

# VK Play Terms of Use

Last updated: Dec. 18, 2023

## PREAMBLE

This Agreement governs the relations between the Licensor (VK LLC) and the licensees (Users) with respect to use of the Platform, including, inter alia, the Services and the Website.

By accepting the terms of this Agreement, the User:

(A) confirms that they have read, understood and unconditionally accepted the conditions of this Agreement, as well as the conditions of the other Special Rules (as defined below), and guarantees that they will comply therewith in the use of the Platform.

(B) acknowledges and agrees that they have independently assessed the need to use the Platform and are not relying on any warranty, guarantee or representation, other than those expressly stated in this Agreement.

(C) represents and warrants that they are able to lawfully enter into agreements (for example, the User has reached the age of legal capacity provided for in applicable law). If the User is a minor, the User must review the Agreement with the assistance of their parents/legal representatives. The COMPANY advises parents and lawful representatives to supervise the online activities of their children. To protect the privacy of children, the COMPANY recommends parents and legal guardians ensure that their children do not reveal their personal data without the prior consent of their parents or lawful representatives. The COMPANY reserves the right to limit access to the Platform and/or individual Services depending on age, and may permit minors to register on the Platform only with the written consent of parents/lawful representatives. The COMPANY reserves the right to request written evidence of the consent of parents/lawful representatives with respect to any User or potential User of the Platform that the COMPANY suspects may be a minor. In all cases, use of the Platform by minors must be the responsibility of their parents or lawful representatives and it is assumed that any use of the Platform was approved by the same; and

(D) represents and warrants that they will not access the Platform by VPN ("virtual private network") or similar tools.

In the event of non-compliance, use of the Platform is prohibited.

# 1. TERMS AND DEFINITIONS

In this Agreement, the following terms, where capitalized, shall have the following meanings:

**"Website"** – <https://vkplay.ru>, <https://vkplay.com>, and likewise any websites used for Services listed on this website, and all domains and subdomains of subsequent levels.

**"Game Items"** – virtual in-game items, including items, goods, elements of the game world and Game Currency, as well as statuses, attributes, and other characteristics of virtual in-game items and/or characters, in-game achievements that may be available to acquire in the Game and/or a related service on the Platform, whether on a paid basis or as a reward for particular activity of the User in the Game and/or on the Platform.

**"Game currency"** – virtual in-game currency that has no monetary value or monetary valuation, although it has a price at the time of acquisition.

**"In-Platform Items"** – virtual items available for use on the Platform, including objects, goods, elements of the game world, and In-Platform Currency, as well as statuses, attributes, or other characteristics of virtual items and/or characters, achievements that may be available for purchase and use on the Platform both on a reimbursable basis and in the form of an incentive for the certain activity of the User on the Platform.

**"In-Platform Currency"** – a virtual value available for use on the Platform that has no monetary value and is not subject to monetary value, although it has a price at the time of purchase.

**"Games"** – any games (other than games of chance) that are computer software, including for personal computers (PC), Xbox, PlayStation, Nintendo game and television devices, games on mobile devices, owned by the COMPANY, its affiliates, and/or partners, and/or used by them, as indicated on the Platform and/or third party Platform (as the case may be).

**"COMPANY"** – VK LLC, OGRN: 1027739850962, registered address: 125167, Moscow, Leningradsky Prospekt, 39, str. 79, as the rightsholder and operator of the Platform.

**"Unacceptable Content"** – any content or behavior in the course of use of the Platform that is either unlawful or unacceptable in accordance with generally accepted rules of behavior, including, inter alia, the following examples:

(i) participation in or support for any unlawful activity or activity that infringes the rights of other persons

(ii) content that is or may reasonably be understood as unlawful, harmful, offensive, slanderous, libelous, indecent, or otherwise undesirable and unacceptable

(iii) provision of information that is false, misleading, or inaccurate

- (iv) disclosure of any personal or private information of another User or any other person, or other intrusion into the private life of another person
- (v) abuse, harassment, stalking, threats, holding to public ridicule or intimidation of any person or organization
- (vi) bad language or use of derogatory, discriminatory, hateful or excessively figurative language
- (vii) any content that may be harmful to minors
- (viii) distribution or promotion of hatred, intolerance, discrimination, harm, racial or ethnic hate, violence, crime, or war
- (ix) offensive, vulgar, sexually explicit, or pornographic content
- (x) promotion of the consumption of alcohol, tobacco, or any narcotic or prohibited substances, use of firearms
- (xi) transmission of viruses, worms, or other harmful software
- (xii) advertisements or advertising materials without the consent or authorization of the user, junk mail, spam, chain letters, pyramid schemes, or other forms of undesirable advertising
- (xiii) hacking
- (xiv) violation of any intellectual property rights or the unlawful provision/disclosure of information (insider information, confidential information, other private information or information protected by law)
- (xv) other unacceptable content or behavior

**"Platform"** – the VK Play computer software owned by the Company, and its subsequent versions, available at <https://vkplay.ru/>, its subdomains and other websites of Affiliates of the Company, including, inter alia, the Website and all the Services.

**"Third-party Platform"** – any platform managed by a third party on which the User can access and launch the Games, including (i) Steam, operated by Valve Corporation and/or its affiliated entities, (ii) third-party consoles, in particular, Microsoft Xbox, PlayStation® and Nintendo (if the Game is intended for consoles), (iii) third party mobile platforms, for example, the App Store operated by Apple, or Google Play, operated by Google (if the Game is intended for mobile devices), (iv) any cloud platforms providing online access to games by access to remote servers, for example, the Google Stadia cloud platform operated by Google.

**"Privacy Policy"** – if the User is a CIS resident: The VK Play Privacy Policy published at [https://documentation.vkplay.ru/terms\\_vkp/privacy\\_vkp](https://documentation.vkplay.ru/terms_vkp/privacy_vkp), which determines the terms and procedure for processing data during use of the Platform; if the User is resident

outside of the CIS: VK Play Privacy Policy available at [https://documentation.vkplay.ru/terms\\_vkp/privacy\\_world\\_vkp](https://documentation.vkplay.ru/terms_vkp/privacy_world_vkp) and the VK Play Cookie Policy, available at [https://documentation.vkplay.ru/terms\\_vkp/cookie\\_world\\_vkp](https://documentation.vkplay.ru/terms_vkp/cookie_world_vkp) determining the terms and procedure for data processing during use of the Platform.

**"User"** – an Internet user who creates an Account on the Platform, and who meets all the criteria enumerated in the Agreement.

**"User Content"** – any comments, text or voice messages, photographs, graphical images, video, sound, musical works, other materials, data, and information, or references thereto, uploaded, transferred, published, or otherwise distributed by the User to other Users and/or the COMPANY during use of the Platform (except the personal data of the User covered by the Privacy Policy).

**"Rights to Non-Activated Data and Commands"** – rights acquired by the User for a fee, allowing to increase the number of In-Platform Items available to the User on the Platform, and, in the case provided for by the license agreement of the Game, the number of Game Items available to the User in the Game.

**"Services"** – segments of the Platform, such as VK Play, VK Play Live, VK Play Tournaments, VK Play Marketplace, VK Play Media, VK Play Cloud, and other projects indicated on the Website, including VK Play Game Center.

**"Support Service"** – the Platform support service, which handles User inquiries as described in section 12.6 of this Agreement.

**"Agreement"** – this legal document, published at [https://documentation.vkplay.ru/terms\\_vkp/tou\\_vkp](https://documentation.vkplay.ru/terms_vkp/tou_vkp), determining the terms and procedure for use of the Platform.

**"Special Rules"** – special conditions of use of the respective Services.

**"Account"** – a User account on the Platform.

## 2. GENERAL CONDITIONS

### 2.1. PLATFORM LICENSE

The Platform is a computer program, the segments of which together comprise the Services, including, inter alia, information on the Games and game industry and cybersport news, and also enabling Users to watch game streams, participate in cybersports events, independently publish User Content in accordance with the conditions of the Agreement, Special Rules, applicable RF legislation, and the provisions of international law, and also granting Users access to the Games of the COMPANY, its affiliates, and partners.

Under the Agreement, the COMPANY grants the User access to the Platform through the web interface and/or mobile interface and/or app for personal computers and/or mobile devices and other tools for the purpose of providing services and/or granting

rights to use the Platform by enabling remote access to the Platform through the Internet. The right to use the activated data and commands of the Platform is granted to Users free of charge, provided they strictly comply with the conditions of this Agreement. Rights to unactivated data and commands are provided for a fee. Before receiving confirmation of the payment of the remuneration, the COMPANY has the right not to grant the User the Rights to Non-Activated Data and Commands, or to grant such a right to a limited extent. The COMPANY's obligation to grant Rights to Non-Activated Data and Commands in relation to In-Platform Items is considered fulfilled by the COMPANY at the time it registers In-Platform Items in the User Account. A User may use the Platform for the duration of this Agreement by the abovementioned means anywhere in the world.

