 27, 1991 N 2124-I "On the Mass Media", which are mandatory for the media (including on the Internet). Legal representatives of underage children have a statutory obligation to ensure the use of any available tools to protect the rights of a child from information unfavorable to him, such as parental control measures, including program restrictions on viewing certain Internet pages. Despite the above, the Administration has the right, but is not obliged, to classify the Content posted in RUTUBE and / or any of its services, in accordance with the Federal Law of December 29, 2010 No. 436-FZ "On the protection of children from information that causes harm their health and development ”. In this connection, The administration has the right to establish age restrictions when the User has access to Materials, Information, Content posted in RUTUBE, and / or in any of its services intended for an audience of a certain age. This means that Users who have not reached the age specified by the Administration undertake to refrain from accessing and / or viewing such Content, about which the Administration may notify Users by indicating in combination with the Content, and / or in RUTUBE, and / or in any of its sign services information products or through information messages when the User tries to view Content intended for an audience of a certain age.

5.15. The administration allows posting and has the right to post on RUTUBE and / or any of its services Materials, Information, Content both translated into Russian (including with subtitles) and without translation into Russian (in the original language). At the same time, the User, using RUTUBE, expresses his unconditional consent to view the Content in the language version in which it is posted on RUTUBE, and also undertakes to refrain from claims and requirements to the Administration regarding the availability of this or that Content on RUTUBE, and / or any of its services , translated and dubbed into Russian.

5.16. The Administration has the right to suspend or close access, or block the User's access to certain units of the Content, to the Site and / or any service of the Site, the System, and / or to the User's account, if the User violates the terms of this Agreement or if the Administration considers actions The User is fraudulent or aimed at destabilizing work, undermining the reputation of RUTUBE, the System or the RUTUBE brand, organizing a DDoS attack, etc., or if the Administration conducts an investigation into information about a suspected violation. The Administration, at its sole discretion, has the right to provide the User with a preliminary notification before the suspension or closure of access, unless the Administration reasonably believes that the provision of such preliminary notification: (i) violates the law or a requirement of any law enforcement agency or otherwise may lead to legal liability of the Administration or its affiliates; (ii) could damage the investigation; (iii) may damage the operation of any section of RUTUBE (or the entire Site / service); or (iv) could harm any Users (any User).

5.17. Considering that the Administration carries out activities aimed at meeting the individual needs of Users, within the limits established by the functionality of RUTUBE and / or its corresponding service, the Administration does not assume obligations to provide services to every person who contacts it and may refuse to provide services To the user. Some services or services on RUTUBE may be available only for certain categories of Users, for example, using the functionality of RUTUBE and / or its services to carry out their business activities. The conditions for Users' access to specific functions and services of RUTUBE, including their content, scope and terms are determined in the corresponding terms of services and other rules of RUTUBE.

5.18. In order to identify Users, the Administration may request the full name (last name, first name, patronymic), the series and number of the passport, a scanned copy of the second and third pages of the passport (second spread), the email address and phone number of the User used to access the User's Account. In addition, the Administration has the right to independently verify the User as a party to this Agreement by verifying the details specified by the User in the Personal Account profile with the payer's details (if applicable), as well as in other ways.

5.19. When citing any materials from the RUTUBE Site / System (and the System's services) on the Internet, a link to the original source (subparagraph 1 of paragraph 1 of Article 1274 of the Civil Code of the Russian Federation) is required in the form of an active link to the relevant material, links to the Site, not closed from indexing by search engines / The RUTUBE System (and the System's services), links to the channel of the User-author, indicating the name of the author / Author of the Channel on the Site.

