



Terms & Conditions

Welcome to CinemaWell.com!

BEFORE USING CINEMAWELL, PLEASE READ THIS USER AGREEMENT CAREFULLY!

THE USER AGREEMENT

CinemaWell is a service which is available on the Internet at <http://www.cinemawell.com> and is available to anyone through the Site and Application on the terms of this User Agreement. CinemaWell allows the User to watch licensed video content at a certain time with other Users via the Internet and various electronic devices (hereinafter - CinemaWell Service).

1. Terms and definitions

Following terms and definitions are used in the User Agreement:

TICKET – a nominal electronic ticket, received for free or bought by the User, allows Users to watch movies in CinemaWell Theater. Each Ticket has a title of a specific film that the User can watch, as well as a fixed time to watch it. Ticket is stored in the User's personal account in CinemaWell Theater.

VIDEO CONTENT - audiovisual work consisting of a fixed series of interconnected images (with or without sound) and designed for visual or hearing (if accompanied by sound) perception by means of appropriate technical equipment. Audiovisual works include cinematographic works, as well as all works expressed by means similar to cinematography (television and video films and other similar units), regardless of their initial and subsequent fixation.

CINEMA OWNER – individual or legal entity that has passed the registration procedure on the Site using their account at social networking sites, has the rights and opportunities of Viewers and Cinema Owners.

VIEWER – individual or legal entity that has passed the registration procedure on the Site using their account at social networking sites, has the rights and opportunities of Viewers.

OTHER PARTIES – any individual or legal entity not registered in the CinemaWell Theater.

CINEMA – section in CinemaWell Theater which contains Movies posted by Cinema Owner or Pro-account User and uploaded by Pro-Account User.

CINEMAWELL THEATER – combination of software, hardware, visual and other tools, including the Site and Application, that are used by Users to access the CinemaWell Service.

COMPANY CINEMAWELL LIMITED – CinemaWell Limited (4210, Office Tower, Convention Plaza, 1 Harbour Road, Wanchai, Hong Kong), as well as its affiliates, representative offices and other separate units.

USER – individual or legal entity that has passed the registration procedure on the Site using their account at social networking sites (Viewer, Cinema Owner), as well as those that completed the registration through the verification procedure (Pro-account User).

PRO-ACCOUNT USER – individual or legal entity that has passed the registration procedure on the Site as a User, has registered a Cinema and passed the verification procedure by CinemaWell Limited as a Pro-account User. Has the rights and opportunities of Viewers, Cinema Owners and Pro-Account Users.

USER AGREEMENT - the text of this agreement with all the changes and additions, as well as additional agreements and applications, if they are identified as such. Privacy Policy of CinemaWell is an integral part of the User Agreement. Cooperation Agreement between CinemaWell Limited and the User is an integral part of the User Agreement for Pro-account Users.

RIGHTHOLDER – CinemaWell Limited, Users or other parties that have copyrights, related rights, exclusive rights and other rights to films and other intellectual property featured in CinemaWell Theater.

APPLICATION – software on a User’s device providing access to the CinemaWell Service.

THE SITE – collection of web pages that are part of CinemaWell Theater and are united by a single domain address cinemawell.com. Also includes other software applications and user interfaces that provide access to the Site’s web pages.

DEVICES – telephones, mobile communicators (smart phones), personal computers, tablet computers, TVs, set-top boxes, wearable electronics and other devices allowing to use CinemaWell Theater through a browser or application. The list of specific devices by which CinemaWell Theater may be accessed, is specified in section 10 of the User Agreement.

ACCOUNT - account that identifies the person, status, actions, rights and opportunities of the User CinemaWell Theater.

MOVIE – Video content, regardless of its Rightholder, type, purpose, quality, duration, genre, and other qualities, including streaming live video, teasers, trailers and the presentation of products, which is being or has already been posted in CinemaWell Theater by CinemaWell Limited, Cinema Owner or the Pro-account User.

2. GENERAL TERMS OF THE USER AGREEMENT

2.1. The subject of the User Agreement is the relationship between the Company CinemaWell Limited and you (User) about the use of CinemaWell Theater. User Agreement establishes all the necessary conditions and terms of use of CinemaWell Theater.

2.2. Registraton in CinemaWell Theater or actual use of its facilities and services mean unconditional acceptance of all terms (without exceptions) of the User Agreement without any reservations and exceptions.

Ignorance of the User Agreement shall not relieve the User and other parties from liability for non-compliance. User agrees to abide by all the terms of the User Agreement. Failure to comply with the Terms of the User Agreement may result in immediate restricting or blocking of the User’s access to CinemaWell Theater, and the removal of the User’s Account.

Watching movies and using other services of CinemaWell Theater are impossible without the User's registration.

2.3. CinemaWell Limited has the right to amend or otherwise modify the User Agreement at any time and without any prior or subsequent notification to the User, and the User unconditionally accepts the obligation of all such additions and amendments. In that case, if the User does not agree with the additions or changes to the terms of our User Agreement, they shall immediately cease all use of CinemaWell Theater. All additions or other modifications of the User Agreement shall enter into force on the date of publication of the new edition of the User Agreement in CinemaWell Theater. CinemaWell Limited reserves the right to notify Users of the additions and changes the User Agreement at any convenient time by posting a notice in the form of banners and other elements in the CinemaWell Theater. In any case, the User is obligated to monitor all amendments and other changes to the User Agreement by visiting the following address in the Internet: <http://www.cinemawell.com/>. The User undertakes to regularly, but not less than once in ten days, get acquainted with the content of the User Agreement in order to monitor its timely additions or other changes.

2.4. All matters related to the provision of access rights to the Internet, the acquisition and setup of the relevant hardware and software for this purpose are solved by the user. The User Agreement does not cover these matters.

2.5. All designations and section titles of the User Agreement do not bear any legal sense and are intended solely for the reading convenience. Uppercase and lowercase letters of definitions and terms are used for reading convenience of the User Agreement.