## 2.2. RESTRICTIONS ON THE USE OF THE PLATFORM

The User shall not:

- modify, adapt, decompile, disassemble, or otherwise alter the Platform and/or any component thereof or any access to intellectual property granted to the User in the use of the Platform
- distribute for commercial or noncommercial purposes the Platform and/or any of its components or any access to intellectual property granted to the User in the use of the Platform, make copies or screenshots either by distribution on physical media or by making them available for upload to third parties via the Internet
- translate the Platform and/or any of its components into other languages or create other derivative works with respect to the Platform and/or any of its components
- attempt to bypass any security measures implemented in the Platform, including blocking access by IP address
- use the Platform by any means not provided for in this Agreement, the Special Rules or other than in the normal course of use.

## 2.3. RIGHTS TO THE PLATFORM

User agrees and acknowledges that any and all rights not expressly granted in accordance with this Agreement are reserved by the COMPANY and its affiliates and/or partners (as applicable).

The intellectual property rights granted under this Agreement are granted by license, but are not sold, and confer no right or title to the Platform.

## 2.4. SPECIAL RULES

This Agreement shall be considered in conjunction with its supplements and the Privacy Policy.

A reference to the Agreement includes the corresponding Special Rules, and all pages, annexes, policies, manuals, specifications, user guides and ancillary materials the COMPANY may make available to the User, unless the context requires otherwise. The

Special Rules may be annexes to this Agreement, or may be split into separate documents. If the Service has a particular set of Special Rules, this Agreement is applicable to the relations between the COMPANY and the User to the extent its content does not contradict the conditions of the said specific document. If there is no such set of rules, the provisions of this Agreement apply.

Use of Games available on the Platform and other intellectual property made available to the User in the course of use of the Platform, is governed by separate license agreements and other documents the User concludes directly with the rightsholders/ developers/operators of such Games. If the User downloads/purchase a Game through any third party Platform, they are advised to review and act in accordance with the conditions of the said platform, which may change from time to time, and provide special additional requirements applicable when downloading, installing or playing a Game on such platform.

In the event that, as a result of a technical error, a malfunction of the Platform, or conscious actions of the User, he was given the opportunity to use the In-Platform Items in a manner not prescribed by this Agreement, the User undertakes to report this fact to the COMPANY and pay the COMPANY a fee for use, or eliminate all consequences of illegal use of In-Platform Items. The COMPANY has the right to independently eliminate such consequences without notifying the User.

### **3. USER ACCOUNT**

#### **3.1. REGISTRATION PROCEDURE**

A User must create an Account to use the Platform, in particular, complete the registration form or create the Account using their accounts with social media networks or on a Third Party Platform.

When registering an Account, the User may complete the registration form with data they consider sufficient for their identification on the Platform as a unique user, as well as the fields of the registration form that are mandatory for Users using the Platform.

The COMPANY, its affiliates and/or partners may confirm the receipt of the User's online application for creation of an account in electronic form to the email address or text message to the telephone number indicated by the User (not applicable to Accounts created by Users using their social media accounts).

Registration and/or authorization on the Platform may be possible using VK ID, which is a VK ecosystem tool. The VK ecosystem is the overall space for interaction with users, services and special tools intended to increase the convenience of use of the services the User is accustomed to. VK ID, provided by V Kontakte LLC (OGRN 1079847035179, address: 191024, Saint Petersburg, Khersonskaya ul., 12-14, lit. A, premises 1-N), enables the registration and/or authorization of a User on the Platform, performs the function of creating and maintaining the User's account in the VK ecosystem, provides the User with the functionality of a single secure account

management in the VK ecosystem for the purpose of performing the agreement with the User in the VK ecosystem. Registration and/or authorization on the Platform using the VK ID tool means consent to the VK ecosystem user agreement, which is published at: <https://id.vk.com/terms> and the VK ecosystem Privacy Policy, published at: <https://id.vk.com/privacy>.

If the User loses their password to a social media or Third-party Platform account used to access the Platform, the password can only be recovered by the User using the means provided by the applicable rules of such social network or Third-party Platform.

The COMPANY reserves the right to amend and expand the means of creating an Account, unless otherwise expressly provided by applicable law.

### 3.2. ACCOUNT TRANSFER

A User Account is intended for personal, non-commercial use. The User is informed and agrees that it is assumed that the information provided at the opening of their Account identifies them. Users warrant that all information provided is accurate and up to date. Users undertake to update the information in their Accounts promptly upon any changes, to maintain compliance with these criteria. The User does not have the right to share an Account or their username and password, or to permit anyone to access their Account or perform any other actions capable of threatening the security of the Account. Users shall keep their username and password secret.

If the User learns of or reasonably suspects any breach of security, including, inter alia, any loss, theft or unauthorized disclosure of their username or password, the User shall promptly notify the COMPANY and change their login and password. Absent such prompt notification, the COMPANY does not guarantee the secure use of the Platform.

The User is prohibited to distribute, use or intentionally obtain any information granting access to the Account of any other User, or to distribute links to outside resources that contain such information. It is prohibited to use or attempt to use the Account of another User without the permission of the User and the COMPANY, in particular, to log on to an Account registered by another User, in the event that such information is received or by any other means.

The COMPANY shall not be liable or guarantee the security of a User Account in the event: the User transfers the password and Account details to third parties (intentionally or negligently); third parties access the User Account as a result of the User using forms on outside websites for access to the Platform using software enabling password selection and/or decryption; third party access to the User Account by simple password and Account data selection; failure of the User to follow the recommendations in the Agreement, unless otherwise provided by applicable law.

## 4. PAYMENT CONDITIONS

### 4.1. GAMES, GAME ITEMS, AND GAME CURRENCY. IN-PLATFORM ITEMS AND IN-PLATFORM CURRENCY

The COMPANY is the agent of the rightsholders/developers/operators of the Games for the purpose of granting the User rights to use the Games, including by providing remote access thereto via the Internet, as well as payment for Unactivated Data and Commands in certain Games.

The User acknowledges that the COMPANY may provide the User with the opportunity to acquire, both on a paid or unpaid basis, certain Games, or likewise Game Items and/or Game Currency in certain Games, for the rightsholders/developers/operators of such Games.

The User shall make payments in the currency of the respective territory in accordance with the conversion procedure established by the Platform, using the supported means of payment. A list of available means of payment is provided in the corresponding sections of the Platform. The size of the payment is determined by the COMPANY, in particular, based on the volume of Unactivated Data and Commands to which the User is granted usage rights. The COMPANY has the right to engage third parties to ensure the processing of payments. The User shall be informed of the conditions on which such parties provide means of payment, and the fee, before making the payment.

The User confirms and agrees that delays in receipt of information about payments from payment processing systems with respect to the User's purchases are possible due to circumstances outside the COMPANY's control. If such circumstances do arise, the COMPANY shall reflect the User's purchases as soon as possible after receiving payment.

Game Currency is not a means of payment and serves the sole purpose of a means of exchange for other Game Items. As a rule, Game Currency cannot be exchanged for money or other valuables, other than other Game Items in the normal course of the game. Unused Game Currency cannot be converted back into money. If the functionality of a Game and/or other services of a Game licensor provide such a possibility to the COMPANY and/or its affiliates, Users may be permitted to exchange Game Items with each other, including for Game Currency.

In-Platform Currency is not a payment method and serves the sole purpose of being a medium of exchange for other In-Platform Items. As a general rule, In-Platform Currency cannot be exchanged for cash or other value, with the exception of other In-Platform Items, during normal use of the Platform. Any unused In-Platform Currency cannot be converted back into cash. If the functionality of the Platform or the Services of the COMPANY and/or its affiliates provides such an opportunity, Users may be allowed to exchange In-Platform Items with each other, including for In-Platform Currency.

The COMPANY does not warrant that:

- (i) the In-Platform Items, Games and/or Game Items desired by the User will be available at the time they are credited to his Account,
- (ii) User will be able to use In-Platform Items, Games and/or Game Items for an indefinite or desired period,
- (iii) the User will be able to exchange the Game Currency for any or certain Game Items,
- (iv) the characteristics or intended use of the In-Platform Items, the Game and/or the Game Items will remain the same throughout the entire use of the Game or the Platform, or will be consistent with the expectations or preferences of the User.

The COMPANY is not liable for the User's loss of Game items when playing, including Game Currency obtained as a result of participation in the Game.