**6. INFORMATION INTERMEDIARY**

6.1. The Administration makes a special reservation that in relation to the protection of intellectual rights in connection with User Content on the Site, in the System, the Administration acts as an Information Intermediary (the owner of an information resource on the Internet, on which audiovisual works are posted mainly by Internet users, and who does not choose a recipient of this information, does not affect the integrity of such transmitted information and due to the specifics of the status of the Information Intermediary (Roskomnadzor register entry No. 155-RR dated July 13, 2018), and is not responsible for the actions of third parties that violate the current Russian legislation), and accordance with Art. 1253.1 of the Civil Code of the Russian Federation and Art. 15.7 of the Federal Law "On Information,

6.2. The legal status of the Administration as an Information Mediator in relation to the Content posted by the User (Author) on the Site is based on the theses set out in [**Appendix "G"**](https://rutube.ru/info/mediator_agreement/) , which is an integral part of this Agreement, and is mandatory for the User to read and accept.

**7. SITES, THIRD PARTY CONTENT, RUTUBE SPECIAL SECTIONS**

7.1. At the discretion of the Administration, the User may be provided with access to independent subsections of RUTUBE with audiovisual (and / or other) content (works) / video programs of different Copyright Holders, which may, at the discretion of the Administration, be combined within a single information PROMO-showcase, with the placement of the corresponding identification information (textual, audiovisual, static, including video fragments of video programs, etc.) about such subsections and Copyright Holders, the audiovisual and / or other content of which is included in such subsections. At the same time, each such subsection may be independent of other subsections, and for access to each of them, in addition to the Integration activity (if any), the Administration or Copyright Holders may provide additional variable types of advertising activities,

7.2. RUTUBE may contain and display links not only to the Content in RUTUBE, but also to other resources posted on third-party websites (articles, photos, illustrations, graphics, music, sounds, videos, information, programs, other materials belonging to or outgoing from third parties, advertising information, offers to purchase goods / services of third parties), and may also contain links / buttons that allow the User to go to other Internet sites and / or audio / video / text materials posted on them (hereinafter - " Third Party Content "). Such links / buttons as well as the Content of third parties are not checked by the RUTUBE Administration for compliance with the User's requirements, the norms of the current legislation of the Russian Federation and this Agreement, and RUTUBE is not responsible for any Information, Materials, Content, posted on the Internet sites of third parties to which the User gains access in the process of using RUTUBE, including for any opinions or statements expressed on the Internet sites of third parties, advertising, etc., as well as for accessibility (level of services ) of such Internet sites or Content of third parties, and the consequences for the User of their use, and the transition to such Internet sites. So The User understands and unconditionally agrees that this Agreement does not regulate or affect the use by the User of any other Internet sites, including those links to which are contained or displayed in the RUTUBE System. Unless otherwise specifically stated by the Administration on the Site / RUTUBE, then RUTUBE is not a party, an organizer, RUTUBE does not provide paid services in connection with such transactions, does not consider any claims related to them as a guarantor or a platform for making any transactions in the interaction of Users with the Content of third parties, and / or with goods that may be offered by such third parties for sale and is not responsible for them, as well as for the content and / or relevance of information (and its compliance with the requirements of the current legislation) provided by the parties to the transactions to each other; for any transactions (including financial) and their consequences (or losses) as a result of such transactions; for claims of rightholders of intellectual property objects (the rights to which belong to their owners and which can be used only within the limits established by the owner) posted by third parties on RUTUBE,

**8. TECHNICAL REQUIREMENTS FOR USER DEVICES, USER CONTENT MATERIALS**

8.1. Materials, Information, Content are posted on RUTUBE if the Author sends them in accordance with the technical requirements established by this clause 8 of the Agreement. The Administration has the right not to post Materials, Information, Content if they do not meet these requirements.

8.2. Video and audio Materials must be provided in common formats (Windows Media Video, Apple QuickTime, MPEG 1-4, DivX, XviD, 3gp) for the duration set by the current functionality of the Site and the interface of the Personal Account, in order to identify the Author, the page for viewing the Materials may contain the information specified in clause 5.5 of this Agreement.

8.3. Materials, Information, Content are posted on RUTUBE by uploading through the user interface of the Personal Account.

