

SECTION 1. SALE POLICY STATUS AND ACCEPTANCE

1.1. This Sale Policy (hereinafter referred to as the "Policy") sets forth general rules and procedure of the ApplauseCash Tokens Sale by the Website Owner and their purchase by Users.

1.2. This Policy is an inalienable part of the CinemaWell.com Tokens Sale General Terms & Conditions that the User shall carefully read, understand, and irrevocably accept. In terms not regulated by this Policy (including but not limited to intellectual property rights, dispute resolution etc.), the CinemaWell.com Tokens Sale General Terms & Conditions shall apply to the relationships that arise hereunder.

1.3. Capitalized terms defined in this Policy shall have the meaning as described in the ApplauseCash Tokens Sale General Terms & Conditions.

1.4. It is understood and presumed per se that by the facts of use of the Website and purchase of ApplauseCash Tokens, the respective User has fully read, understood, and irrevocably accepted this Policy. If any User does not agree with this Policy in general or any part of it, such User should withhold from using the Website and/or purchasing ApplauseCash Tokens.

Section 2. GENERAL TERMS OF THE USER AGREEMENT OF CINEMAWELL.COM

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 company's 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 5 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. RIGHTS AND OBLIGATIONS OF THE COMPANY CINEMAWELL LIMITED

3.1. CinemaWell Limited has the right to:

3.1.1. 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.

3.1.2. 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.

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

3.1.4. 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 11 actions of CinemaWell Limited do not cause them any loss or other damage, including lost profits.

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

3.2. 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.

3.3. 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.

4. RELEASE OF LIABILITY AND WARRANTIES

4.1. 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

4.2. CinemaWell Limited is not responsible for:

4.2.1. 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.

4.2.2. 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.

4.2.3. 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.

4.2.5. 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.

4.2.6. 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.

4.3. 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.

4.4. 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 of 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.

4.5. 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.

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

4.6.1. Any actions of the Users CinemaWell Theater.

4.6.2. 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 13 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.

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

4.7. 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

4.8. 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.

4.9. 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.

By accepting these terms and conditions, you agree that you will not ask for cashback from CinemaWell.com company if the company has transferred its goods, namely, ApplauseCash tokens, to the User's Ethereum Wallet address within 24 hours of receiving funds from the User.

I accept