

## Agreement of use

Present Agreement (hereinafter - the "Agreement") is a contract, enforceable, between you (hereinafter - the "You" or "Streamer"), an individual who has reached the age of majority (in accordance with applicable law) and the company "VG Tech" LLC (hereinafter - the "We" or the "Company"), the owner and "Service provider Tivalerts" (hereinafter - the "Service"), which allows you to play text messages during video broadcasts in online mode via the Internet.

The terms of this Agreement govern the relationship between you and the Company, under which you agree to use the Service through the provision of content (Streamer services) in accordance with the established rates.

PLEASE READ THIS AGREEMENT. BY REGISTERING TO GAIN ACCESS BY SCANNING INFORMATION, MATERIALS DOWNLOADING OR USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO THE TERMS OF THIS AGREEMENT. IF ANY TIME YOU DO NOT AGREE MORE WITH THESE TERMS, PLEASE IMMEDIATELY DISCONTINUE USE OF THE SERVICE OR CONTACT US AT: SUPPORT@TIVALERTS.COM, TO DISCUSS ANY OF YOUR QUESTIONS REGARDING THIS AGREEMENT.

### 1. LICENSE.

You grant us a free license, and we have the right to use your content (and / or the content of third parties who are your contractors) through the Service, including without limitation video, overlay speech, music content, graphical interfaces, information, photos, logos and trademarks signs, etc. (hereinafter - the "Content Streamer") or by any means (currently available in the future). And in this regard we offer you the opportunity to register your account Streamer account to use the Service.

Unless otherwise agreed in a written agreement between you and the Company, which has been signed by an authorized representative of the Company:

1. If you distribute or provide content Streamer through the Service, You hereby grant the Company acting on the territory of the world, non-exclusive, royalty-free, with the possibility of transfer and complete sublicensable right to use, placement, conversion for streaming (streaming), reproduce, modify, adapt, publish, translate, create derivative slave ie, distribution, performance, display or otherwise use your Content Streamer in any form, format, on any medium or through any media channels now known or later invented. You are transferred to the company and our sublicensees the right to use the name (s) that you provide in connection with such content, in our or their sole discretion.
2. Except for Content Streamer, already downloaded by the user (if any), above the license granted to you, cease to have effect in respect of a particular piece of Content Streamer, after you remove the content from the Service Streamer.

If you register an account as streamers, subject of the present Agreement, the Company grants you a personal, limited, non-exclusive, non-transferable, freely revocable license to use the Service to upload and distribution of authorized digital content streamer.

### 2. Additional functionality and services.

When using the service, you need to perform any additional hosted management or rules applicable to certain services and components that can be placed online, and about which you reported from time to time (hereinafter - the "Guidelines").

### **3. REPRESENTATIONS AND WARRANTIES**

#### **3.1 Representations and warranties with respect to the Content Streamer.**

If we allow you to publish any content that only you are responsible for your Content Streamer and consequences of posting or publication. Downloading / publishing / Streamer providing your content, you represent and warrant that: (1) You are the creator and owner of the Content Streamer or otherwise have sufficient rights and authority to grant the rights in accordance with this Agreement; (2) your Content Streamer will not be (a) violate any applicable law, rule or regulation or not (b) infringe or misappropriate any right of a third party, including any copyright, trademark, patent, trade secret, moral right, right of privacy, right of publicity or other intellectual property right or right of property, or (c) to insult, discredit or specify any other person, or (d) promote violence, the use of firearms or nezak tional items or activities, or (e) be libelous, defamatory, misleading, pornographic or sexually explicit in nature; (3) your Content broadcaster does not contain any viruses, adware, spyware, self-propagating program or other malicious code, or (4) if you have received prior written authorization, your Content Streamer does not contain pre-release or closed beta -version software or confidential information of the Company or third parties. The Company reserves all rights and remedies with respect to the tape drive, which violate data representations and warranties.