8.4. To gain access to the RUTUBE System, the User needs a Device with an operating system and software applications installed on it to interact with the global Internet.

8.5. The user understands and agrees with the fact that the RUTUBE System is designed to interact only with official, licensed and unmodified software. Thus, RUTUBE services are not available (are not provided) from devices using unlicensed, unofficial, hacked software applications, operating systems, and other technical means to access the service.

8.6. The User's device must meet at least the following requirements:

8.6.1. The device must be connected to the global Internet at a speed of at least 2 megabits per second; the minimum channel width for WI-FI is 1 Mbit, for HD quality - 5 Mbit; The minimum channel width for 3G is 64 Kbps, the optimal speed is 256 Kbps.

8.6.2. Devices operating on iOS and Android operating systems must have the latest operating systems (firmware version) and the browser used to access the global Internet.

8.6.3. The frequency of the central processor of the Device must be at least 2 gigahertz. The CPU model must not be lower than Pentium 4 or its analogues.

8.6.4. The amount of RAM on the Device must be at least 1 gigabyte.

8.6.5. For TVs with the Smart TV function, the latest software version (firmware version) must be installed, indicated on the official website of the manufacturer of the corresponding TV;

8.6.6. The Device must have the current date, time and time zone in accordance with the location of the User. It is recommended to set up automatic time synchronization according to the Device manufacturer's manual.

8.7. The User agrees that the speed of access to RUTUBE and / or viewing the Content on the global Internet may change due to the congestion of the User's channel with traffic from other resources or for other reasons beyond the control of the Administration. The Administration is not responsible for the fact that at a specific time, in a specific place, the User was unable to access RUTUBE and / or view the Content due to low access speed.

8.8. For the Website to work correctly, the User's browser must meet the following requirements:

8.8.1. JavaScript support is included.

8.8.2. Disabled ad blockers, video content downloaders (downloaders), other browser extensions that change the technical properties of the Site.

8.8.3. Disabled access functions through intermediate (proxy) servers, including those with compression (Turbo mode).

**9. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

**THE USER FULLY UNDERSTANDS AND CONFIRMS THAT:**

9.1. He uses RUTUBE, the Site, any services of the Site, entirely at his own risk. RUTUBE, the Site, any services of the Site are provided in accordance with the generally accepted in world practice principle "AS IS" ("as it is") and only if technically possible. The administration emphasizes the absence of any guarantees, both expressed and not expressed, including, but not limited to, quality guarantees of RUTUBE, the Site, any services of the Site, their suitability for a particular purpose and non-violation. The user understands and agrees that no software is free from errors, and that the software may contain errors or defects, and agrees that the existence of minor errors is not a violation of this Agreement and the basis for the responsibility of the Administration.

9.2. The Administration does not guarantee that (1) RUTUBE, the Site, any services of the Site will meet the user's requirements, that (2) RUTUBE, the Site, any services of the Site will be delivered uninterrupted, on time, error-free and safe, that (3) the results obtained as a result use of RUTUBE, the Site, any services of the Site will be reliable or reliable that (4) the quality of any goods, services, information and other materials received or purchased by the user through RUTUBE, the Site, any services of the Site will meet the expectations of the User and (5) any bugs in the software will be corrected.

9.3. Downloading and receiving in any other way any material in the course of using RUTUBE is done at the user's own risk and peril, who is fully responsible for any damage to his computer, loss of data and other consequences.

9.4. No recommendations or information received by the user orally or in writing from the Administration or through RUTUBE does not impose guarantees on the Administration other than those stipulated in the terms of this Agreement.

9.5. The user fully understands and confirms that the Administration is not responsible for any direct, indirect, accidental, special, arising or imposed as punishment damage, including, but not limited to, lost profits, damage from use, loss of data or any other non-material losses, damage to reputation and other damage (even if the Administration was notified of the possibility of such damage) arising from: (1) use or inability to use RUTUBE, the Site, any services of the Site; (2) changing the terms of the agreement, receiving data in return for those acquired through or through RUTUBE, the Site, any services of the Site or as a result of concluded transactions, messages and information received from or through RUTUBE, the Site, any services of the Site; (3) unauthorized access to the User's data or changes in the data transmitted by him or stored on the server, in the absence of officially proven fault of the Administration; (4) statements or behavior of any person on the Site; (5) any other case related to RUTUBE.