2.6. CinemaWell Limited can remove a User Account in CinemaWell Theater at any time. CinemaWell Limited is not obliged to notify the User about deleting User accounts, as well as to inform the User about the reasons for such removal. CinemaWell Limited reserves the right to notify the User about deleting their account when attempting to log in to the Account in CinemaWell Theater. A matter of the restoration (renewal) of the registration of the User in CinemaWell Theater is resolved by CinemaWell Limited at any convenient time with or without a contact from the User.

2.7. All notices, reports, letters, and any other documents directed to the CinemaWell Limited are sent by the User in electronic form to the following address: info@cinemawell.com. Informational messages or other messages without attached documents can be sent to the CinemaWell Limited through the "Contact" form on the Site.

It is possible to send notifications, messages, letters and any other documents to the CinemaWell Limited at the following address:

2.8. The User shall not assign or otherwise transfer their rights and obligations of the User Agreement to anyone.

2.9. Nothing in the Terms of the User Agreement can be regarded as setting agency relationship between the User and the CinemaWell Limited, partnership relations, relations on joint activities, relations on a personal employment, or other relations that are not expressly provided for by the Terms.

2.10. The User is aware and certainly agrees that the CinemaWell Limited can collect, in any convenient way without any prior or subsequent notice, statistic data of any User actions in CinemaWell Theater on the conditions stated in the Privacy Policy, which is an integral part of the User Agreement.

2.11. The user is aware and unconditionally agrees that in CinemaWell Theater may contain various direct, indirect and/or hidden advertising of CinemaWell Limited, Users and other parties, for example, advertising of goods, services and jobs, and that the presence of such advertising is a necessary condition for the use of CinemaWell Theater. CinemaWell Limited shall not bear any material and other responsibility for the content of such advertising or for its inconsistency with the advertising law. CinemaWell Limited's liability arises only in the cases expressly provided in the advertising law and applied to the CinemaWell Limited. THE USER AGREES TO RECEIVE ANY ADVERTISING INFORMATION IN CINEMAWELL THEATER.

2.12. The user is aware and unconditionally agrees that watching movies and using the services of CinemaWell Theater can be for free as well as for a payment.

2.13. Any information and data posted in CinemaWell Theater by Users and other parties, not CinemaWell Limited, including the information or data obtained by the User as a result of watching movies or as a result of the correspondence between Users in the comments, as well as in other cases, can not be regarded as a reliable and / or official source of information. The User decides if the information is true and/or accurate on their own. CinemaWell Limited can not be held responsible for damage of any kind that may be incurred or suffered as a result of using such information. THE USER USES SUCH INFORMATION IS AT THEIR OWN RISK.

2.14. CinemaWell Theater may contain links to other resources on the Internet. User agrees that the CinemaWell Limited does not control and is not in any way responsible for the availability and content of such resources, and for any consequences that are associated with a visit to and use of such resources. The User refers to other resources on the Internet at their own risk.

2.15. User Agreement is concluded for an indefinite period of time and extends to the User registered in the CinemaWell Theatre or the User with an actual access to

CinemaWell Theatre before the publication of the User Agreement and after the date of its publication.

2.16. The User agreement and the relationship between the CinemaWell Limited and the User are governed by and construed in accordance with the laws of the Russian Federation. Any questions, unresolved by the User Agreement, shall be settled in accordance with the law of the Russian Federation.

2.17. Recognition of any term of the User Agreement by the court shall not result in the invalidity of the other terms of the User Agreement.

2.18. User undertakes to immediately notify CinemaWell Limited of any unauthorized (without User's permission) use of CinemaWell Theater through their Account. For safety reasons, the User undertakes to independently carry out a safe shutdown of their account at the end of work with CinemaWell Theater.

CinemaWell Limited shall not be responsible for damage of any kind to User data, as well as any other effects that are caused by a violation of the Terms of this paragraph. In this case, all acts performed by another party through the User's account will be considered performed by the User.

2.19. The User (individual) confirms that they have reached the age of 18, and are not limited in legal capacity and are not incapacitated.

2.20. The User (legal entity) confirms that such an entity is the current (listed in the registry) under the law of the country where it is registered, and that by using the CinemaWell Theater does not violate applicable laws, including the laws of the country where it is registered, where the head office is and / or where it conducts its principal activity.

3. USER'S REGISTRATION IN CINEMAWELL

3.1. Using CinemaWell Theater requires registration. User Registration is only possible on the Site.

As a result of a completed registration the User gets an Account that allows to identify his identity, status, actions, rights and opportunities in the CinemaWell Theater.

3.2. Personal and other User data is stored and processed in accordance with the terms of the Privacy Policy of CinemaWell (<http://www.cinemawell.com/>).

3.3. User Registration in CinemaWell Theater is completed by using the User's account in one of the suggested social networks (Facebook, Twitter, Instagram, Vkontakte). After registering in the CinemaWell through social network the User is assigned to category "Viewer".

The viewer has the right to open their own cinema in CinemaWell. After creating their own Cinema, the viewer is assigned to category "Cinema owner."

One User has the right to register no more than 3 Accounts in CinemaWell Theater. The User that registered more than one Account, has the right to open a Cinema (to become the Cinema Owner) and post movies to only on one of these accounts. If the User violates this rule, CinemaWell Limited has the right, without any prior or subsequent notification, to remove one or more User Accounts in CinemaWell Theater, as well as to restrict or block the User's access to CinemaWell Theater.

3.4. It is necessary to implement a number of the following actions to register as a User in CinemaWell Theater and to get a status of "Viewer":

3.4.1. Open the main page of the Site and choose the link "Log in".

3.4.2. In the window that opens, select the social network account from those that are suggested. Selection of a social network is done by clicking on the icon of the social network that will be used for User's registration. After clicking on the social network's icon, a special form is loaded where the User must enter their login and password for the selected social network. If the User does not have an account in the social network they chose, then registration in CinemaWell Theater is impossible. In this case, the User will need to either create an account in the chosen social network, or to refuse registration in CinemaWell Theater and leave the site.

