

User Agreement

This User Agreement (hereinafter - “Agreement”) regulates legal relations between the User (beneficiary), as the party of the first part, and CHL LLC (hereinafter - «Administrator») – service administrator of the website khl.ru and its subdomains (hereinafter — «Website»), as the party of the second part, for the use of the Content, published at Administrator's Website.

1. TERMS AND DEFINITIONS

User - a legal entity or individual, having a full legal capacity as per legislation of the Russian Federation (art.21, art.27 of the Civil Code of the Russian Federation), being a party (hereinafter - “Party”) of the Agreement, having voluntarily registered on the Website and/or using the Content of the Website.

Registration — procedure, during which the User submits its E-mail address, Password, as well as valid information about itself according to the form confirmed by the Administrator (hereinafter - “Registration Form”).

Agreement Conclusion — the moment of the conclusion of the Agreement between the User and the Administrator confirming User’s consent to all of the requirements of the Agreement is User’s completion of the Website Registration or the moment of beginning of the Website Content use, including viewing/listening of the audiovisual works collection.

E-mail address — User’s e-mail address (e-mail), specified by the User during Registration for User’s identification and used together with the Password to obtain the access to the Services of the Website .

Password — the set of characters (letters, digits, symbols), specified by the User during Registration, used together with the E-mail address to obtain the access to the Services of the Website.

User’s Personal Account (in terms of this Agreement) — a virtual account assigned to the User during Website Registration for User’s payment for the Services of the Website, as well as for displaying and accounting of the money paid-in by the User. User’s Personal Account reflects the amount of money paid-in by the registered User as advanced payment for the Services of the Website.

Administrator’s Website — an informational web-resource constituting a body of computer programs enabling publishing of the content, data, advertisement, textual, graphic and/or audiovisual and other works, uploaded or planned for uploading at the khl.ru web-page, as well as other addresses at Administrator’s discretion.

Website Service — combination of services provided to the User(s) by the Administrator.

Content — collection of the audiovisual works as well as any part of this collection, which Administrator serves to the Users at the Local Network suitable for viewing only by using tools for Content viewing.

Local Network — computer network, including Internet access, using phone lines, dedicated lines and broadband lines including ADSL/DSL/ISDN, as well as applying wireless technologies for obtaining access to the computer network, serving Users (hereinafter - “Local Network”).

Tools for Content viewing — special computer program named “Webcaster Player”, which enables Users to watch the Content (hereinafter — «Tools for Content viewing»).

User’s personal data — data voluntarily submitted by the User during Registration and reflected at the “Personal Profile” webpage stored at the Administrator’s database and subject to use solely in accordance with this Agreement, CHL LLC Provision on Personal Data Processing and Russian legislation.

Materials — any type of information (video, audio, photographs, images, texts or any other) used (incl stored, distributed, shared, etc.) by the User in any form (for example, but not limited to, in the form of text message, attached file of any format, network posting links, etc.) through or subsequent to the use of Services of the Website.

2. SUBJECT OF AGREEMENT

2.1. According to the terms of this Agreement the Administrator provides the User with the services of the use of Content published at the Administrator’s Website, namely Service(s) of the Website, and the User has the right to use the Service(s) of the Website using Tools for Content Viewing.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. The Administrator shall have the right to:

3.1.1. Enable the User to use any of the Service of the Website conditional on User’s fulfilment of the Website Registration.

3.1.2. Supply, delete and change in any other manner any data provided in Administrator’s Content including placing advertisement, hyperlinks, etc. into the Content.

3.1.3. Monitor activity of the Users in terms of their usage of the Services of the Website and prevent publishing of any Materials, violating the terms of the

Agreement and Russian legislation, as well as apply sanctions to the User stated in the Agreement in accordance with the Administrators reference.

3.1.4. Use (process, etc.) the User's Personal Data submitted by the User during Registration for the purposes of service provision and events execution relative of the Services of the Website, as well as publishing and sending informational and advertising messages to the e-mail submitted by the User.