The COMPANY is not liable for the User's loss of In-Platform items when using the Platform, including In-Platform Currency obtained as a result of the use of the Platform.

Given the technical complexity of the Platform and the resources used for its functioning, the COMPANY shall perform regular diagnostics of the Platform during its technical servicing. The COMPANY shall have the right to remove In-Platform Items, including In-Platform Currency, Games, Game Items, and/or Game Currency already reflected in the User's Account from the User's Account if the said diagnostics reveal that the In-Platform Items, including In-Platform Currency, Game, Game Items or Game Currency were added to the User Account by error, including as a result of a Platform defect or error, or as a result of fraudulent actions of any Users or third parties, as well as if the presence of the said In-Platform Items, including In-Platform Currency, Games, Game Items and/or Game Currency may result in the improper functioning of the Platform. The license agreement for a specific Game may provide for similar rules.

#### 4.2. REFUNDS

The User may request the COMPANY provide a refund for orders or purchases on the Platform through the Support Service. The procedure by which the COMPANY considers such requests may be reviewed in the corresponding section of the Website, namely at <https://support.vkplay.ru> and/or <https://support.vkplay.com> (depending on the Platform functions available to the User).

Notwithstanding the above, the User understands and agrees that all payments made by the User on the Platform are final. In-Platform Items, including In-Platform Currency, Games, Game Items, and/or Game Currency are not eligible for refund or exchange unless otherwise provided by applicable law. In purchasing In-Platform Items, including In-Platform Currency, Game, Game Items, and/or Game Currency, as well as exchanging Game Currency for Game Items or exchanging In-Platform Currency for In-Platform Items, the User understands and agrees that (i) the User's access to the Game may be terminated in accordance with the license agreement for such Game and/or (ii) the

Game may be shut down at any time for any reason, and that such events do not entitle the User to the return of any amounts paid for any used or unused Games, Game Items, and/or Game Currency, unless otherwise provided by applicable law; and/or (iii) the User's access to the Platform may be terminated in accordance with the Agreement; and/or (iv) the Platform may be closed (terminated) at any time for any reason, and that such events do not entitle the User to receive a refund of any amounts, paid for any used or unused activated data and commands, In-Platform Items, including In-Platform Currency, unless otherwise provided by applicable law. Furthermore, expenses and purchases shall not be refunded if the User is unsatisfied with an In-Platform Item, a Game and/or a Game Item.

#### 4.3. PARENTAL CONSENT

If the User is a minor under applicable law, they may purchase Rights to Non-Activated Data and Commands, certain Games, and equally Game Items, including Game Currency, in certain games, solely with parental consent. The COMPANY may from time to time request evidence of parental consent.

If the COMPANY discovers that parental consent was not given by the parent/guardian of the User, or equally if the User does not present evidence of parental consent, the COMPANY may remove the Game, Game Item, and/or Game Currency already reflected on the User's Account from the Account, and may apply other penalties provided for in the Agreement.

## 5. USER CONTENT

#### 5.1. WARRANTIES WITH RESPECT TO USER CONTENT

By transferring or presenting any User Content, the User confirms, represents and warrants that such transfer or provision is (a) accurate and non-confidential; (b) does not violate the Agreement, any applicable law or rules, or third party rights, and that the User has the permission of any third party whose personal information or intellectual property is included in the User Content; (c) such User Content does not contain viruses, advertisements for software, spyware, worms, or other harmful code; (d) the User acknowledges and agrees that any of their personal data with respect to such content will always be processed by the COMPANY and/or its partners/affiliates in accordance with the Privacy Policy.

5.2. The COMPANY reserves the right at its discretion to review, track, prohibit, edit, remove, deny access, or otherwise make inaccessible any User Content without prior notice. The COMPANY shall not be liable for the behavior of any User who provides any User Content, and shall not be liable for the Platform's control of Unacceptable Content or the inappropriate behavior of Users, unless otherwise provided by applicable law. The COMPANY does not perform prior verification and control, and cannot perform prior verification and control of all User Content.

5.3. The User acknowledges and agrees that they use the Platform at their own risk. In using the Platform, the User may encounter Inappropriate Content of other Users, which is offensive, indecent, or otherwise does not meet their expectations. The User shall bear all risks relating to use of any User Content by other Users accessible on the Platform. At the discretion of the COMPANY, its representatives or technologies may track and/or record interactions with Users on the Platform or interaction with other Users. In concluding this Agreement, the User hereby grants irrevocable consent to such tracking and recording. If at any time the COMPANY at its discretion decides to implement control of the Platform, the COMPANY shall, nevertheless, not bear full or limited liability for User Content, unless otherwise expressly provided by applicable law. The COMPANY shall have the right at its discretion to edit any User Content, refuse to publish, or remove any User Content without notifying the User.

5.4. The User shall bear full liability for User Content, including for the content of messages sent or published on the Platform, published and/or transmitted using the Platform. This means that the User is fully liable for all User Content that the User uploads, sends, receives, transfers or makes available through the Platform by any other means. The COMPANY does not control User Content, consequently, it does not guarantee the accuracy, fullness, or quality of User Content.

#### 5.5. USER CONTENT LICENSE

If the User makes any User Content available to other Users and/or the COMPANY by uploading it to the Platform, the User shall grant the COMPANY and its affiliates a non-exclusive, global, permanent, irrevocable, transferable, gratuitous, sublicensable, limited license to use such User Content by any lawful means, in particular, for the reproduction, distribution, transfer, transcoding, translation, broadcasting, public display, public performance, publication, modification, and creation of derivative works in regard thereof. This license is deemed granted to the COMPANY for the duration of the intellectual property rights with respect to such User Content upon it being uploaded to the Platform or as of the COMPANY otherwise acquiring such rights, in particular, from its affiliates.

The Platform may provide Users with the opportunity to post User Content, which will be publicly available to all Internet Users or to all users of the Platform or a specific Service. In using the Platform, the User understands and agrees that by uploading User Content to the Platform, the User is granting access thereto to the said persons by default.

Other than in the cases established by the Agreement or applicable Russian Federation law, no User Content may be copied (reproduced), processed, distributed, represented, published, downloaded, transferred, sold, or otherwise used in whole or in part without the prior consent of the COMPANY or the respective rightsholder, except in cases where the rightsholder has clearly expressed their consent to the free use of the User Content.

## 6. CODE OF CONDUCT

### 6.1. GENERAL CONDITIONS OF USE OF THE PLATFORM

In the course of use of the Platform, the User undertakes not to perform the following acts:

- upload, transfer, publish or otherwise distribute files containing viruses, trojans, worms or other harmful software or software capable of interfering with the operation of a computer or damaging the property of other Users, or otherwise affecting the uninterrupted work of the Platform;
- use the Platform to publish or distribute any undesirable advertisements, surveys, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of illegitimate inquiry, duplicating or unwanted messages (commercial or otherwise);
- create a false identity to mislead any other person;
- disclose and/or publish personal data of other users;
- violate any applicable laws or regulatory acts, this Agreement, the Special Rules or Game license agreements.

### 6.2. GENERAL CONDITIONS OF ONLINE COMMUNICATIONS WITH OTHER USERS

When posting any User Content in Forums, chats, or other virtual communication spaces, the User undertakes not to upload, transfer, publish or otherwise distributed Unacceptable Content, including:

- User Content that violates any intellectual property rights, including any rights, licenses or agreements existing on the basis of copyright, patents, trademarks (including good will relating to such trademarks), service marks, rights to databases and rights to excerpt data, registered and unregistered industrial designs, rights to semiconductor topographies, commercial secrets, rights to confidentiality, whether registered or otherwise, applications and rights to extend any of the above or any other similar right recognized anywhere in the world
- erotic or pornographic User Content
- User Content that is derogatory of any other person and/or harms third parties or public morality
- unlawful, harmful, dangerous or indecent User Content, as well as User Content that contains information of a discriminatory nature with respect to other persons on the basis of gender, race, ethnicity, religious beliefs, sexual orientation, or other prohibited basis
- User Content of a commercial nature or which promotes any goods or services
- upload, transfer, publish or otherwise distribute User Content that contains the personal data or confidential information of any person, or otherwise infringes the lawful rights (such as the right to inviolability of private life or publicity) of any person.

We welcome a friendly and open tone of communication and encourage our users to adhere to it in communication on the Platform. By posting any User Content in forums, chat rooms or other virtual spaces intended for communication, the User also undertakes:

- not to use bots or other automated methods of gathering User information
- not to disturb, threaten, stalk, mislead or disturb other Users.
- to follow the general rules of conduct in public discussions, avoiding mutual attacks and insults;
- not to insult, humiliate, harass and/or stalk other users and administration of the Platform and Services.