#### **3.2 Content is downloaded at your own risk.**

The company uses reasonable security measures to attempt to protect the Content Streamer. However, the Company can not ensure that no unauthorized copying or distribution of content streamers, and the Company will not be responsible for the reproduction or use of the Content Streamer without permission. You are hereby released from the obligation and forever waive any claims you may have against the Company in respect of any such unauthorized copying or use of the Content Streamer, regardless of the cause and type of claims. Security measures to protect content streamers USED NOW UNDER THIS AGREEMENT ARE PROVIDED AND USED ON AN "AS IS" AND IN THE ABSENCE OF ANY WARRANTY OR REPRESENTATION THAT SUCH MEASURES TO ENSURE THE SECURITY TO BE SUSTAINABLE PREVENT attempts to bypass MECHANISMS SAFETY OR THAT there will be no cases of hacking, LOSS OF OR OTHERWISE circumvention of such security measures.

#### **3.3 Preventing unauthorized use Streamer account.**

Except as otherwise expressly permitted by the Company in writing, you may not sell, rent, lease, share or provide access to your account Streamer through the Service to any third party, including through the collection of fees (eg, cash) with a third party for access to administrative rights on your Streamer account. The Company reserves all available legal rights and remedies to prevent unauthorized use of the Service, including but not limited to use of technical barriers, the comparison of the IP-addresses, and in severe cases, direct appeal to your ISP with respect to such unauthorized use.

### **4. ADVERTISING.**

Streamers can promote, or control actions to carry advertising or by using a service (hereinafter - "Promotions") only in accordance with separate agreements between Company and streamers. If you are the streamers, and you make a decision on the promotion, management or promotional activities, you should always follow these rules:

1. You can carry out advertising activities in the cases permitted by applicable local law, and only you are responsible for ensuring that you and any action to promotional activities comply with

any obligations and restrictions under applicable local laws, as well as documents on the Service.

2. Once you have, at their own expense, you will be responsible for all aspects of your promotional activities, including, including the execution, control and management of promotional activities; preparation and placement of official rules; selection of the winners; providing prizes and obtaining all necessary permits and approvals of third parties, including including the provision of all necessary registrations and guarantees. The company has the right to remove your promotional activities of the Service for any reason.
3. The company is not responsible and does not endorse or support any such promotional activities. You can not specify that the Company is the sponsor of the promotion.
4. ALL Streamers should indicate or disclose the following text within the Advertising in their channel: *"This advertising [channel name]. «Tipalerts» does not support or does not approve the promotional activities of the streamer, and are not responsible for "them.*
5. For purposes of clarification, any promotional activities can be carried out on the basis of a mandatory supplementary agreement entered into between you and the Company, and subject to the technical capabilities of the service.

## 5. ACCOUNT streamer.

To create an account you must provide us with certain information, such as username and password (which are protected).

If you have a account Streamer can receive services in accordance with the conditions attached tariff.

Despite the fact that the Company has taken reasonable measures in security precautions, but you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer and for all activities that occur under your account or password. Please make sure that you provide the Company with the registration and at any other time the information is true, accurate, current and complete to the best of your ability.

If you have reason to believe that your no longer an account is secure (for example, in the case of loss, theft or unauthorized disclosure or use of your account, password, or numbers of any credit, debit or charge card, if applicable), then you should immediately notify the Company at the following address: [support@tipalerts.com](mailto:support@tipalerts.com).

## Accounts of third parties.

The company may allow you to register and login service through a third-party API. If you are logged through the API such, information in the profile associated with a user account that you use to sign in service, including your name, it can be used by the Company to provide and maintain your account. You further acknowledge and agree that the Company may publish information regarding your use of the Service in connection with such third parties the API, with which you use the service (if you do not inform us otherwise).

## 6. PAYMENTS

After registration, you can choose a tariff plan in accordance with the tariffs of the Service described in the Pricing section on the Service website(<https://tipalerts.com>).