9.6. The Administration is not liable to the User or any third parties for delays and interruptions in work occurring directly or indirectly for a reason that is outside the scope of reasonable control on the part of the Administration, incl. for non-fulfillment or improper fulfillment of one's obligations due to failures in telecommunication and energy networks of third parties, actions of malicious programs, as well as unfair actions of third parties aimed at unauthorized access and (or) incapacitation of software and (or) hardware used for functioning of the RUTUBE software code, as well as for their incorrect functioning, failures and interruptions in their work, damage or loss of data contained in the RUTUBE software, if they were caused by force majeure circumstances,

9.7. The User is solely responsible for taking or refusing to take measures (and is solely responsible for the possible consequences) for: (1) preventing any loss or damage in relation to the Content posted by the User on RUTUBE; (2) creating archival and backup copies of the Content posted by the User on RUTUBE; and (3) ensuring the security, confidentiality and integrity of access to information on the Personal Page / Personal Account of the User on RUTUBE. Unless otherwise agreed by the Parties in writing, the Administration does not archive the User's data / content, is not responsible for any types of losses resulting from the use or inability to use the RUTUBE System or its individual parts / functions by the User,

9.8. The Administration is not responsible for the quality of services (in particular, data transfer services, mobile network operators) required to work with RUTUBE, if they are organized by third parties not involved by the Administration. The user agrees and understands that to work with RUTUBE, it is necessary to use software (web browsers, operating systems, etc.) and equipment (personal computers, mobile phones, tablets, network equipment, etc.) produced and provided by third parties, and The administration cannot be held responsible for the quality of their work.

9.9. In any case, the amount of losses, the reimbursement of which can potentially be discussed in relation to the user as a result of any violations that occurred through the fault of the Administration and associated with the use of RUTUBE, the Site, any services of the Site, is limited to the amount of 1000 (one thousand) rubles, including all necessary taxes, deductions, commissions (including bank, payment).

9.10. Unless otherwise specifically stated in the text of this Agreement and / or in the texts of the Mandatory Documents, and / or within the framework of separate agreements on the procedure for using RUTUBE services (if there are such agreements), then RUTUBE is not a platform for aggregating information about goods (services) when the sale of goods (performance of work, provision of services), as understood by the Law of the Russian Federation dated 07.02.1992 No. 2300-1 "On Protection of Consumer Rights." Accordingly, the Administrator is not recognized as the owner of such an aggregator of information about goods (services) when selling goods (performing work, rendering services).

9.11. Unless otherwise indicated separately in the text of this Agreement and / or in the texts of the Mandatory Documents, and / or within the framework of separate agreements on the procedure for using RUTUBE services (if there are such agreements), the Administration does not carry out through RUTUBE, to consumers - individuals, the sale of which -or goods (performance of work, provision of services), in connection with which the provisions established by the Law of the Russian Federation of 07.02.1992 No. 2300-1 "On Protection of Consumer Rights", which establish the rights of consumers to purchase goods (works, services), do not apply to the relationship between the Administration and the Users.