3.4.3. After the User specifies their login and password of the account in the chosen social network, the User is prompted to further familiarize with the User Agreement and Privacy Policy of CinemaWell and further confirm compliance with their terms by ticking a box "I agree with the terms of the User Agreement and Privacy Policy of the Theater".

3.4.4. After performing all the actions specified in paragraphs 3.4.1.-3.4.3. of the User Agreement, the Account that is associated with the User's account in the chosen social network will be automatically created.

3.5. The Viewer has to implement a number of the following actions to open their own Cinema and become a "Cinema Owner":

3.5.1. Log in to their account.

3.5.2. On the site, click on the link "Get Own Cinema" and fill in all the necessary data in the blanks. After their completion, click on the link "Create a Cinema." In case the Viewer changed their mind and decided not to create their own Cinema before filling all the boxes and clicking on the link "Create cinema", they will need to click "Cancel."

Created Cinema can also be removed by CinemaWell Limited on User's request directed by e-mail specified in paragraph 2.7. of the User Agreement. In such a case, CinemaWell Limited may request any information and any documents necessary to confirm the affiliation of a given Cinema to the User who submitted such a request.

3.5.3. The Viewer is given the status of a "Cinema owner" after creating their own Cinema

3.6. The Viewer or Cinema Owner need to pass the verification procedure in CinemaWell Theater to get a status of a "Pro-account User". Verification procedure includes a number of the following of actions:

3.6.1. Send a letter to CinemaWell Limited's e-mail specified in paragraph 2.7. of the User Agreement. The letter must contain an unconditional wish to obtain the status of Pro-account User, as well as the necessary contact information of the Viewer or the Cinema Owner. Letter must be written in free form in English.

3.6.2. After CinemaWell Limited receives the letter, the company contacts the Viewer or the Cinema Owner in any available way to hold negotiations in English. In the course of such negotiations, CinemaWell Limited makes a subjective assessment of the quality of the Movies that are planned to be posted in CinemaWell Theater. CinemaWell Limited must request all relevant information and documents that could confirm the presence of all the necessary copyrights, related or other exclusive rights to the Movies and other results of intellectual activity the Viewer or Cinema Owner plans to post. Request and confirmation of such rights is regulated in section "Intellectual Property" of the User Agreement.

3.6.3. After all the negotiations and checking the rights of the Viewer or the Cinema Owner CinemaWell Limited decides whether to grant such a person the status of a "Pro-account User". In any case, the decision is made solely by CinemaWell Limited. Decision-making is not limited in time and is determined only by CinemaWell Limited. CinemaWell Limited has the right to refuse to grant the Viewer or the Cinema

Owner the status of "Pro-account User" without explaining the reasons for such refusal.

3.7. The User needs to register as a Viewer in the manner specified 3.4. of the User Agreement in order to create their own Cinema (to get the status of "Cinema Owner") or to get the status of "Pro-account User".

4. THE USER'S RIGHTS, OBLIGATIONS AND OPPORTUNITIES IN CINEMAWELL THEATER

4.1. The User in CinemaWell Theater is not allowed to:

4.1.1. Post, upload and / or in any way distribute in CinemaWell Theater Movies that do not comply with the requirements contained in the User Agreement.

4.1.2. Violate the rights of other users or other parties, including minors.

4.1.3. Cause material and / or moral damage to other users or other parties, including minors.

4.1.4. Impersonate another person or another organization, a representative of an organization (community) without sufficient rights, including impersonating an employee or the owner of CinemaWell Limited, or the Cinema Owner.

4.1.5. Use CinemaWell Theater for any illegal purposes, including activities against the Users or other parties, countries and international organizations.

4.1.6. Collect and store any personal data about other users or other parties when using CinemaWell Theater.

4.1.7. Disrupt the normal operation of CinemaWell Theater.

4.1.8. Promote, encourage or call for actions that are aimed at violation of the restrictions and prohibitions established by the User Agreement, as well as at any violation of the laws.

4.1.9. Infringe upon or in any way discriminate the rights of Users and other parties based upon racial, national, social characteristics, as well as age, gender, religion and sexual orientation of the Users and other parties.

4.2. The user of CinemaWell Theater undertakes to:

4.2.1. To provide only accurate and actual information in the registration process in CinemaWell Theater and / or in the process of registration and verification for granting the status of " Pro-account User " in CinemaWell Theater.

4.2.2. Strictly comply with all the terms of the User Agreement.

4.3. The Viewer has the following rights and opportunities:

4.3.1. Watch Movies in Cinemas at the times set by the Cinema Owner or the Pro-account User by purchasing a ticket (if watching a Movie is for a fee) or by getting a free ticket (if watching a Movies is free of charge).

4.3.2. Write comments in a special form which is provided in the CinemaWell Theater.

4.3.3. Use the built-in services 'Share' (distribution and publication of information about the Movie, Tickets etc. through social networks and other services, the list of which is defined in the CinemaWell Theater).

4.3.4. Invite other Users and other persons to a Movie screening.

4.3.5. Use the service "Watch with stranger".

4.3.6. Other rights and opportunities which are included in the User Agreement.

4.4. Cinema owner has the following rights and opportunities:

4.4.1. Rights and opportunities of the Viewer that are provided in paragraph 4.3. of the User Agreement.

4.4.2. Post Movies in the created Cinema by linking to the uploaded Movie at the services Youtube and Vimeo.

4.5. Pro- account User has the following rights and opportunities:

4.5.1. Rights and opportunities of the Viewer and the Cinema Owner that are provided in paragraph 4.3. and 4.4. of the User Agreement.