### 6.1 Number of Qualifications; Account Security.

To make a purchase on the Site, you must be a registered user. You acknowledge that you are responsible for maintaining security and restrict access to your account and password, and you agree to accept responsibility for all purchases and other activities that occur in your account. The company sells its products and support services only to those users who can legally make purchases with a credit card. If you have not reached the age of majority under the laws of your country of residence, you can make purchases on the Site only with the permission of a parent or guardian. The Company reserves the right to refuse or cancel orders or terminate the subscription at any time at its discretion.

## **6.2 Terms of Service subscription.**

The company may offer certain ancillary products and services by subscription with periodic payments ( "Subscription Services"). Subscription services are paid automatically at the end of the previous billing period. You agree to pay a monthly fee to obtain a subscription. The Company reserves the right to remove or edit payment methods. If we remove or change the subscription option payment, We will give you a notification. You need to confirm your agreement to the new terms of payment to continue receiving subscription services. If you do not agree, your subscription will be canceled without a refund of the paid part.

You are responsible for all costs associated with your account. The Company reserves the right to stop a subscription service on your account, if the payment is delayed, irrespective of the amount.

## **6.3 Subscription - automatic payments.**

If you choose subscription service you provide us permission to automatically charge a subscription fee for your chosen payment method at the beginning of each payment period. Your access to the subscription will not be activated as long as the service does not verify that the credit / debit card or other payment method that you provide a service for payment has been confirmed and your payment method that is available for payment.

You further agree that the Service may charge you any other applicable fee for the subscription service Service, if specified, including the fee for early termination.

You are required to maintain current, complete and accurate information on payments and to notify the Company if the payment method is canceled (for example, loss or theft).

The Company reserves the right to suspend or terminate your access to subscription without notice in case of failure of any commissions, fees or if your payment method (or its agent or affiliate) requests the return of payments previously made to the Service in the event that the Company believes, that you are responsible for the incident.

## **6.4 Cancel subscription.**

You can refuse to renew your subscription at any time by selecting "Do not update" in your account settings and subscription by contacting customer support via e-mail [support@tipalerts.com](mailto:support@tipalerts.com).

Unsubscribe will happen at the end of the current subscription period.

## **7. TERMINATION.**

The Company reserves the right to suspend your account if you are selling products, accounts and other non-activity strimerskoy things prohibited to use the service as an exchange office, carry on with the help of the Service activities directly or indirectly prohibited by local law and Russian legislation.

In particular, the Company may terminate this Agreement in the event of violations by you. In this case, your access to the Service shall be limited and / or completely blocked.

#### **8. Possible violations.**

You are solely responsible for the compliance of acts committed in your account, the applicable law and the terms of this Agreement. If you suspect that your account is used by third parties, then you must notify us immediately in accordance with Section 5.

At any time, the Company reserves the right to temporary exclusion or removal of any Content Streamer, at its discretion in the event of any breach or alleged breach this Agreement, as well as in the case of a content mismatch Broadcaster company's security policy.

It should be noted that if you knowingly provide false information in its notification that carried out illegal activities, you will be responsible for any damages, including legal support expenses incurred by the Company or the alleged infringer as a result of our use of inaccurate information with deprivation the right of access to the material or activity claimed as infringing.

#### **9. INDEMNIFICATION AND RELEASE OF LIABILITY.**

You agree to indemnify, defend and hold the Company, its affiliates, contractors, employees, agents and its third party suppliers, licensors, and partners harmless from and against any and all claims, losses, damages, liabilities, including legal support expenses that arise as a result of your disorders (for example, your violation of the rights of any third party, your violation of this Agreement or any other applicable agreements regarding the use of the Service) or breach of representations and gar nty made by you under this document. The Company reserves the right to exercise, at your expense, in the exclusive defense and control procedure for any claim for which compensation is required for the Company in your hand, and you agree to cooperate with the Company in the framework of the protection of such claims. The Company will make every reasonable effort to inform you of any such claim, suit or proceeding, of which it becomes aware. The above indemnity and exemption from liability includes including any claims, losses, damages, liabilities, including costs for legal support, which arise as a result of placing your advertising or Content Streamer.