6.3. With respect to the Service VK Play Live, the User also acknowledges that Unacceptable Content includes:

- broadcasts of any services or products of third parties that may be recognized as gambling in accordance with applicable law, as well as broadcasts conducted for the purpose of advertising or raising money for participation in gambling or for gambling, including using the Platform, Services or other third party services available to the User;
- advertising of third parties, including products and services of third parties placed in violation of applicable advertising laws;
- broadcasts performed by minors or depicting minors;
- broadcasts, the content of which violates the intellectual rights of any third parties;
- broadcasts, the content of which encourages violation of the current legislation of the Russian Federation and any other applicable legislation;
- broadcasts promoting non-traditional sexual relations;
- broadcasts containing information harmful to the health and (or) development of children;
- broadcasts containing information of a pornographic nature;
- broadcasts that show or encourage smoking or drinking alcohol;
- any information that promises a reward to Users, including money;
- any information intended to sell predictions to users regarding any future events, including sporting events;
- information about cryptocurrency, cryptocurrency services and organizations;
- information about financial pyramids;
- information about organizations recognized as terrorist in accordance with the legislation of the Russian Federation;
- information disseminated in violation of the laws of the Russian Federation in relation to persons under foreign influence;
- information of an extremist nature.

6.4. The COMPANY is not the initiator of posting User Content in the VK Play Live Service and does not amend the User Content when posted by the User using the VK Play Live Service. It is up to the User to ensure that User Content complies with applicable law and that posting of the User Content on the Platform complies with

applicable law. For example, the User must ensure that the placement of User Content that uses the results of intellectual activity or means of individualization of third parties is lawful.

6.5. In the event that the COMPANY discovers that the User of the VK Play Live Service has violated the Agreement, the COMPANY reserves the right to restrict such User's access to the VK Play Live Service. In the event that after that the User tries to circumvent the restriction of access to the VK Play Live Service, for example, by creating new Accounts on the Platform, the COMPANY will consider this a violation of the Agreement.

6.6. The Company, except as expressly provided by law or in this Agreement, does not perform any moderation of the User Content.

6.7. In some cases, the functionality of the Platform allows a User to independently moderate User Content, including with the involvement of other Users. For example, in some cases, the VK Play Live Service allows a VK Play Live User ("streamer") to apply moderation rules on their channel, as well as appoint other Users as "moderators" on their channel in the VK Play Live Service. The moderation rules created and applied by the streamer and his chosen moderators must not contradict this Agreement and applicable law. "Moderators" have the opportunity to delete Users' Content on this channel, as well as restrict other Users' access to the User Content of such a streamer, including his channel in the VK Play Live Service, without the participation of the Company. The Company does not control the actions of "moderators" and does not have any information about the moderation rules established by individual Users on the channels they use in the VK Play Live Service. The Company is not responsible for the actions/inactions of such Users and the "moderators" they engage unless otherwise expressly provided by law.

## **7. PENALTIES**

7.1. The COMPANY shall independently establish a violation of the Agreement by a User, including with respect to the Special Rules. If a User violates the Agreement, including the Special Rules, the COMPANY shall have the right to apply the following penalties to the User, depending on the degree of violation committed by the User, and its adverse effect on other Users:

- to issue a warning in any form, including by email and/or other personal message to the User's Account
- to remove any User Content
- to rename, if appropriate (for example, an offensive name) any element created and/or published by the User on the Platform
- to temporarily restrict certain Account functions
- to suspend access to one or several Accounts and/or additional User accounts in individual services (if applicable) in full
- to restrict use of individual Services fully or partially

- to block IP addresses, MAC addresses, or proxy servers used for accessing the Platform
- to delete an Account.

7.2 The COMPANY undertakes to make reasonable efforts to provide the User with an explanation as to which conditions of the Agreement were violated by the User resulting in the penalties applied by the COMPANY. The COMPANY is not obligated to provide the User with documentary evidence of the violation.

7.3 The COMPANY has the right to prohibit the User to register new Accounts if the User violates this Agreement. If the COMPANY discovers that a User has several Accounts, the COMPANY reserves the right to apply the above penalties to all Accounts of such User.

7.4. With respect to a specific Service and/or other part of the Platform, the COMPANY reserves the right to use available communication channels with the User to provide explanations and updates on the list of penalties the COMPANY is entitled to apply to the User, depending on the severity of the violation committed by the User and its adverse effect on other Users.

## **8. WAIVER OF WARRANTIES**

THE PLATFORM IS PROVIDED ON AN "AS IS" BASIS. CONSEQUENTLY, USERS AGREE THAT THE PLATFORM MAY NOT MEET THEIR INDIVIDUAL PREFERENCES AND EXPECTATIONS. THE COMPANY MAKES EVERY COMMERCIALY REASONABLE EFFORT TO ENSURE THE UNINTERRUPTED OPERATION OF THE PLATFORM, CORRESPONDINGLY, USERS AGREE THAT THE PLATFORM MAY CONTAIN ERRORS AND MAY BE INTERRUPTED. THE COMPANY HAS THE RIGHT (AND THIS A MATERIAL TERM OF USE OF THE PLATFORM BY USERS) TO SUSPEND OR END THE OPERATION OF THE PLATFORM AND/OR ACCESS TO ANY PART THEREOF FOR ALL OR ANY USERS AT ANY TIME. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY WAIVES ANY EXPRESS OR IMPLIED WARRANTIES OF ACCURACY, TIMELINESS, SAFETY, FREEDOM FROM VIRUSES, ERRORS, LAWFULNESS AND/OR RELIABILITY OF INFORMATION, DATA, MATERIALS, AND SERVICES PROVIDED BY THE COMPANY, ITS PARTNERS OR OTHER USERS. THE COMPANY DOES NOT WARRANT THAT USERS' COMPUTERS OR OTHER DEVICES ARE SUFFICIENTLY POWERFUL TO USE THE PLATFORM. USERS ARE ADVISED TO CHECK THE REQUIREMENTS FOR COMPUTER SYSTEMS FOR EACH GAME AND/OR SERVICE AND DETERMINE WHETHER THEIR COMPUTER SYSTEM MEETS SUCH REQUIREMENTS.

## **9. LIABILITY**

**IF THE USER IS A RESIDENT OF THE EUROPEAN UNION OR THE EUROPEAN ECONOMIC ZONE, THE FOLLOWING PROVISIONS APPLY TO SUCH USER:**

THE COMPANY UNDERTAKES TO ACT WITH THE CARE AND CAUTION TYPICALLY USED IN THIS AREA TO ENSURE THE REALIZATION OF THE SERVICES PROVIDED TO USERS.

IN THE EVENT THE COMPANY IS LIABLE, IT MAY RECEIVE RELEASE FROM PART OR ALL OF ITS LIABILITY, HOWEVER, IF IT PROVES THAT THE DEFAULT OR IMPROPER PERFORMANCE OF THE AGREEMENT WAS CAUSED BY THE CONSUMER, AN UNFORESEEN OR INSUPERABLE THIRD PARTY FACTOR, OR FORCE MAJEURE.

**IF THE USER RESIDES OUTSIDE THE EUROPEAN UNION OR THE EUROPEAN ECONOMIC ZONE, THE FOLLOWING PROVISIONS APPLY TO SUCH USER:**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY SHALL NOT BE LIABLE FOR DIRECT OR INDIRECT LOSSES, LOST PROFIT, LOSSES ARISING AS A RESULT OF THE LOSS AND/OR DESTRUCTION OF DATA, LOSSES ARISING AS A RESULT OF THE LOSS/TERMINATION/SUSPENSION OF ACCESS TO USER ACCOUNTS, LOSS OF THE USER'S ACHIEVEMENTS OR PROGRESS IN A GAME, OR THE LOSS/DESTRUCTION/MODIFICATION OF INFORMATION THE USER POSTS IN GAME FORUMS OR CHATS. IN ANY CASE, THE COMPANY'S LIABILITY TO CONSUMERS WILL BE LIMITED TO COMPENSTATION FOR ACTUAL INJURY AND SHALL NOT EXCEED 5,000 RUSSIAN RUBLES. A USER SHALL NOT RECEIVE COMPENSATION FOR LOST PROFIT UNDER ANY CIRCUMSTANCES. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT LOSSES, LOST PROFIT OR LOSSES OF THE USER OR THIRD PARTIES CAUSED BY:

(A) USE OR INABILITY TO USE ANY GAME AND/OR SERVICES

(B) UNAUTHORIZED ACCESS OF THIRD PARTIES TO THE USER'S PERSONAL DATA, INCLUDING, INTER ALIA, THE USER'S ACCOUNT; AND

(C) STATEMENTS OR BEHAVIOR OF ANY THIRD PARTY IN THE GAME, IN GAME FORUMS OR CHATS, IN COMMENTS ON THE WEBSITE. THE COMPANY SHALL NOT BE LIABLE FOR ANY DELAY IN THE PERFORMANCE OF OBLIGATIONS OR NON-PERFORMANCE OF OBLIGATIONS FOR REASONS OUTSIDE THE REASONABLE CONTROL OF THE COMPANY, INCLUDING, INTER ALIA, ANY NON-PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT DUE TO UNFORESEEN CIRCUMSTANCES OR REASONS OUTSIDE THE CONTROL OF THE COMPANY, SUCH AS NATURAL DISASTERS, WARS, TERRORISM, DISORDER, EMBARGOS, ACTS OF CIVIL OR MILITARY AUTHORITIES, FIRES, FLOODS, ACCIDENTS, NETWORK MALFUNCTIONS, STRIKES OR INSUFFICIENT TRANSPORTATION, FUEL, ENERGY, WORKERS, OR MATERIALS.