3.1.5. Store or delete the Materials provided by the Users while using the Services of the Website unilaterally and without prior notification of the User.

3.1.6. Download and initiate the update of the Tools for viewing the Content upon User notification.

3.2. The Administrator shall be obliged to:

3.2.1. Render the User's technical support by written and/or auricular on-call consulting, provided conditionally upon the official request sent by the User to the address site@khl.ru. Professional consulting shall be provided on the following issues: Registration and troubles with its fulfilment, functioning of any Services of the Website put in operation, Password recovery. Consultations on hardware setup, software settings or Internet access of the User or third parties, as well as other issues having no connection to the functioning of the Services of the Website shall not be provided.

3.2.2. While processing the User's Personal Data to be governed by legislation in force and CHL LLC Provision on Personal Data Processing, including storage of the User's Personal Data in safe and undisclosed.

3.3. The User shall have the right to:

3.3.1. Use all of the Services of the Website put in regular operation by means not prohibited by this Agreement and effective legislation of the Russian Federation.

3.3.2. Contact the Administrator at site@khl.ru to review the situation and take reasonable efforts regarding following cases:

a) occurrence of technical issues during Services operation;

b) receival by the User of any messages being unauthorized e-mail marketing or containing Materials prohibited by this Agreement, including threats or files suspected of containing software virus;

c) User detection of the facts of unauthorized use of its access;

3.3.3. Submit changes to its Personal Data, including Password reset, at any time.

3.4. The User shall be obliged to:

3.4.1. Assure oneself of the possibility to obtain access to the Website in accordance with section 5 of the Agreement.

3.4.2. Use Services of the Website for personal use only.

3.4.3. Not copying the Content.

3.4.4. Not trying to hack the Tools for viewing the Content.

3.4.5. Comply with all terms of the Agreement.

4. ACCESS TO THE SERVICES OF THE WEBSITE

4.1. The User shall access the Services of the Website and Content at its own discretion.

4.2. The User shall be liable for provision of valid personal login credentials or personal account data submitted to the Website in terms of the Agreement, and shall assume an obligation to keep these data from the third parties, and shall agree to be held responsible for the consequences of the transfer of such data to the third parties.

4.3. Registration fulfilled by the User at the Administrator's Website shall enable User's access to the specified Services of the Administrator's Website.

4.4. The User shall obtain the access to the chargeable Services of the Administrator's Website conditional upon their payment.

4.5. The payment for the access to the chargeable Services of the Website using User's Personal Account shall be effected by reducing the amount of money, displayed at the User's Personal Account as per the cost of the selected Service of the Website, or upon the direct payment from the User by means of payment.

4.6. Access to the chargeable Content shall be granted to the User by the Administrator conditionally upon Administrator's receiving of the corresponding payment confirmation.

4.7. Access to the chargeable Content shall be granted according to the technical requirements stated in section 5 of the Agreement, including limitation of the number of devices used by the User (PC, laptop, etc.) simultaneously.

4.8. The cost of the chargeable Services of the Website and their content may be changed by the Administrator unilaterally without special notification of the User.

4.9. By making payment for the chargeable Services of the Website the User hereby expressly consents the following conditions:

- devices which the User plans to use for watching the chargeable Content fully meet technical requirements stated in section 5 of the Agreement,

– The User consents to perform all actions necessary for gaining the access to the Services of the Website.

4.10. In case the Services of the Website are paid by the User, but not provided by the Administrator, the Administrator shall return the write-off to the User's Personal Account over User's claim sent to the e-mail address video@khl.ru.

4.11. In case the Services of the Website are paid by the User, but not provided by the Administrator, the User shall have the right to claim the refund within 30 (thirty) calendar days upon the date of payment, and Administrator shall be obliged to return the amount of money paid by the User over the User's written claim sent to the address of the Administrator's location according to the Unified State Register of Legal Entities. For the purpose of the refund the User shall keep letters and other messages sent via e-mail by the Administrator or the bank, verifying the fact of payment, until the Services of the Website use end date.