9.12. The opportunity provided to an unlimited number of persons (Users / Authors) to upload, post, store, view, promote and carry out other actions in relation to the Content via the Internet via the IP address, as well as the very fact of providing the User with the ability to access the Site, the System or any their services, within the framework of this Agreement, is not any kind of sale of goods (services) remotely, including through the information and telecommunications network Internet, on the territory of the Russian Federation (respectively, the provisions of Article 497 of the Civil Code of the Russian Federation, as well as Article 26.1 "Remote way of selling goods" of the Law of the Russian Federation of 07.02.1992 No. 2300-1 "On protection of consumer rights" and the Rules for the sale of goods under a retail sale and purchase agreement,

9.13. The Administration exercising its rights provided for in the text of this Agreement, and unless otherwise specifically stipulated by the Administration, then in cases where the User will be given the opportunity to enter into any legal relationship with the Partners of the Administration, through specialized and other interfaces of RUTUBE, the Site, any services of the Site, then such legal relationship will be governed solely by the terms and conditions determined by the Administration Partners whose offers the User decides to use. These conditions can be communicated to the User by such Partners of the Administration in any way possible, but in any case without imposing such obligations on the Administration.

9.14. The User understands and agrees that the Administration is not responsible for the actions of the Content Copyright Holders to fulfill their obligations.

9.15. A person who believes that his rights and interests have been violated due to the actions of the Administration or third parties in connection with the posting of any Materials and / or Information on RUTUBE is obliged to notify the Administration of this by sending an email to  [**help@RUTUBE.ru**](mailto:help@rutube.ru)  or  [**claims@RUTUBE.ru**](mailto:claims@rutube.ru) , or using the feedback form to report violation of copyright and / or related rights by copyright holders in a special section of the Site ( [**https://RUTUBE.ru/forms/form/2/**](https://rutube.ru/forms/form/2/) ), as well as being guided by the Regulations for Consideration of Applications copyright holders (and / or a person authorized by the copyright holder) associated with users posting content on the RUTUBE.ru website ( [**https://RUTUBE.ru/info/reglament/**](https://rutube.ru/info/reglament/) ).

9.16. The User understands and agrees with the fact that unless otherwise specifically agreed by the Administration, the Materials, Information, User Content may be available to an unlimited circle of Internet users anywhere in the world, taking into account the peculiarities of the architecture of the Site and the global Internet. The Administration does not guarantee the User (and does not assume any obligations in this regard) that the Administration will implement the functionality of the RUTUBE / interface of the User's Personal Account, or provide the User with any available tools to restrict access to the content content of the User's Channel (in whole or in part) on a territorial basis. This means that even if the User sets in the description of the Content on his Channel the User is somehow explicit, in an informed and accessible way for other users to limit the territorial limits of access to the content of the User's Channel, and if the user interface of the User's Personal Account does not provide for the appropriate software functionality to establish territorial restrictions, then the Administration does not undertake to establish or maintain such kind of restrictions due to the peculiarities of the architecture of the Site / RUTUBE. If the User does not agree with this, then he should not post Materials, Information, Content on the Site / RUTUBE, and if he has already uploaded the relevant content with specified restrictions (or other restrictions that prevent the use of content on the terms specified in the text of this Agreement), then the User must remove such content from the Site / RUTUBE. The user independently ensures that the content he uploaded to his Channel complies with the specified restrictions, and is solely responsible for any possible consequences to the copyright holders in this regard. The Administration has the right to intervene in disputes between Users at any time, but does not undertake to do so. The administration will not be responsible for any result in these disputes, including claims and compensation of any nature. The Administration has the right to intervene in disputes between Users at any time, but does not undertake to do so. The administration will not be responsible for any result in these disputes, including claims and compensation of any nature. The Administration has the right to intervene in disputes between Users at any time, but does not undertake to do so. The administration will not be responsible for any result in these disputes, including claims and compensation of any nature.

9.17. In the event of a dispute or any conflict situation with one or more RUTUBE Users, the User RELEASES RUTUBE (including employees, directors, agents, subsidiaries, joint ventures and their employees) FROM CLAIMS, DEMANDS AND COMPENSATIONS (actual and indirect) of any kind and of a nature, known or unknown, arising from or otherwise related to such disputes.