4.5.2. Post Movies in the created Cinema by uploading a Movie to the CinemaWell Theater hosting.

4.5.3. Decide what kind of ticket will be set for each of their Movies (free or paid ticket).

4.5.4. Set the price for the Tickets (if Tickets are not free) for their Movies in CinemaWell Theater.

4.5.5. Determine the time when other Users will be able to start watching a Movie.

4.5.6. Receive income from the sale of Tickets (subject to CinemaWell Limited's commission) under the conditions defined by the Cooperation Agreement between CinemaWell Limited and the Pro-Account User, which is an integral part of the User Agreement for Pro-account Users and shall apply to all Users who were granted the status of " Pro-account User ".

5. RIGHTS AND OBLIGATIONS OF THE COMPANY CINEMAWELL LIMITED

5.1. CinemaWell Limited has the right to:

5.1.1. Restrict or block the User's access to CinemaWell Theater at any time without prior or subsequent notice, including removal of all of the User's accounts, without explaining the reasons and motives of such action and without any obligation to such User, including compensation for any losses.

5.1.2. Remove or edit (moderate) any information that has been provided by the User in CinemaWell Theater at any time without prior or subsequent notice, without explaining the reasons and motives of such action and without any obligation to such User, including compensation for any losses.

5.1.3. Watch any movies (both free and paid) at any time, free of charge, as a Viewer (CinemaWell's Account - AdminCINEMAWELL)

5.1.4. Delete or move Movies posted by the User at any time, without giving any reason and without any prior or subsequent notice. The User agrees that such

actions of CinemaWell Limited do not cause them any loss or other damage, including lost profits.

5.1.5. To take any other actions that are either included or not included in the User Agreement, but are not limited by it.

5.2. Obligation of CinemaWell Limited is only to ensure the provision of technical opportunities for Users to access the CinemaWell Theater in the manner specified by the User Agreement.

5.3. CinemaWell Limited is entitled to make a variety of informational or promotional mailing only after obtaining the prior consent of the User to receive it. Such consent may be given at any time in the User's Account in CinemaWell Theater.

6. RELEASE OF LIABILITY AND WARRANTIES

6.1. THE USERS USE CINEMAWELL THEATER AT THEIR OWN RISK. CINEMAWELL THEATER IS PRESENTED "AS IT IS." CINEMAWELL LIMITED MAKES NO WARRANTIES OR ASSURANCES REGARDING CINEMAWELL THEATER

6.2. CinemaWell Limited is not responsible for:

6.2.1. Relevance of CinemaWell Theater as a whole or of any part of it, including relevance of facilities, content, quality and speed of work, to goals and expectations of Users or other parties. CinemaWell Theater is also not responsible for relevance of Movies, including their quality, playback speed and content, to goals and expectations of Users or other parties.

6.2.2. Complete or partial loss of the User's or other parties' access to Movies and other results of intellectual activity posted in CinemaWell Theater, including uploaded on third-party services like Youtube and Vimeo, and uploaded to the CinemaWell hosting.

6.2.3. The occurrence of any technical errors or problems that are associated with the work of CinemaWell Theater and the ability to use CinemaWell Theater on any Device at a certain time, and in any other cases that are associated with the normal functioning and work of CinemaWell Theater.

CinemaWell Limited shall not be responsible for any errors, omissions, interruptions, deletion, defects, delay in operation or transmission, communications lines failure, theft or destruction or unauthorized access of other parties to the results of intellectual activity posted in CinemaWell Theater. CinemaWell Limited is not

responsible for any technical malfunctions or other problems for technical reasons of any telephone network or service, computer systems, servers or providers, computer or telephone equipment, software, failure of e-mail services or scripts. CinemaWell Limited is not responsible for error-free CinemaWell Theater work, safety of login or password that provide the Users access to CinemaWell Theater or its individual services.

6.2.5. The User's use of unlicensed copies of the software, including any illegal variations and modifications of the Application that affect or may affect the operation of CinemaWell Theater as a whole or any part of it.

6.2.6. The loss or other damage to the User, including harm to the physical or mental health, if such damage was caused by the CinemaWell Theater, including situations connected with its use. Infliction of losses incurred by the User for reasons related to technical failures of hardware or software.

6.3. CinemaWell Limited is not responsible for any damage caused to the User's or other parties' Device or to any other hardware or software by or associated with a CinemaWell Theater, including situations connected with its use.

6.4. Under no circumstances shall CinemaWell Limited be responsible for any direct, indirect, unintentional damage incurred by the User or other parties, including lost profits or lost data, damage to the honor, dignity or business reputation caused by the use of CinemaWell Theater or by the results of intellectual activity posted in CinemaWell Theater. In any case, the CinemaWell Limited and the User agree that the amount of loss of CinemaWell Limited for any violations related to the use or CinemaWell Theater or the User Agreement, is limited by CinemaWell Limited and the User to the sum of one thousand (1,000) dollars. In case unlawful actions of the User associated with the use of CinemaWell Theater or the User Agreement, cause any losses and damages to CinemaWell Limited, including lost profits, the User agrees to compensate all incurred costs and damages, including lost profits, in full.

6.5. CinemaWell Limited makes no warranty that the use of CinemaWell Theater will not cause any expenses and losses to the User and other parties and that such use will not in any way violate their rights and legitimate interests.

6.6. CinemaWell Limited shall not be liable to the User or other parties for:

6.6.1. Any actions of the Users CinemaWell Theater.

6.6.2. The quality of goods and services that were purchased or obtained for free by the User and other parties after viewing any advertising messages (eg, banners, movies, etc.) in the CinemaWell Theater. CinemaWell Limited is not responsible for

the quality or reliability of any advertising information in CinemaWell Theater, and for the quality of the advertised goods, works and services in CinemaWell Theater.

6.6.3. The consequences of the use of any information The User receives or may receive in CinemaWell Theater.

6.7. CinemaWell Limited shall not be responsible for any damage that was caused to the User as a result of the CinemaWell Limited's acts referred to in paragraph 5.1.1. and 5.1.2. of the User Agreement.