THIS SECTION ON LIMITED LIABILITY IS APPLICABLE UNLESS OTHERWISE PROVIDED BY APPLICABLE LAW. IF THE LIMITATION OR EXCLUSION OF LIABILITY IS PROHIBITED BY APPLICABLE LAW, THE COMPANY'S LIABILITY SHALL BE LIMITED TO THE MAXIMUM PERMITTED AMOUNT.

# 10. DATA AND INFORMATION SECURITY

## 10.1. PERSONAL DATA

The COMPANY's personal data security rules may be reviewed in the Privacy Policy (as defined in section 1).

The COMPANY is very concerned about personal data security. Personal data the COMPANY gathers in the context of this document is processed automatically in accordance with applicable law. All information gathered in the functioning of the Platform is recorded by the COMPANY, which is the data controller. This is extremely important to the functioning of the services offered by the COMPANY.

In the event of a complaint, contact the authorities in the User's country of residence. If the User resides in France, they may at any time object to any commercial promotional correspondence and may also register against commercial telephone promotions on the site [www.bloctel.gouv.fr](http://www.bloctel.gouv.fr). Such users may also contact the Commission nationale de l'informatique et des libertes (CNIL) at [www.cnil.fr](http://www.cnil.fr).

## 10.2. SECURITY INFORMATION

Information provided to the User by any means must be accurate. Although the COMPANY makes every effort to ensure the confidentiality of data and has implemented the corresponding technical and organizational measures to ensure and show that processing is performed in accordance with data protection rules, the User understands that no security measures are perfect and such measures may be circumvented.

The User understands and acknowledges that after the removal of data and User Content provided by the User, such data or User Content may remain accessible in the cache or web archives, or as a result of search engine queries, and may be accessible to other persons if other Users have copied or saved the User's data or User Content.

The COMPANY cannot control the actions of other Users with which the User wants to share their Account (username and password). Therefore, the COMPANY cannot guarantee any User Content which the USER posts on the Platform will not be accessible to other persons.

The COMPANY is not liable for any means of circumventing the security measures implemented in the Platform.

## 10.3. PRIVACY

The COMPANY may use technology to authenticate Users, including using cookies, and use the said technologies for marketing purposes to study User preferences. This identification is non-personified and summated, the COMPANY does not track the activity of individual Users and does not provide information thereon.

To the extent of the Platform's functions and in compliance with applicable law, the confidentiality of communications is ensured and the confidentiality of User information is observed, except in the cases provided by Russian Federation law.

## **11. USER HEALTH**

The User hereby confirms that they understand and agree that any Game may contain audio and/or video special effects capable in certain circumstances of affecting people susceptible to epileptic or other central nervous system disorders.

The User understands and agrees that continuous use of a personal computer for an extended period of time may result in various physical health complications, including, inter alia, problems with vision, scoliosis, various forms of neurosis, and other undesirable and adverse consequences for the User's body.

The User hereby guarantees that they will use the Platform only for a reasonable period of time and with break periods, and that the User will take other action prescribed by a doctor to protect their health.

Users shall follow the following precautionary measures:

- Not play when they are tired or drowsy.
- Play at sufficient distance from the screen.
- Play in a lighted room and reduce screen brightness.
- Take breaks of ten (10) to fifteen (15) minutes each hour.

**WARNING: CERTAIN PEOPLE ARE AT RISK OF EPILEPTIC ATTACK, INCLUDING, IN CERTAIN CIRCUMSTANCES, LOSS OF CONSCIOUSNESS, ESPECIALLY UNDER THE EFFECT OF STRONG LIGHT STIMULATION (RAPID SERIES OF IMAGES OR REPETITION OF SIMPLE GEOMETRIC FIGURES, FLASHES OR EXPOSURES). SUCH PEOPLE ARE AT RISK OF ATTACKS IF THEY PLAY CERTAIN VIDEO GAMES INCLUDING SUCH LIGHT STIMULI; THE COMPANY STRONGLY RECOMMENDS USERS CONSULT A DOCTOR BEFORE USING THE PLATFORM. PARENTS MUST ALSO GIVE DUE ATTENTION TO THEIR CHILDREN WHEN THEY ARE PLAYING VIDEO GAMES. IF A USER EXPERIENCES ANY OF THE FOLLOWING SYMPTOMS: DIZZINESS, VISUAL PROBLEMS, EYE OR MUSCLE SPASMS, DISORIENTATION, INVOLUNTARY MOVEMENT OR SPASMS, OR FAINTING, THE USER MUST IMMEDIATELY CEASED PLAYING AND SEEK MEDICAL ATTENTION, OR THEIR PARENTS MUST ENSURE THAT THEY DO SO.**

## **12. CONCLUDING PROVISIONS**

### **12.1. ASSIGNMENT**

If such assignment does not impinge on the rights of the User, the COMPANY has the right at its discretion at any time to assign and/or delegate its rights and obligations under this Agreement or any part hereof to a third party upon the transfer or sale of all

or part of the business to which this Agreement relates, whether by merger, sale of shares, sale of assets, or other means. In this case, the COMPANY undertakes to notify USERS by email and/or publish an amended Agreement. The rights and obligations of the User under this Agreement are deemed transferred to the legal successor of the COMPANY upon the above notification and/or publication.

The rights and obligations of the User under this Agreement are personal and shall not be transferred.

## 12.2. AMENDMENT, UPDATING, AND MODIFICATION

The COMPANY shall have the right at any time at its discretion to change any function or content of the Platform, unless otherwise provided by applicable law.

For the purpose of improving its Services, the COMPANY shall reserve the right to automatically (without a separate request for User consent) make technical updates and modifications to the Platform or any of its components. For the purpose of ensuring the effectiveness of such updates and modifications, and expanding the use of the Platform, the User hereby agrees to automatic updates and modifications. If this impairs the rights of the User, the COMPANY shall notify the User of such change, and in such case the notified user shall have the right to cease the use of their Account and terminate this Agreement.

This Agreement may be amended by the Company at any time, except in the cases expressly provided by applicable law. The User shall be informed of any amendment to this Agreement, including by publication of the amended version on the Website and/or sending the User notification by any means available to the COMPANY. The amended Agreement shall enter into force upon publication, unless otherwise expressly provided by applicable law. The User is advised to periodically check the Website for notification of such amendments. The User's waiver of efforts to review amendments shall not be grounds for the User's non-performance of obligations or the User's failure to observe the restrictions imposed by this Agreement. If the User disagrees with the amendments, the User shall have the right to cease use of the Platform. By continuing to use the Platform, the User is considered to have accepted any modified conditions.

If any provision of the Agreement is or becomes unlawful or unenforceable, that provision shall be applied to the maximum possible extent and/or shall be amended to achieve the maximum effect of the initial condition, and the remaining provisions of the Agreement shall remain in full force and retain their effect.

## 12.3. TERM, SUSPENSION AND TERMINATION

This Agreement is valid as of the date the User first expresses consent to this Agreement and until such time as it is terminated in accordance with this Agreement.

The COMPANY has the right to terminate this Agreement for the User at any time with immediate effect, without any return of costs, losses, or refund received under the Agreement, unless otherwise provided by applicable law, in particular, if the User

violates any provision of applicable law or violates this Agreement, including the Special Rules, if the User does not use their Account on the Platform for 12 (twelve) or more months, if the COMPANY cannot continue to provide the User with the Platform for technical or lawful commercial reasons.

The User has the right at any time, without notifying the COMPANY and without giving a reason, to terminate their use of the Account on the Platform. To do this, the User may send a query to the Support Service.