9.18. RUTUBE may include forum, blog and chat functions (hereinafter “Forums”) where Users can post User Content, including, but not limited to, their comments and comments on designated topics. Therefore, in addition to other provisions of this Agreement, the User is specifically informed that RUTUBE cannot guarantee that someone else will not use the ideas and information that the User publishes. RUTUBE is not responsible for the use or evaluation of the information published by the Users, and also does not compensate for all kinds of damage caused by the use of this information. Disclosing information or relying on any information on the Forums, the User does so at his own risk.

**10. PROTECTION OF PERSONAL INFORMATION**

10.1. By accepting the terms of this Agreement, the User confirms his consent to the processing by the Administration of his personal data provided during registration, as well as posted by the User voluntarily on his personal page. The procedure for processing and protecting personal information of users (including the procedure for protecting and processing their personal data) about individuals using the services of RUTUBE and any of its Services is governed by the Privacy Policy ( [**https://RUTUBE.ru/info/privacy/**](https://rutube.ru/info/privacy/) ), Consent to processing personal data ( [**https://RUTUBE.ru/info/personal/**](https://rutube.ru/info/personal/) ), this User Agreement, Cookies Policy (Information on the use of cookies on the Site and Services of RUTUBE.ru) ( [**https://RUTUBE.ru/info/cookies /**](https://rutube.ru/info/cookies/)), as well as other agreements and conditions named in the text of this Agreement.

10.2. When using RUTUBE, the Administration has the right to request the following personal information from the User: e-mail address, year of birth, gender, mobile phone number, login and password information for accessing the Service, other information provided by the interface of the “MULTIPASS” Service, incl. specified in the text of the Consent to the processing of personal data ( [**https://RUTUBE.ru/info/personal/**](https://rutube.ru/info/personal/) ), or specified in and in sections of this Agreement. The information that the User must provide is marked by the Administration by means of special markings, the rest of the information is provided solely at the discretion of the User.

10.3. The User is notified that the Administration does not receive financial information about the Users. All financial information provided by the User for making any payments when using RUTUBE (if provided by the RUTUBE functionality) is collected and processed by the payment intermediaries specified in RUTUBE.

10.4. The User confirms his consent that the personal information that the User provides to the Administration when using RUTUBE, including when the User provides access to third-party resources, can be transferred by the Administration to partners for the purpose of fulfilling partners' obligations to Users under RUTUBE.

**11. NOTIFICATIONS AND ADMINISTRATION MESSAGES**

11.1. The user, using RUTUBE, gives the Administration his consent to receive advertising, marketing, statistical information (as well as to participate in any type and format of surveys, to perform any Integration activities), as well as to provide any such information by combining with copyright and other Content (by any currently available and which will be available in the future, ways), including, but not limited to, information sent in order to improve the quality of services and inform Users about new services and capabilities of RUTUBE, and information posted on the Site, and / or any service of the Site and / or in the process of displaying Content, as well as to receive organizational, technical and other, including advertising / marketing information from the Administration and / or third parties, advertisers, directed by the Administration and / or third parties in agreement with the Administration, incl. through telecommunication networks. This information can be sent, at the choice of the Administration: to the email address and / or mobile phone number, and / or using other communication channels specified by the User when registering on the Site and / or additionally in the Personal Account. The messages specified in this clause of the Agreement do not include the Administration's service messages related to the User's actions in RUTUBE, or the Content posted by him, including notification and / or service messages sent to the User on behalf of the Administration by the communications operator via the mobile radiotelephone network (sending individual messages to subscribers containing numeric, alphabetic or alphanumeric combinations (codes, passwords),

11.2. The user has the right to refuse to receive some notifications and messages from the Administration when RUTUBE provides such an opportunity.

11.3. The user at any time can change the frequency of receipt of these information messages or completely refuse to receive them by clicking on the appropriate command in the information message itself (in which it may be necessary to click on the link "Unsubscribe from mailing" on the corresponding Internet page and establish the required procedure for receiving information messages, or refusal to receive them in the future by selecting the appropriate item in the menu that opens).