4.12. The amount of money displayed at the User's Personal Account is defined by means of using Administrator's equipment. The return of the unused balance or missent payments of the User shall be performed solely to the Users bank account on the basis of the User's original written application indicating User's credentials (E-mail and Password) and enclosing the copy of User's passport in cases when the User confirms to the Administrator of being the owner of the User's Personal Account.

5. TECHNICAL REQUIREMENTS FOR THE USE OF THE WEBSITE

5.1. To use the Website the User shall have special hardware for accessing the global Internet and the Website as well as web-interfaces interacting (hereinafter – «Access Hardware»). Access Hardware and hardware for web-interfaces interaction are understood as PCs and other devices connected to the Internet, having operational system and applications for interacting with web-pages and Internet installed.

5.2. Services of the Website are designed to operating only with the latest browser versions officially released by their developers, or with applications developed by the Administrator.

5.3. Special web-page of the Website for testing the availability of the User's access to the chargeable Content is situated at: http://video.khl.ru/browser_test.

5.4. In case the User faces any technical troubles while using the Website Parties understand and agree that before resorting to the Administrator the User shall perform all possible actions for technical troubleshooting stated at the following web-page of the Website: <http://video.khl.ru/page/help>. In case the actions offered at the relevant web-page of the Service and used by the User for technical troubleshooting are not helping, the User shall have the right to send the claim to the Administrator's e-mail site@khl.ru.

5.5. Integration of the Tools for viewing the Content (Webcaster Player)

The Users may use the Tools for viewing the Content (video-player) at other Websites. The Tools for viewing the Content are provided «as is», and in the form being available at the moment of integration without warranties, express or implied.

When using the Tools for viewing the Content at the Administrator's Website, the User shall have no right to intentional interfering into the functioning and behavior of the Tools for viewing the Content, blocking or hiding separate elements, videos and other Materials, as well as moderating the video-advertisement displaying in any way. Integration of the Tools for viewing the Content shall be used for non-commercial use only and may be blocked by the Administrator at any time and for any reason or no reason. The Administrator shall have the right to place video-advertising of the third parties prior to, during and/or upon the display of the videos within the Tools for viewing the Content without any notice.

The commercial use is understood as the following actions prohibited by the Agreement without written consent of the Administrator including, but not limited to:

- The sale of the access to the Materials or the Content in the Tools for viewing the Content at a different website;
- Placement of the Materials or the Content on the websites of betting facilities, totalizers and other gambling games;
- The use of the Tools for viewing the Content for the purposes of gaining earnings by selling advertisement or subscription;
- The creation of the website containing solely the combine Materials collection, played by means of Tools for viewing the Content and aimed for gaining earnings by selling advertisement;
- The use of the Tools for viewing the Content, which by inner conviction of the Administrator, competes with the Administrator or drives its services out;
- The sale of advertisement, including sponsor advertising, conducting any advertising actions at any website containing Tools for viewing the Content, in case the web-page of the website has any other material having sufficient value to serve as the basis for such sales and advertising actions conduct.

6. THE USE OF THE USER'S PERSONAL DATA

6.1. User's Personal Data shall be processed by the Administrator according to the Conditions of the Website use and CHL LLC Provision on Personal Data Processing as revised, revision published at the Administrator's Website .

6.2. The User shall assume liability to review documents stated in paragraph 6.1. of the Agreement and comply with their terms and conditions, which violation may cause violation of the rights of the Administrator and of the third parties .