In the event of termination of this Agreement, sections 7, 8, 9, and 12 shall remain in force.

#### 12.4. APPLICABLE LAW AND DISPUTE RESOLUTION PROCEDURE

Unless otherwise expressly provided in applicable laws, this Agreement shall be governed by and construed in accordance with the applicable legislation of the Russian Federation. Unless otherwise provided by applicable law, all disputes arising in connection with this Agreement are subject to mandatory pretrial resolution by the COMPANY and the User through the Support Service, as described in section 12.6 of this Agreement, or the User may send a letter of complaint to the following address: 125167, Moscow, Leningradsky Prospekt, 39, str. 79. If agreement cannot be reached in the course of pretrial dispute resolution, the dispute shall be transferred to the COMPANY's local court of jurisdiction for final settlement, unless otherwise expressly provided by applicable law.

Any claims that a USER may present against the COMPANY in connection with use of the Platform must be presented by the Participant within 1 (one) year (unless otherwise provided in applicable law) from the date that such a claim arises or the date that the User became aware or should have become aware of the facts that elicited the claim, dependent on which is the later date. If the User does not present their claim within the period provided herein, the term for presentation thereof shall expire.

#### **IF THE USER IS A RESIDENT OF THE EUROPEAN UNION OR THE EUROPEAN ECONOMIC ZONE, THE FOLLOWING PROVISIONS APPLY TO SUCH USER:**

In accordance with Article 14 of Regulation (EU) No 524/2013, the European Commission provides consumers with an online dispute resolution (ODR) platform accessible at the following address: <https://ec.europa.eu/consumers/odr/>.

If the Participant is resident in France, then these Rules are governed by the laws of France and any dispute arising in connection with the drafting, interpretation or performance hereof is subject to the exclusive jurisdiction of the French courts.

#### 12.5. SEVERABILITY

The invalidity of one or several provisions of this Agreement in accordance with a court ruling shall not entail the invalidity of the other provisions of this Agreement, which shall remain in effect with full legal force. If one or several provisions of this Agreement

are deemed invalid, the COMPANY and the User shall agree to implement the sense of this Agreement as closely as possible.

## 12.6. CONTACT INFORMATION

Users may contact the COMPANY through the webpage <https://support.vkplay.ru> and/or <https://support.vkplay.com> (depending on the Platform functions available to the User) to receive additional information and submit queries to the Support Service.

# Appendix No. 1 to the VK Play User Agreement

## VK Play Cloud Special Rules

These Special Rules are part of and shall be considered in conjunction with the Agreement and the Privacy Policy. In the event of any contradiction between these Special Rules and the Agreement, these Special Rules shall prevail.

### 1. ADDITIONAL TERMS AND DEFINITIONS

In these Special Rules, capitalized terms shall have the meaning given to them in the [Agreement](#), unless otherwise stated in this section. In addition to the above, solely for the purpose of these Special Rules, the terms given below shall have the following meanings:

**"VK Play Game Center"** is software that is part of the Platform, which contains information on certain Games and enables Games to be downloaded/purchased/used free of charge or for payment, by placing links in the interface of the program on the corresponding websites for downloading/purchasing/using and/or paying for such Games.

**"Accounting Period"** is the period for which the COMPANY grants the User a license to use the Service.

**"Application"** means the client component of the VK Play Cloud program owned by the COMPANY, by which the User obtains the ability to use the Service. Access to the Application is provided remotely via the Internet using third-party mobile platforms, such as Google Play, operated by Google, or via AndroidTV.

**"Service"** is the VK Play Cloud program and its subsequent versions. The Service includes the Application, unless otherwise follows from the context. Access to the Service is provided remotely through the Internet using the Platform, including VK Play Game Center, Third-party Platforms and other resources, including <https://playkey.net>.

**"Special Rules"** means these VK Play Cloud Special Rules determining the conditions and procedure for use of such Service.

**"Tariff"** means the conditions on which the User is granted the right to use software (the Service), determining (1) the means of payment of the license fee payable by the User to the Company in exchange for the provision of the license for the Service; (2) the License term; (3) the scope of the available Service.

## 2. GENERAL CONDITIONS

These Special Rules govern the relations between the COMPANY and Users relating to granting the User the right to use the Service (software) by providing remote access thereto via the Internet, to the extent and under the conditions provided in these Special Rules.

The ability to use the Service is available only if the IP address of the User's device in the Internet according to the COMPANY's information is in the CIS, or other territories in which the Service is available using standard computers, software and devices. If the User, according to the COMPANY's information, is attempting to access the Service from other countries, the COMPANY reserves the right to limit such User's access to the Service.

The COMPANY hereby grants the User a non-exclusive, revocable, non-transferable, non-sublicensable, limited license and right to use the Service for its purpose and personal, non-commercial purposes and for obtaining and/or providing access to devices controlled by a User. The right to use the Service is granted to Users on a paid basis or free of charge, depending on the Tariff, provided they comply with the conditions of this Agreement.

A User may use the Service for the duration of the access to the Service in accordance with the Tariff and this Agreement by the above mentioned means in the Russian Federation, and the territory of other countries in which the Service is available, using standard computers, software and devices.

The User shall not:

- modify, adapt, decompile, disassemble, or otherwise alter the Service and/or any component thereof or any access to intellectual property granted to the User in the use of the Service and/or obtained by a User on its own using the Service functionality;
- distribute for commercial or noncommercial purposes the Service and/or any of its components or any access to intellectual property granted to the User or might be gotten by a User in the use of the Service, make copies or screenshots either by distribution on physical media or by making them available for upload to third parties via the Internet;
- distribute any information for any purpose using the Service functionality, the distribution of which is contrary this Agreement the Special Rules, or to the laws

of the Russian Federation or any other applicable laws, including, but not limited to:

- any information of an erotic or pornographic content;
  - any information, that promotes non-traditional sexual relations;
  - any information harmful to the health and (or) development of children;
  - any information of an extremist nature;
  - any information about organizations recognized as terrorist in accordance with the legislation of the Russian Federation;
  - any information disseminated in violation of the laws of the Russian Federation in relation to persons under foreign influence.
- translate the Service and/or any of its components into other languages or create other derivative works with respect to the Service and/or any of its components;
  - attempt to bypass any security measures implemented in the Service, including blocking access by IP address;
  - use the Service by any means not provided for in this Agreement, the Special Rules or other than in the normal course of use.

User agrees and acknowledges that any and all rights not expressly granted in accordance with this Agreement are reserved by the COMPANY and/or its partners (as applicable).

The intellectual property rights granted under this Agreement are licensed, but are not sold, and confer no right or title to the Service.

Use of Games available on the Service and other intellectual property made available to the User in the course of use of the Service, is governed by separate license agreements and other documents the User concludes directly with the rightsholders/ developers/operators of such Games.

## **3. PAYMENT CONDITIONS**

### **3.1. GENERAL PROVISIONS**

The User is offered the opportunity to receive the right to use the Service without a fee (free Tariff) or by paying the COMPANY a license fee and entering into an agreement with the COMPANY on the conditions set forth in these Special Rules, the conditions of the corresponding Plan, and the provisions of article 429.4 of the Civil Code of the Russian Federation (paid Plan).

If the User is a minor under applicable law, they may obtain the right to use the Service, in particular, on the conditions of the paid Tariff, solely by parental consent. The COMPANY may from time to time request evidence of parental consent.

If the COMPANY discovers that parental consent was not given by the parent/guardian of the User, or the User does not present evidence of parental consent, the COMPANY may remove the Game, Game Item, and/or Game Currency already reflected on the

User's Account from the Account, and may apply other penalties provided for in the Agreement.

### 3.2. FREE PLAN

In certain cases, for the purpose of promoting the Service and encouraging the interest of Users/potential Users in acquiring the right to use the Service on a paid basis, the COMPANY may provide the User with access to the Service without charging a fee (with limited access to the Service/promo-access to the Service/free test access to the Service).

In particular, the COMPANY may grant a User that did not previously have access to the Service the opportunity to have trial access to the Service for a limited period ("free trial"), from the time the User performs actions to obtain access to the Service, provided payment details are provided for a bank card that may be subsequently used to automatically charge the license fee in accordance with these Special Rules. Upon expiration of the free trial period, the User will automatically be switched to access to the Service for a fee in accordance with the Plan, if the User does not refuse access to the Service within the period indicated in the corresponding Plan. If the User has decided to reject the Service, the User will need to inform the COMPANY using the Service functionality before the end of the free trial period indicated in the corresponding Plan.

If the right to use the Service is granted to the User without charge, access to the Service is deemed provided as of the User taking action to receive such access.