6.8. CinemaWell Limited is not responsible for breach of the User Agreement by the User. If other parties present any claims or lawsuits to CinemaWell Limited arising from the User's use of CinemaWell Theater, the User undertakes to settle these claims with other parties, on their own and at their own expense, protecting CinemaWell Limited against possible losses and proceedings, including legal proceedings.

6.9. CinemaWell Limited is not responsible for the deletion, restriction, blocking, inability to watch or other actions that were committed by the administration of services Youtube or Vimeo regarding Movies that have been uploaded by Cinema Owners or Pro-account Users to these services.

7. MOVIES IN CINEMAWELL THEATER

7.1. Movies posted or uploaded in CinemaWell Theater must comply with all requirements set by the User Agreement.

7.2. Possibility of posting and uploading the Movie to the CinemaWell Theater is available only through the website.

7.3. To post a Movie in CinemaWell, the Cinema Owner should:

7.3.1. Upload their Movie to third-party services - Youtube or Vimeo.

7.3.2. Get a link to uploaded Movie on Youtube or Vimeo and put it (write it themselves or take a sequence of actions "copy / paste") in the box "Source url" when registering a Movie in their Cinema at the Site.

Uploaded Movies are stored and processed only by those third-party services (Youtube, Vimeo), where they are located. CinemaWell Limited is not responsible for the accuracy or availability of the links that have been formed by such services, or for the correctness and consistency of actions of the User regarding the posting of a Movie in CinemaWell Theater.

7.4. Pro-account User can upload Movies in CinemaWell Theater in a manner that is provided for the Cinema Owner (paragraph 7.3. of the User Agreement), or in a manner which is only available for the Pro-account User (paragraph 7.5. of the User Agreement).

7.5. Instead of uploading Movies to the third-party services Youtube or Vimeo in the manner provided in paragraph 7.3. of the User Agreement, the Pro-account User can upload their movie to CinemaWell Theater hosting.

7.6. Posted or uploaded Movie must not:

7.6.1. Be libelous and/or offensive to morality, contain profanity.

7.6.2. Contain incitement to commit any illegal acts, including terrorism, extremism, illegal strikes, discrimination, illegal rallies and protests.

7.6.3. Display or promote violence and cruelty, including violence towards minors and animals.

7.6.4. Violate the rights of intellectual property of other Users or other parties.

7.6.5. Display or promote any discrimination based on race, nationality, social origin, age, gender, religion, sexual orientation and other characteristics of the Users and other parties.

7.6.6. Contain scenes of explicit sexual or pornographic nature.

7.6.7. Directly or indirectly demonstrate the process of using, making and / or other use of drugs, weapons or other things, goods and services that are prohibited or restricted by law.

7.6.8. Contain insults and threats to the Users or other parties, except in cases where insults and threats are part of the script of the Movie, are made regarding fictitious persons and do not contain the offense under criminal law.

7.6.9. Violate the privacy, discredit and defame the honor and dignity or business reputation of other Users or other parties.

7.6.10. Contain only commercial advertising, as well as spam, information about online earning, "pyramid" financial schemes, network marketing (MLM) and other similar information.

7.7. CinemaWell Limited has the right to inspect the User's Movies for their compliance with the User Agreement at any convenient time without prior or subsequent notice. CinemaWell Limited reserves the right to subjectively evaluate a Movie for compliance with the User Agreement.

7.8. Movies posted or uploaded to the CinemaWell Theater, as well as the services and facilities available in the CinemaWell Theater, may or may not be translated to or voiced in the language of the User. The User, while using CinemaWell Theater, expresses their unequivocal consent to watch Movies in the language version it is available in CinemaWell Theater, and undertakes to refrain from claims and demands to CinemaWell Limited, Cinema Owners or Pro-account users about the availability of a Movie or a service in the User's language.

7.9. CinemaWell's Pro-account User can upload streaming video in real time (streaming Movies) through a third-party service Youtube. Pro-account user should acquire all rights and permits to broadcast the Video Content on YouTube. Without such rights and permits it is impossible to post a streaming Movie in CinemaWell Theater. Broadcasting of a streaming Movie is made only via Youtube.

Watching a streaming Movie is available to the Users after buying a ticket or receiving a ticket for free. This screening is carried out at a fixed time set by the Pro-account User.

Pro-account User posts a link in CinemaWell Theater to a relevant streaming Movie, which is broadcasted via Youtube. Pro-account User has the right to sell tickets to streaming movies.

7.10. All rules and regulations, which are provided by the User Agreement for the Movies, also apply to the streaming Movies.

8. PAYMENTS IN CINEMAWELL THEATER

8.1. In CinemaWell Theater the User is able to watch Movies only if they have a ticket to the respective Movie.

There are two kinds of tickets in CinemaWell Theater:

- free ticket (it gives the User the right to watch a certain Movie once, for free, at the time and date set on the ticket);
- paid ticket (it gives the User the right to watch a certain Movie once, for a charge, at the time and date set on the ticket).

If the price is not stated in the ticket's description, it is a free ticket.

Some services and facilities of CinemaWell Theater can be obtained by the User only if they pay a certain price, which is established by CinemaWell Limited.

8.2. Only Pro-Account User has the right to distribute paid tickets to their Movies in CinemaWell Theater and receive income from the sale of tickets to other Users. The kind of ticket (paid or free) and its price are determined by the Pro-account User independently and are subject to change at any convenient time without prior or subsequent notice to the other Users, except when such User has already received a free ticket or bought a paid ticket to watch a Movie, but did not have time to watch it at the time set in the Ticket.

Cinema owner has no right to set paid tickets to their Movies in CinemaWell Theater and to receive any income from free tickets.