#### **1. DENIAL OF RESPONSIBILITY.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) THE SERVICE FACILITATING ELEMENTS AND MATERIALS CONTAINED IN IT ARE PROVIDED ON AN "AS IS" BASIS OF ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IF ANY OTHER DIRECTLY WHICH IS PROVIDED BY THE COMPANY IN WRITING FORM; (B) THE COMPANY AND ITS AFFILIATES, PARTNERS AND SUPPLIERS (FURTHER "THE PARTIES OF THE COMPANY") DISCLAIM ALL OTHER WARRANTIES SET BY LAW, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OF TITLE AND NO VIOLATION OF SERVICE, INCLUDING ANY INFORMATION, CONTENT OR MATERIAL CONTAINED IN IT; (C) THE COMPANY DOES NOT REPRESENT OR REPRESENT THAT THE INFORMATION, CONTENT OR MATERIALS IN THE SERVICE IS PRECISE, COMPLETE, RELIABLE, CURRENTLY OR WITHOUT ERRORS; (D) THE COMPANY WILL NOT BE LIABLE FOR ANY PAPERS OR PASSIS ON THE TEXT OR PHOTOGRAPHS; AND (E) IN NO EVEN THAT THE COMPANY TRIES TO MAKE YOUR ACCESS AND YOU USE THE SERVICE OF THE COMPANY SAFE, THE COMPANY CAN NOT REPRESENT OR SAVE THAT THE SERVICE OR OUR SERVERS DO NOT CONTAIN VIRUSES OR OTHER HARMFUL COMPONENTS, AND, IN THIS CONNECTION, YOU MUST USE RELEVANT SOFTWARE FOR PROTECTION AND TREATMENT FROM VIRUSES WITH ANY DOWNLOADING. MESSAGES OR INFORMATION,

ORAL OR WRITTEN RECEIVED BY YOU FROM THE COMPANY OR THROUGH THE SERVICE, DO NOT SUBMIT ANY WARRANTY, EXPRESSLY EXPRESSED IN THIS DOCUMENT. YOU EXPRESSLY RECOGNIZE THAT 10 TERM "COMPANY" INCLUDES INSTITUTIONS, DIRECTORS, STAFF, SHAREHOLDERS, AGENTS, LICENSORS AND SUBCONTRACTORS OF THE COMPANY IN THE CONTEXT OF THIS SECTION.

## **2. LIMITATION OF LIABILITY AND DAMAGES.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) IN NO EVENT SHALL COMPANY OR THE COMPANY BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOST PROFITS, OR LOST DATA , WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, THE CONTENT OR MATERIALS, INCLUDING AT THE INCLUDING ANY DAMAGES CAUSED BY OR ARISING OUT OF THE USE OF THE USER OF ANY INFORMATION OBTAINED FROM OR ARISING OUT OF ERRORS, ACTS OF OMISSIONS, DELAYS, DELETING FILES, OR EMAILS, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OF OR TRANSFER ANY DERATING, WHETHER THEY ARE CAUSED BY NATURAL DISASTERS, SYSTEM FAILURES COMMUNICATION, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO DOCUMENTS, PROGRAMS OR SERVICES OF THE COMPANY; AND (B) IN NO EVENT SHALL THE AGGREGATE LIABILITY IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, EXPRESSING AN ACTION OR OMISSION, OR CONSTRUCTIVE NEGLIGENCE), UNDER THE PRODUCT LIABILITY CERTAINLY LIABILITY OR OTHER THEORY OF LIABILITY, WHICH RESULT FROM OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, DOES NOT EXCEED THE AMOUNT PAID BY YOU, IF, FOR ACCESS TO THE SERVICE DURING TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE MAKING A CLAIM, OR THE AMOUNT OF ONE HUNDRED US DOLLARS, WHICHEVER, WHICH AMOUNT IS GREATER.