### 3.3. PAID PLAN

If the access to the Service is granted to the User for a fee, access shall be deemed granted on the date the license fee is paid for the first Accounting Period and on the day following the date of payment of the licensee fee for all subsequent Accounting Periods, provided the payment is reflected in the User's Account.

The license fee, and likewise the duration of the Accounting Period, are stated in the description of the corresponding Tariff on the Website, in particular, at <https://cloud.vkplay.ru/dashboard/plans> for the part of the Service, accessible through <https://cloud.vkplay.ru>, and at <https://playkey.net/ru/steps/payment> for the part of the Service, accessible through <https://playkey.net>. Unless otherwise agreed by the parties, the fee will be charged for each Accounting Period. The license to use the Service is valid as long as the User performs their obligation to pay the license fee under the corresponding Plan.

The Company has the right to engage third parties to ensure processing of payments. The User shall be informed of the conditions on which such parties provide means of payment, and the fee, before making the payment.

For the purpose of access to the Service and the subsequent ability to pay the license fee, the User shall link their bank card and/or electronic payment service to their

Account. When providing bank card and/or electronic payment service details and subsequently using such means of payment, the User confirms and warrants that:

- the User has stated accurate and full information on a valid bank card issued to the User
- the User will comply with the rules of international payment systems and requirements of the issuing bank that issued the bank card and/or electronic payment system, including with respect to the procedure for electronic payments
- the User has stated accurate and full information on the electronic payment system
- compliance with the requirements of the electronic money operator and the person ensuring payment processing.

When signing up for access to the Service on a paid Plan, the User shall instruct the COMPANY by way of prepayment to charge the licensee fee for the next Accounting Period established by the COMPANY on the payment date on the conditions selected by the User using their Dashboard until such time as the User cancels access to the Service for the following Accounting Period.

The User is aware and agrees that any Plan involves signing up to permanent access to the Service from the payment of the first Accounting Period. The User has the right to cancel access to the Service for the following Accounting Period using the Service functionality. In this case, access to the Service will end on the day following the last day of the paid Accounting Period. Furthermore, access to the Service may be terminated by the COMPANY in other cases or on other grounds provided for in these Special Rules.

The COMPANY shall have the right to consider the absence of payment for the next Accounting Period the User's cancellation of extending access to the Service as of the date of the beginning of the Accounting Period not paid for.

The User agrees to the automatic periodical deduction of monetary funds from its account to pay for access to the Service for the corresponding Accounting Period at the instruction of the User, and acknowledges that the instruction to debit funds from the User's account sent in accordance with this clause is the User's own instruction, and the actions of the processing center and acquirer bank to debit funds in accordance with this clause are performed with the consent of the User. The debiting of funds in accordance with this clause shall begin on an automatic basis subject to compliance with the following conditions:

- the User entering all the necessary details of the bank card and/or electronic payment service
- activation of the automatic debiting of funds from a bank card and/or electronic payment service by the following means: automatically upon completion of the first payment

- clicking on "Buy and play" (or a button with equivalent functionality) to confirm the consent of the User to these Special Rules and the conditions of the Plan, which are accessible at that time on the Website.

### 3.4. REFUND OF LICENSE FEE

The User may cancel the Service within 7 (seven) days of the start of an Accounting Period, provided the User has not used the Service for more than 60 (sixty) minutes, by contacting the COMPANY's support service. In this case, the COMPANY undertakes to refund the User the funds received from such User as the license fee for access to the Service, in full. For the avoidance of doubt, if the User has not received access to the Service, the COMPANY's obligation shall in any case be deemed performed in full, and the refund of the license fee shall be at the discretion of the COMPANY.

## **Appendix No. 2 to the VK Play User Agreement**

### **VK Play Tournaments Special Rules**

These Special Rules are part of and shall be considered in conjunction with the Agreement and the Privacy Policy. In the event of any contradiction between these Special Rules and the Agreement, these Special Rules shall prevail.

## **1. ADDITIONAL TERMS AND DEFINITIONS**

In these Special Rules, capitalized terms shall have the meaning given to them in the [Agreement](#), unless otherwise stated in this section. In addition to the above, solely for the purpose of these Special Rules, the terms given below shall have the following meanings:

**"Additional Paid Features"** means various additional expanded functions of the Service available to Users who accept the Offer and purchase access to the Additional Paid Features in accordance with these Special Rules. Additional Paid Features does not include Premium Features.

**"Game Profile"** means a part of the Account containing information on the User and information on the User's participation in Tournaments and Teams.

**"Team Captain"** means the User who created a Team or received this status by other means provided in the Service.

**"Team"** means the Users combining for the purpose of joint participation in a Tournament.

**"Tournament Organizer"** means a legal entity or User that has expressed a desire to initiate a Tournament in the Service.

**"Offer"** means the COMPANY's offer to conclude with the User a binding agreement to provide the User with the Additional Paid Features on the conditions described in the Offer. In the event of contradictions between the Offer and the provisions of these Special Rules, the provisions of the Offer shall prevail. The Offer is an inalienable part of these Special Rules if the User expresses a desire to purchase the Additional Paid Features. All Terms contained but not defined in the Offer shall have the same meaning as given in these Special Rules.

**"Premium Tournament"** means a special kind of tournament open only to Users who have purchased access to Premium Features in accordance with these Special Rules.

**"Premium Features"** means a set of additional expanded features of the Service available to Users who purchase access to Premium Features in accordance with these Special Rules." The Premium Features offer the ability to participate in Premium Tournaments, among other things.

**"Rules"** means the rules of the Tournament published on the page of the corresponding Tournament in the Service.

**"Service"** is the VK Play Tournaments Service, which is a set of computer software and other intellectual property of the COMPANY (including the graphical design of the interface, etc.), information published by the COMPANY and/or User Content. Access to the Service is provided remotely through the Internet using the Platform and other resources.

**"Special Rules"** means these VK Play Tournament Special Rules determining the conditions and procedure for use of such Service.

**"Tournament"** means an e-sport/cybersport contest between Users organized in the Service. The rules of the Tournament are governed by the corresponding Rules.

**"Participant"** means a User taking part in a Tournament in accordance with its Rules.

## 2. GENERAL CONDITIONS

These Special Rules govern the relations between the COMPANY and Users relating to granting the User the right to use the Service (a set of software) by providing remote access thereto via the Internet, to the extent and under the conditions provided in these Special Rules.

Inter alia, the purpose of the Service's functions is to develop and popularize online e-sports and cybersport events.

A part of the Service may be provided to Users with limitations, in particular, regarding language.

The Service is an automated online system for conducting cybersport contests and e-sport contests, containing various information on cybersports and e-sports. The outcome of each contest depends solely on the skill of the participants and does not depend on chance and risk.

The User may obtain information published in the Service, take part in Tournaments, organize Tournaments (become a Tournament Organizer), organize or join Teams, follow the participation of other Users in Tournaments, and use the Service by other means provided by its functionality. The right to use the Service, other than Premium Features and Additional Paid Features, is provided by the COMPANY to Users free of charge.

### **3. CREATION OF A GAME PROFILE AND ADDING ADDITIONAL INFORMATION TO THE SERVICE**

3.1. Each User may use the Service to obtain information on a "read only" basis. To participate in Tournaments, organize Tournaments, and create Teams, the User needs to complete a Game Profile, following the instructions available in the Service, in particular, to provide certain information marked as required. The list of required information may be expanded for participation in certain Tournaments. The User may also provide additional information at their discretion.

### **4. CREATING A TEAM AND JOINING A TEAM**

4.1. Each registered User may create a Team and become a Team Captain. Teams are created to participate in Tournaments for a specific Game. A User may be a member of various Teams. A Team member may leave the Team at any time, unless otherwise provided in these Special Rules.

4.2. The decision to join a User to a Team is made by the Team Captain at their discretion. A User may also at any time be removed from a Team by the Team Captain at the discretion of the Team Captain.

4.3. When joining a Team, the User grants the Team Captain the right to make decisions on the Team's participation in Tournaments, to take the necessary action during Tournaments, to interact with judges and Tournament Organizers on behalf of the Team and all Participants that are members of the said Team.

4.4. It is prohibited to change the members of a Team while the Team is participating in a Tournament. A User has the right to leave a Team only during periods the Team is not registered and not participating in a Tournament.