7. LIABILITY OF THE PARTIES

7.1. Liability of the Administrator

7.1.1. The Administrator shall assume liability for maintaining the stable operation of the Services, their gradual upgrade, quickest possible error control in Services operation, however the Services shall be provided to the User “as is”. This is to say that the Administrator:

a) shall not guarantee the absence of errors during operation of the Services; shall assume no liability for their faultless operation, their compatibility to the software and hardware of the User and third parties; shall assume no liability for the loss of any Materials or infliction of any damages, occurred or may occur subsequent to or during the use of Services; shall assume no liability, related to any fouling, modifying or applying optical illusions to the images, photographs, videos and other Materials of the User, which may occur or is caused by the use of Services, even in case it results in being met with derision, scandal, denunciation or disrespect;

b) shall be not held liable for non-performance or improper performance of its obligations resulting from any failures of telecommunication and power networks, actions of malicious software, as well as unfair actions of third parties aimed at obtaining an unauthorized access and/or deactivating the Administrators’ software and/or hardware.

7.1.2. The User shall accept the fact, that the Administrator in no event shall be held liable for the content of the Materials published, shared by the User or received by the User from other Users.

7.1.3. The Administrator shall not be obliged to moderate the content of the Materials and in no event shall be held liable for their meeting the requirements of the current legislation, as well as for alleged violation of third-party rights relative to the Material publishing during/ subsequent to the use of Services.

7.2. Liability of the User

7.2.1. The User shall be held liable for submitting the valid information during Registration.

7.2.2. The User shall consent to never and in no events use the Services for:

A. Publishing, distributing, storing, transferring in any form (for example, but not limited to, in the form of text message, attached file of any format, network posting links, etc.) of the Materials which:

- 1) are inappropriate, offensive, vulgar, malicious, threatening, detractive, untruthful or pornographic;
- 2) harm the reputation of, and give offence to the rights and legitimate interests of the third parties, fuel religious, racial, ethnical and international dissention, include any kind of abuse, etc.;
- 3) violate exclusive rights for the results of intellectual activity and means of individualization (including copyright, neighboring rights, patent rights etc.) of the third parties; violate the human rights of juveniles ;
- 4) encourage interest to the distribution of drugs, arms and armaments, any form of terroristic, illegitimate or nazi activities;
- 5) contain information prohibited for disclosure (information regarded as official state secret, personal data of the third parties, information considered as confidential as per contracted or fiduciary relations of the User, etc.);
- 6) contain virus software or other computer codes, programs and files, aimed at the corruption of functioning of any computer or telecommunications equipment, their parts including servers and other components of the network infrastructure and software. Sending of malicious programs is prohibited in any form, including the form of the full computer code, its part, separate files od any formats, as well as network posting links;
- 7) contain unauthorized by the Administrator advertisement information, spam, phishing, flooding, chain letters, network marketing plans, methods of earning money online (including methods implying e-mail), information triggering “chain reaction” among the recipients and other similar information;
- 8) any other Materials, distribution, disclosure or other use of which is prohibited or limited as per legislation, contract or any other reasons.

B. Connecting and using any software for the purposes of hacking or aggregating personal data of other Users, including E-mail addresses, Passwords, etc., as well as for conveying automatic bulk mailing of any content.

C. For misinforming anyone by appropriating other’s name, e-mail address and/or password and deliberate publishing, message sending or any other unlawful use of the name appropriated, for causing deliberate damages to anyone or for any ulterior motive.

7.2.3. Joining the Agreement the User shall understand, undertake and consent with assuming full personal liability for:

- 1) the content and complying with Russian and international legislation of all Materials including all texts, programs, music, sounds, photographs, graphics, videos, etc.;
- 2) correspondance of the allowed uses of other User's Materials and other information, published at the Services of the Website to the laws and rules of Russian and international legislation (including but not limited to the laws on intellectual property and information security);
- 3) the integrity of its credentials (E-mail address and Password), as well as all actions made within its account; shall use the Services of the Website at its own risk.

7.2.4. In case the User violates any of the terms of this Agreement the Administrator reserves the right to terminate User's access to the Services of the Website (Including blocking the access to the Services of the Website from the IP-address used to register the User or to publish the most of the Materials of the User) and transfer the Materials confirming User's illegal actions to the law enforcement authorities for taking actions.

7.2.5. The User shall be liable for repaying all damages to the Administrator occurred by the Administrator relative to the User's use of the Services of the Website violating the Agreement and the rights (including copyright, patent rights, informational rights, etc.) of the third parties by the User.