11.4. If, after going through the procedure for changing the frequency of receiving information messages, or refusing to receive information messages, the User continues to receive them with the same frequency, then the User needs to contact the Administration by sending a message describing the problem from the e-mail address to which the information message was received. message to the Administration's email address  [**help@RUTUBE.ru**](mailto:help@rutube.ru)  or  [**claims@RUTUBE.ru**](mailto:claims@rutube.ru) .

**12. FINAL PROVISIONS**

12.1. The applicable law under this Agreement is the law of the Russian Federation. All disputes regarding the Agreement are resolved in accordance with the current legislation of the Russian Federation at the location of the Administration.

12.2. In the event that regulatory legal acts are adopted by the authorities of the Russian Federation, affecting in whole or in part the functioning of the Site, the Administration reserves the right to make any changes in the functioning of the Site aimed at bringing the latter in line with the new standards.

12.3. The Administration is not engaged in preliminary moderation or censorship of comments or User Content, and if the corresponding obligation is not assigned to the Administration by the current Russian legislation, then the Administration takes actions to protect the rights and interests of persons only after the interested person has contacted the Administration in the manner prescribed by the Administration. At the same time, the Administration has the right, at its sole discretion, to limit or remove from the Site and / or from any service of the Site, the comment function without prior notice to Users.

12.4. The rights to all objects that make up the RUTUBE technology, the program code of the RUTUBE System, the RUTUBE Site, and their design or any service (including mobile applications), in general and its individual elements, the rights to the database, which is a collection of materials and information (except for the user content and Units of content / materials posted by the Author, User, Partner, Copyright Holder) posted on the Site / and / or in the System / on the symbiotic Internet resources of RUTUBE (hereinafter, the "Database"), belong to the Administration or is legally managed by it , and these objects are the result of the intellectual activity of the Administration (or the respective Copyright Holders) and are protected by Russian and international legislation governing intellectual property issues, copyright and related rights. At the same time, the state registration of rights to the System / "Database" is carried out exclusively by the sole decision of the Company, although by virtue of the provisions of Article 1262 of the Civil Code of the Russian Federation, such registration is not mandatory.

12.5. For any claims, questions or suggestions regarding the operation of the Service, Users can contact the Administration by e-mail addresses:  [**help@RUTUBE.ru**](mailto:help@rutube.ru)  or  [**claims@RUTUBE.ru**](mailto:claims@rutube.ru) . When filing a claim with the Administration, the User must provide documents confirming the validity of the claim, as well as indicate his account data on the Service.

12.6. In accordance with sub. 6 p. 1 of Art. 10.5. 149-FZ "On information, information technology and information protection" The Administration has set the following e-mail address for sending legally significant messages from the Federal Service for Supervision of Communications, Information Technology and Mass Media (Roskomnadzor):  [**nopasaran@RUTUBE.ru**](mailto:nopasaran@rutube.ru) . This address is not intended for sending messages by Users to the Administration. Users should send messages only to the email address in accordance with clause 12.5. Agreements.

12.7. This Agreement enters into force from the moment it is accepted by the User and is valid for an indefinite period.

12.8. The User can terminate this Agreement by deleting his Account. The administration may terminate this Agreement by sending a notification to the User.

12.9. After termination of this Agreement, the User loses all rights to use the RUTUBE System, or his access to the RUTUBE System may be carried out with restrictions established by the Administration and / or the functionality of the System.

12.10. If the User has problems using RUTUBE, the Parties understand and agree that the User is obliged to familiarize himself with the information specified on the next page of the Site before filing a claim with the Administration:  [**https://RUTUBE.ru/info/faq/**](https://rutube.ru/info/faq/) . If the information on the specified page of the Site did not help, the User has the right to file a claim with the Administration at the address specified in clause 12.5 of this Agreement, which the Administration considers within 30 (Thirty) days from the date of receipt. The Parties agreed that all disputes arising from the relations of the Parties will be resolved in court at the location of the Administration with the obligatory observance of the pre-trial claim procedure for resolving disputes.