8.3. All prices in CinemaWell Theater are in USD. Payment Currency is USD. When paying for tickets and services in a currency other than USD, the User's currency is automatically converted to USD. Such a conversion is made through banks and other organizations and is not carried out or controlled by CinemaWell Limited. All operations related to buying tickets and services in CinemaWell Theater are implemented through specialized payment systems in accordance with the terms and conditions accepted by these systems. CinemaWell Limited is not responsible for the success of such a currency conversion, of any payment when making purchases in CinemaWell Theater, as well as any other actions and consequences that do not allow the User to purchase a ticket or a service in CinemaWell Theater.

If, for whatever reason, a break of a remote communication, the error in a code (of the Site or Application) or any other technical problem occurs that resulted in the

inability to visit the Screening, to buy a ticket or a service, or other negative consequences, CinemaWell Limited is not responsible for such consequences to the User or other parties and will not compensate for losses or refund the price of a ticket or a service. CinemaWell Limited is not responsible for the failure of the User's buying procedure due to lack of funds needed to purchase tickets or services on their bank, personal or other accounts. The User is obliged to monitor the availability of their funds on their bank, personal or other accounts.

8.4. Ticket or service is not refundable when such purchase was made by the User's mistake or by accident.

CinemaWell Limited reserves the right to consider refund or reimbursement of a ticket or a service price depending on each case. Any decision taken by CinemaWell Limited to refund or compensate a ticket or a service price in the case of the corresponding request from the User can not be a reason for a refund or compensation of a ticket or a service price in another similar or dissimilar case after the request from the same or from another User.

8.5. Purchasing of tickets and services in CinemaWell Theater can be carried out in the following ways:

- via electronic funds (PayPal);
- via international payment systems Visa and Master Card;
- via the short message system (SMS);
- via other methods.

All existing methods and the procedure of purchasing tickets and services in CinemaWell Theater can be found in the relevant section of the ticket or service purchase.

8.6. By purchasing a ticket or a service via any method specified in paragraph 8.5. of the User Agreement, the User acknowledges that:

- they agree to make a payment, agree to a currency conversion and debiting funds from their bank, personal or other accounts in the amount of the ticket or the service price, as well as to a payment of all applicable taxes, fees and cost of services, which are established for such payment, conversion and debiting;

- purchasing a ticket or a service does not violate the age or other restrictions set by their law, the Pro-Account User or CinemaWell Limited;

- they have enough funds in their bank, personal or other accounts to buy a ticket or a service.

8.7. Ticket price in CinemaWell includes all statutory taxes and fees. Ticket price does not include the cost of communications services, the Internet, including Internet service via GPRS-traffic. Ticket price does not include commissions which may be charged by payment systems, mobile operators, banks and other organizations for payments, currency conversion and other types of debiting the funds in accordance with the terms and conditions that are established by these payment systems, mobile operators, bank and other organizations.

8.8. The User pays for the Internet access via their provider themselves, as well as for all commissions charged by payment systems, mobile operators, banks and other organizations.

8.9. Access to the screening of a Movie and the use of paid services in CinemaWell Theater is provided to the User only after full payment of the ticket or service price, and after CinemaWell Limited receives confirmation of the payment.

8.10. To buy tickets or services, the User should log in (make authorization) to CinemaWell Theater under their account, select the appropriate paid ticket or service and payment method, make the payment according to the instructions shown in CinemaWell Theater.

8.11. The User and CinemaWell Limited acknowledge and agree that paid Movie screenings and all paid services are considered to be provided to/received by the User at the moment they are paid by the User. The User and CinemaWell Limited acknowledge and agree that free movies and free services are considered to be provided properly to the User at the moment the User starts to receive them. The User does not make and will not make any claims to CinemaWell Limited about the quality of free movies and services in CinemaWell Theater.

9. INTELLECTUAL PROPERTY

9.1. All results of intellectual activity, including Movies, design elements, text, graphics, images, photographs, videos, databases, music, sounds and other objects, used and featured in CinemaWell Theater, as well as CinemaWell Theater itself are intellectual property of their respective Rightholders.

Any use of the results of intellectual activity without the appropriate permission of the Rightholder is illegal and may be the reason for the trial and bringing the offenders to justice.

9.2. Except in cases that are specified in the User Agreement and the law, no result of intellectual activity, used or featured in CinemaWell Theater, can not be copied (reproduced), processed, distributed, downloaded, transferred, sold or otherwise used in whole or in part, without the appropriate permission of the Rightholder, unless the Rightholder explicitly expressed their consent to the free use of the results of intellectual activity by other parties.

9.3. By posting their Movies in CinemaWell Theater, Cinema owner or Pro-account user provide all other users with the right to use (watch) these Movies for personal non-commercial purposes under the conditions and within the time limits which are set out in paragraph 9.5. of the User Agreement.

9.4. By posting Movies and other results of intellectual activity in the CinemaWell Theater, Cinema owner or Pro-account user provide CinemaWell Limited with royalty-free, perpetual, non-exclusive, unrestricted (unlimited term of the license and international) license to any rights of the use of Movie and other results of intellectual activity posted in CinemaWell Theater, including the right to play, transmit, distribute, publicly display, publicly perform, rent, process, broadcast via cable, make available to the public, as well as the right to use these Movies and other results of intellectual activities of Cinema owners or Pro-account User in CinemaWell Theater advertising on the Internet, radio, television, print and other media. This license is granted for the duration of the exclusive rights of the Cinema owner or Pro-account User for their Movies and other results of intellectual activity. CinemaWell Limited is not obligated to provide Cinema owners and Pro-account users with reports on the use of Movies as intellectual property.

9.5. By posting Movies in the CinemaWell Theater, Cinema owner provides all other Users with a non-exclusive, royalty-free, unlimited in territory (international) right to watch their Movies in CinemaWell Theater. The User gets such a right on the basis of the obtained free ticket to the Movie, and only under the conditions specified by this free ticket: a single free screening of a specified Movie at the certain time. All conditions for exercising the right to watch a Movie are specified in a free ticket and the User Agreement.