4.5. Upon creating a Team, the Team Captain may upload a Team logo to the Service, which is an identifying visual element of the Team. When uploading a Team logo to the Service, the Team Captain represents and warrants that the logo is not Unacceptable Content, in particular, that the use of the logo does not in any way violate the rights and

lawful interests of third parties, including, without limitation, is not identical or confusingly similar to trademarks registered in states where the Service is available, and does not contain any such trademarks. The COMPANY, acting as an information intermediary, does not monitor Team logos for violations of the rights and lawful interests of third parties. If the COMPANY has reason to believe that the Team logo violates the rights or lawful interests of third parties, and/or if the use of the said Team logo is a violation of these Special Rules, the COMPANY shall have the right to remove such Team logo and to prohibit the Team to use such Team logo.

## **5. PARTICIPATION IN TOURNAMENTS**

5.1. For the purpose of participation in a Tournament, a Team must register for the Tournament, provided there are free slots for participation in the Tournament. Simultaneous participation in a Tournament of Teams including the same User(s) is not permitted.

5.2. The Tournament Organizer shall independently decide whether to admit a Team/User to the Tournament at their discretion. The Tournament Organizer has the right to refuse a Team/User entry to a Tournament at their discretion.

The COMPANY and/or Tournament Organizer may at any time demand any User provide evidence that the User is in compliance with these Special Rules, in order to continue to grant such User access to the Service and/or to participation in the Tournament, and each User hereby acknowledges and accepts this condition as a reasonable measure to ensure the security of the Service. Furthermore, each User shall provide due confirmation of identity and confirmation of compliance with the Service's requirements before receiving prizes or the COMPANY and/or Tournament Organizer processes any request for a prize. Failure of the User to present due proof of identity and/or failure to present confirmation of compliance with the requirements of the Service may result in the suspension and/or termination of the User's Account.

5.3. The participation of a Team/Participant in a Tournament shall be in strict compliance with the Tournament Rules and these Special Rules. All members of the Team/Participants shall follow the instructions of referees and the Organizers of the Tournaments they are participating in, unless such instructions are contrary to these Special Rules, the Agreement and the Privacy Policy.

5.4. The final results of the Tournament shall be confirmed by the Tournament Organizer. The COMPANY shall not take part in confirming the final results of Tournaments, shall not take part in resolving disputes, except in cases where the Tournament Organizer is the COMPANY.

5.5. Only members of a Team that were listed at registration for a Tournament may take part in the Tournament.

5.6. Participants are prohibited to change their game name after registration for or during a Tournament, unless a request otherwise was made by the Tournament Organizer.

## **6. RULES FOR TOURNAMENT ORGANIZATION**

6.1. For the purpose of organizing a Tournament, the Tournament Organizer shall publish the Rules on the Tournament page describing the Game for which the Tournament will be held, the Tournament format, terms, and other conditions of the Tournament. The Tournament Organizer must follow the Rules and conduct the Tournament in accordance with the Rules.

6.2. If the Rules assume the payment/provision of prizes to Participants who take particular places in the Tournament as determined in the Rules, the Tournament Organizer shall pay/transfer such prizes to such Participants in accordance with the Rules. Any prizes shall be provided out of the personal funds of the Tournament Organizer or partners of the Tournament Organizer.

6.3. The Tournament Organizer shall at their own discretion determine the list of Teams/Users given entry to the Tournament.

6.4. The COMPANY may at its discretion restrict the ability of a User to act as a Tournament Organizer without explanation.

6.5. A Tournament Organizer, other than the COMPANY, shall not have the right to make the entry of a User/Team into the Tournament dependent on any kind of payment or other material incentive for the Tournament Organizer.

## **7. PREMIUM FEATURES AND ADDITIONAL PAID FEATURES**

7.1. Of their own wish, a User may purchase Premium Features and Additional Paid Features of the Service. Premium Features include, inter alia, access to the User's individual statistics, VIP rankings, the ability to customize the User profile, and the ability to take part in Premium Tournaments. A full and up to date description of Premium Features is available on the corresponding page of the Service. A description of the Additional Paid Features is provided in the corresponding Offer, which Users are offered for acceptance directly before purchasing the Additional Paid Features.

7.2. Purchase of the Premium Features and Additional Paid Features and payment therefor is not an essential condition of use of the Service as a whole. The ability to use the Premium Features and Additional Paid Features is provided upon request and at the wish of the User. The Premium Features and Additional Paid Features can only be used as part of the Service

7.3. The Premium Features are provided to the User for a fee as part of a monthly subscription to Premium Features. Additional Paid Features are provided in accordance with the Offer conditions.

7.4. The User makes payment in monetary funds by electronic transfer in roubles in the amount of the cost of the Plan chosen by the User to use Premium Features and the Additional Paid Features chosen by the User. The price of plans for access to Premium Features and the cost of Additional Paid Features is stated inclusive of applicable VAT. Premium Feature Plans may be differentiated by duration of access (month or year) to Premium Features. The User is provided with the opportunity to pay by means of one time payments. When choosing the Premium Feature plan, the User can choose auto payment settings, as a result of which payment will automatically be debited at the end of the period of access to Premium Features, and access to the Premium Features will be automatically extended for subsequent equivalent periods (month or year). If the User has insufficient funds or payment cannot be processed, access to the Premium Features shall not be provided for the new period, and the auto payment will be automatically disabled. If the User pays for Premium Features using one time payments, plans may be unilaterally adjusted by the COMPANY at any time without prior notification of the User, except in cases expressly provided by applicable law. If the User uses auto payment, the COMPANY undertakes to notify the User by email or other communications channel of the change of plan 30 (thirty) calendar days before introducing the new plan pricing. The price of purchased Premium Features shall not be adjusted. The User may review applicable plan pricing, procedure and means of payment on the corresponding page of the Service.

7.5. When paying for the right to use Premium Functions and Additional Paid Functions, the User undertakes to follow the payment instructions with respect to the procedure and means of payment, including the rules on inputting messages and short message service (SMS) numbers, including the procedure for inputting upper and lower case letters, numbers, and input language. Access to use of Premium Features and Additional Paid Features is provided upon compliance with the attached instructions and payment conditions. The COMPANY shall not be liable for the correct performance by the User of conditions of payment.

7.6. When the User pays for the selected Premium Features plan or Additional Paid Features, they are given the right to use the Premium Features in the amount and for the period (month or year) provided in the corresponding plan, and in the event of the purchase of Additional Paid Features, the User shall be provided with services according to the description in the Offer. By way of example, if the User was granted access to the Premium Features for a month, such access shall be terminated upon a month elapsing on the date the payment for use of the Premium Features was made.

7.7. If as a result of a technical malfunction, interruption in the Service or any element thereof, or the willful actions of the User, they received access to Premium Features and/or Additional Paid Features without payment in accordance with the procedure provided in these Special Rules, the User shall inform the COMPANY thereof and pay the cost of access to the Premium Features and/or Additional Paid Features, or

eliminate all consequences of unauthorized use of the Premium Features and/or Additional Paid Features. The COMPANY shall have the right to eliminate such consequences without notifying the User.

7.8. The User shall retain proof of payment for access to the Premium Features and Additional Paid Features for the duration of the Service, and upon request of the COMPANY shall provide such documents, and other information on the circumstances of such payment by the User.

7.9. In the event that the COMPANY establishes that the User is receiving access to the Premium Features and/or Additional Paid Features from third parties, the COMPANY shall have the right at its discretion to suspend or cancel access to the Service entirely and/or to the Premium Features and/or Additional Paid Features in particular.

7.10. As of the provision of access to the Premium Features or the Additional Paid Features and provided the COMPANY duly performs its obligations, the User shall not be entitled to demand the COMPANY return any amount paid for the provision of access to the Premium Features or Additional Paid Features in full or in part, unless otherwise provided by applicable law and these Special Rules or Offer.

7.11. The provisions of these Special Rules relating to the Premium Features and Additional Paid Features are applicable only if such Premium Features or Additional Paid Features are accessible through the Service.

7.12. If the User expresses a wish to purchase/receive access to Additional Paid Features through interaction with the Service interface, the User may accept the Offer by clicking the box opposite the agree to the Offer or similar action, which according to articles 435 and 438 of the Civil Code of the Russian Federation is equivalent to the conclusion of an additional agreement to these Special Rules between the COMPANY and the User giving rise to particular rights and obligations of the User and COMPANY.

7.13. The Offer may only be accepted by individuals with legal capacity acting in their own interest. The Offer may not be accepted by or in the interest of a legal entity or sole proprietor.

7.14. In addition to the other prohibitions established in the Agreement, the User is prohibited to make payment using means with limited duration liquidity, or means by which it is not possible to confirm that the transaction is lawful. Payments for which the User cannot provide proof of legitimate ownership of funds and their backing with genuine funds may be grounds for restriction of features or access to the User's Account.

*Only the version of this document in Russian has legal force. Any translations of this document into other languages are purely for the convenience of the User.*