7.2.6. The User shall undertake and agree, that the IP-address of the PC is recorded by the Administrator's hardware, and in case of performing illegal actions, including actions violating copyright or neighboring rights of the third parties, the owner of the PC, identified by Administrator's hardware by its IP-address, shall be held liable.

8. INTELLECTUAL PROPERTY RIGHTS

8.1. Tools for viewing the Content, Services of the Website, their separate components (including but not limited to: PC programs, databases, codes, their comprising know-how, algorithms, design elements, fonts, logos, as well as texts, graphics, audios and other materials) are the objects of the intellectual property, protected under relevant legislation, any use of which is subject to the proprietor's consent.

8.2. Unlawful use of the intellectual property objects stated in paragraph 8.1. herein entails civil, administrative and criminal liability.

8.3. The User shall have no right to perform replication or copying, distribution, modification, formatting and other processing of the Content, Services of the Website, their components, including frames and screenshots, excluding methods stated in paragraph 5.5. of this Agreement. The use of any components of the Services of the Website within any other websites, programs, search engines, other

works and objects of the neighboring rights, as well as copying and any other use with the view to profit, without settling the relative agreement with the Administrator, is prohibited.

9. FORCE MAJEURE AND EXTRAORDINARY CIRCUMSTANCES

9.1. Parties shall not be held liable for the breach of their obligations, implied upon the Agreement becoming effective, in case such violation is caused by the Force Majeure.

9.2. Force Majeure shall be regarded as extraordinary circumstances beyond Parties' reasonable control, including but not limited to the following circumstances: war or other military activities (regardless of whether the war is declared), invasion, activities of the foreign enemies, call to active duty, requisition or embargo; ionizing radiation or radioactive contamination, caused by the certain type of the radioactive fuel or nuclear waste, acquired in result of burning the nuclear fuel, toxic radioactive explosives and other hazardous behaviors of bombs or nuclear bombs or nuclear components; military coups, revolutions, revolts, military dictatorship or seizure of power, civil war; rebellions, riots, outbreaks; fires, earthquakes, floods; acts and actions of the state authorities making lawful completion of obligations as per this Agreement impossible.

10. DISPUTES SETTLEMENT AND CLAIM SATISFACTION

10.1. All disputes and claims shall be regulated as per the provisions of the Agreement, and in case of failure to regulate them — according to the procedures stated by the legislation of the Russian Federation.

10.2. Any questions, comments and other correspondence of the User shall be sent to the Administrator by the feedback form at the Website or to the following e-mail address: site@khl.ru. The Administrator shall be not liable for and guarantees no answer for requests, questions, suggestions and other information submitted by means different from the abovementioned.

10.3. All the claims occurring in terms of the Agreement shall be firstly sent by the User to the Administrator of the Services of the Website to the abovementioned e-mail. The Administrator shall assume the obligation to provide response for the User's claim within 10 (ten) business days by sending a letter describing its position to the e-mail stated in the claim. Therewith User's claims unable to be identified upon the data provided by the User during Registration (including anonymous claims), shall not be reviewed by the Administrator. In case the User disagrees with the motives, stated by the Administrator in the response to the claim, the procedure of its settlement is repeated through sending the motivated response of the User via postal services, to wit, registered letter with return receipt to the address of the Administrator's location as per the Unified State Register of Legal Entities. In the

case of impossibility for amicable claim resolution, the dispute is resolved according to the procedure, stated in the Agreement.

10.4. The User and the Administrator shall agree, that all , potential disputed occurring relative of the Agreement are resolved by the Parties according to Russian laws and regulations and are discussed at the Administrator's location.

11. SUPPLEMENTARY CONDITIONS

11.1. The Administrator retains the right to make changes to the Agreement unilaterally and without prior notification of the Users, publishing the final revision at khl.ru. The provisions of the new revision of the Agreement shall become obligatory for all registered Users of the Website.