The Users have no right to use Movies and other intellectual property that was posted by Cinema Owner in any other manner.

9.6. By posting Movies in the CinemaWell Theater, Pro-account User chooses to provide all other Users with:

- non-exclusive, royalty-free, unlimited in territory (international) right to watch Pro-account User's Movies in CinemaWell Theater. The User gets such a right on the basis of the obtained free ticket to the Movie, and only under the conditions specified by this free ticket: a single free screening of a specified Movie at the certain time. All conditions for exercising the right to watch a Movie are specified in a free ticket and the User Agreement;

- non-exclusive, royalty-free, unlimited in territory (international) right to watch Pro-account User's Movies in CinemaWell Theater. The User gets such a right on the basis of the obtained paid ticket to the Movie, and only under the conditions specified by this paid ticket: a single paid screening of a specified Movie at the certain time. All conditions for exercising the right to watch a Movie are specified in a paid ticket and the User Agreement.

Terms of Ticket Sale are contained in Section 8, as well as in other paragraphs of the User Agreement. Pro-Account user decides whether they share tickets for free or sell them themselves.

In any case, all other Users have no right to use the Movies and other intellectual property for commercial purposes except under the conditions specified in the User Agreement, unless permission is obtained from the respective Rightholders.

9.7. CINEMA OWNER AND PRO-ACCOUNT USER GIVE CINEMAWELL LIMITED A WARRANTY THAT THEY HAVE THE NECESSARY RIGHTS TO POST THEIR MOVIES OR OTHER RESULTS OF INTELLECTUAL ACTIVITY AND THAT BY DOING SO THEY DO NOT VIOLATE THE RIGHTS OF Rightholders OR OTHER PARTIES TO THESE MOVIES AND OTHER RESULTS OF INTELLECTUAL ACTIVITY. CINEMA OWNER AND PRO-ACCOUNT USER ALSO AGREE TO SETTLE, ON THEIR OWN AT THEIR OWN EXPENSE, ALL CLAIMS, INCLUDING LAWSUITS, AGAINST OR CINEMAWELL LIMITED IN CONNECTION WITH ANY VIOLATION OF Rightholders' AND OTHER PARTIES' INTELLECTUAL PROPERTY RIGHTS BY CINEMA OWNERS OR PRO- ACCOUNT USERS.

CinemaWell Limited has the right, at its sole discretion and at any time, request documentation or any other information from Cinema owner or Pro-account User that can reliably confirm the right of these Users to intellectual property, including Movies and their constituent elements (sound, script etc), that were posted by those Users in CinemaWell Theater. Such rights can be supported by providing CinemaWell Limited with agreements (contracts) between such Users and Rightholders or a letter from the Rightholder, in which the Rightholder gives permission to the Cinema Owner or Pro-account User to use their Movies for commercial and other purposes,

to post or upload Movies to CinemaWell Theater, to receive income from ticket sales etc.

All submitted documents must be valid. CinemaWell Limited has the right to set a time limit within which the Cinema Owner or Pro-account User must provide all the necessary information and documentation about the rights to post their Movies. If within the prescribed period of time the Cinema owner or Pro-account User does not provide such information and / or documentation, then Movies posted by them or Movies, supporting information and / or documentation to the rights to which was requested, can be removed from CinemaWell Theater without any any prior or subsequent notification to the Cinema Owner or Pro-account User.

10. FINAL TERMS

10.1. CinemaWell Theater can be accessed with the following devices:

- personal computers (via Internet browser to the Site);
- smartphones and phones with access to the Internet (via Internet browser to the Site);
- TV (with built-in Internet browser to the Site or via Smart-TV Application);
- tablet computers (via the Internet browser to the Site);

10.2. The User understands that the devices referred to in paragraph 10.1. of the User Agreement may not have all the necessary specifications or software to access CinemaWell Theater. CinemaWell Limited is not responsible to the User for the inability to access CinemaWell Theater using such devices

The User must manually monitor the changes in paragraph 10.1. of the User Agreement, as the list of devices can be gradually expanded.

COOPERATION AGREEMENT

BETWEEN CINEMAWELL LIMITED COMPANY

AND PRO-ACCOUNT USER

Please read all terms and conditions of Cooperation Agreement carefully!

1. GENERAL TERMS

1.1. This document (hereinafter - the Cooperation Agreement) defines the relationship between CinemaWell Limited and you (Pro-account User) on the use of CinemaWell Theater. The Cooperation Agreement regulates the following relationship between the Company CinemaWell Limited and the Pro-account User:

- conditions of tickets sale in CinemaWell Theater;
- size and order of charging commission from the ticket sale in CinemaWell Theater;
- procedure and conditions for receiving income from ticket sales by the Pro-account User;
- other issues that are associated with the implementation of the Pro-account User's opportunities, rights and responsibilities in CinemaWell Theater.

1.2. The cooperation agreement is an integral part of the User Agreement of CinemaWell. All terms and definitions of the Cooperation Agreement, except for those specified in the Cooperation Agreement, are determined by the User Agreement. All terms and conditions which are not reflected in the Cooperation Agreement are determined by the User Agreement.

1.3. Registration and verification procedure for obtaining the status of " Pro-account User " in CinemaWell Theater means that you (Pro-account User) accept all the terms of the Cooperation Agreement fully and unconditionally. After obtaining the status of " Pro-account User ", you agree to strictly comply with all terms of the Cooperation Agreement. Additional confirmation of the Pro-account User's consent to all the terms of the Cooperation Agreement is made by them by ticking the box "I agree with the terms of the Cooperation Agreement between the Company CinemaWell

Limited and the Pro-account User " during the first upload of a Movie to CinemaWell Theater.