## **3. APPLICABLE LAW.**

This Agreement shall be governed by and construed in accordance with the Russian legislation. All disputes arising in connection with this Agreement shall be subject to mandatory pre-trial settlement, the parties, and if no agreement is reached within the pre-trial settlement of the dispute - a court having jurisdiction in the location of the Company.

## **4. Amendment of this Agreement.**

The Company reserves the right, at our sole discretion, to amend, supplement or delete portions of this Agreement at any time (for example, to reflect the Service or to reflect changes in legislation updates). If the company makes a change to this Agreement, we will send you a notice of such changes by posting a notice on a Web page or specify a new date of the last update above. Should periodically review this Agreement and the Guidelines for such changes. Your continued use of the Service after the posting of changes constitutes acceptance by you of such changes. With regard to any significant changes in this Agreement, the amended terms will automatically come into force thirty days after their initial posting on the Site, if you do not provide us with notice of cancellation within the specified period. The current version of the Agreement is available at:<http://tipalerts.com/terms>.

## **5. OTHER PROVISIONS.**

### **14.1 Waiver.**

Failure or failure to bring to the performance of you or us any right or provision of this Agreement shall not constitute a waiver of such right or provision. Refusal to recognize any provision of this Agreement shall enter into force only when it is made in writing and signing of the relevant party.

#### **14.2 Severability.**

If any provision of this Agreement or guidelines shall be unlawful, void or for any reason unenforceable, then, for you and for us this situation is limited or removed from this Agreement in the minimum extent necessary and not affect the validity and enforceability of any remaining provisions.

#### **14.3 Assignment.**

This Agreement and related Guidelines, and any rights and licenses granted in accordance with this document can not be transferred or inferior to you, but may be assigned by the Company without restriction. Trying to make concessions carried out in violation of this Agreement is void.

#### **14.4 Saving and void.**

Upon termination of this Agreement, any provision that by its nature or conditions must continue to act remains in force and effect after such termination or expiration, including, without limitation Section 3.

#### **14.5 Headings.**

The headings in this Agreement are used only for convenience of reference only, are not part of this Agreement and shall not limit or affect any of the provisions of this document.

#### **14.6 Entire Agreement.**

This Agreement, together with any other related documents and manuals constitute the entire agreement between you and the Company with respect to its subject matter and can only be changed through the registration of such change in writing, signing or otherwise agreed to by both parties or by way of amendment of this Agreement or the Guidelines, carried out company under the provisions of Section 13 above.

#### **14.7 Claims.**

If you do not agree with the above, you may contact us as soon as possible after the start of your use of the Service at the following address: [support@tipalerts.com](mailto:support@tipalerts.com), and otherwise from the moment they begin to have a binding force for you, after a reasonable time ( usually 30 days, except in cases of emergency action).

YOU AND COMPANY MUST RECOGNIZE THAT ANY CAUSE OF ACTION ARISING OUT OF OR IN CONNECTION WITH THE SERVICE, must be commenced within one (1) year after its occurrence. OTHERWISE, SUCH CAUSE OF ACTION invalidated.

### **6. ADDRESSES AND DETAILS**

«VG Tech» LLC

BIN 1185476023809

INN / KPP: 5406987958/540601001

Location address: 630099, Russian Federation, Novosibirsk, st. October 33

p / s 40702810123220001384

in the JSC Alfa-Bank ", Novosibirsk

BIC 045004774

Kor.schet: 30101810600000000774

Tel: +7 (953) 765-64-22

E-mail: [support@tipalerts.com](mailto:support@tipalerts.com)

General Director« VG Tech » LLC Lyubitsky Gleb Nikolaevich