Ticket sale, as well as getting other income in CinemaWell Theater is impossible without obtaining the status of "Pro-account User" and unconditionally accepting the terms of the Cooperation Agreement.

1.4. CinemaWell Limited has the right to amend or otherwise modify the cooperation agreement at any time and without any prior or subsequent notice to the Pro-account User, and Pro-account User unconditionally accepts the obligation of all such additions and amendments. All additions and other modifications to the Cooperation Agreement shall enter into force from the date of publication of the new version of the Agreement in the CinemaWell Theater.

CinemaWell Limited reserves the right to notify the Pro-account User at any convenient time about additions and changes to the Cooperation Agreement by placing a notice in the form of banners and other elements in the CinemaWell Theater. In any case, the Pro-account User is obligated to monitor all amendments and other changes to the Cooperation Agreement by visiting the following address in the Internet: <http://www.cinemawell.com/>. The User undertakes to regularly, but not less than once in ten days, get acquainted with the content of the Cooperation Agreement in order to monitor its timely additions or other changes.

If you do not agree with any term or condition of the Cooperation Agreement, then you need to refuse the registration and verification in CinemaWell Theater as a Pro-account User. If the Pro-account User does not agree with any addition or other change in the Cooperation Agreement, they are obliged to give up the status of the Pro-account User, notifying CinemaWell Limited by e-mail specified in paragraph 2.7. of the User Agreement. The Pro-account User's status is considered invalid at the moment CinemaWell Limited receives such a letter from the User on their email address.

1.5. The Cooperation agreement and the relationship between the CinemaWell Limited and the Pro-account User are governed by and construed in accordance with the laws of the Russian Federation. Any questions, unresolved by the Cooperation Agreement, shall be settled in accordance with the law of the Russian Federation.

1.6. All designations and section titles of the Cooperation Agreement do not bear any legal sense and are intended solely for the reading convenience. Uppercase and lowercase letters of definitions and terms are used for reading convenience of the Cooperation Agreement.

2. TERMS OF TICKET SALE IN CINEMAWELL THEATER

2.1. Pro-account user has the right to sell tickets in CinemaWell Theater and receive income from such sales only under all the conditions specified in the User Agreement and the Cooperation Agreement.

2.2. To sell tickets in the Theater and receive income from the sale, the Pro-account user must have an account at the operator of electronic funds PayPal (hereinafter - the Account). If the Pro-account User does not have one, then they are obliged to get it. The Pro-account chooses the type of the Account independently, based on the conditions and requirements that are imposed on the Pro-account User and their activity by PayPal. Prior to the start of ticket sales, the Pro-account User must inform CinemaWell Limited about all the details of the Account that are required for getting revenues from ticket sales in CinemaWell Theater.

IF THE PRO-ACCOUNT USER DID NOT MET THE REQUIREMENTS ESTABLISHED BY THIS POINT, THEY CAN NOT START A TICKET SALE IN CINEMAWELL THEATER AND RECEIVE INCOME FROM THE SALE.

2.3. All proceeds from the ticket sale in CinemaWell Theater go at the Pro-account User's Account directly, excluding CinemaWell Limited Company's participation in such payments and transfers.

CinemaWell Limited is not responsible for the actions and operation of PayPal, or for any failure of receipt of any payment, including errors, problems or other technical malfunctions that may cause complete or partial failure of delivering funds to the Pro-account User's Account from the ticket sale in CinemaWell Theater. The Pro-account User undertakes to solve all the issues and problems with the operator PayPal related to receipt of funds from the ticket sale or carrying out payments and transfers on their own, as well as to be responsible for the results of their payments and transfers. In any case, CinemaWell Limited under no circumstances shall be liable for failure to obtain or delay in obtaining the funds from ticket sales by the Pro-account User.

CinemaWell Limited under no circumstances shall be responsible to the Pro-account User for inviting the Users to CinemaWell Theater, for direct sales or any indirect assistance in the ticket sale for Pro-account User's Movies in CinemaWell Theater, for conducting advertising campaigns for Movies and Cinemas of Pro-Account Users films and other similar cases. Obligation of CinemaWell Limited is only to ensure the provision of technical opportunities for Users to access the CinemaWell Theater in the manner specified by the User Agreement.

3. COMMISSIONS AND OTHER PAYMENTS

3.1. Pro-account User receives 80% (eighty percent) of the price of each sold Ticket in CinemaWell Theater. The remaining 20% (twenty percent) of the price of each ticket is a commission of CinemaWell Limited.

3.2. Commission of CinemaWell Limited is automatically charged when the Users pay for the ticket and does not require the Pro-account user to make a separate payment to CinemaWell Limited.

3.3. A different commission can be charged by CinemaWell Limited during the ticket sale by the Pro-Account User in CinemaWell Theater. Another amount of commission is established by the Pro-Account User and the Company in the supplementary document to the Cooperation Agreement.

3.4. All accounting in CinemaWell Theater is made in USD. All other matters related to payments are regulated by the terms of the User Agreement.

4. ADDITIONAL SERVICES

4.1. CinemaWell Limited may provide a Pro-account User with additional services related to CinemaWell Theater. Such services shall be paid by the Pro-account User on the basis of an invoice issued by CinemaWell Limited to the Pro-Account User, which shall include the name of services, their price, deadlines and other conditions. This invoice can be billed to the Pro-account User by sending it to the User's email specified during registration and verification in CinemaWell Theater.

4.2. Payment of such an invoice by the Pro-account User is the unconditional acceptance the conditions specified in the invoice.

5. OTHER TERMS

5.1. A Cooperation Agreement remains in force as long as the Pro-account User keeps their status of Pro-account User in CinemaWell Theater. If the User's Pro-account is restricted, blocked or removed, the Cooperation Agreement is terminated until the removal of such restrictions, restoring or renewing the User's Pro-account. Termination of the Cooperation Agreement deprives the Pro-account User of the rights and opportunities which are provided by the Cooperation Agreement.