

## **## License Agreement (Public Offer)**

Date of posting on the Site: April 22, 2022

This License Agreement (hereinafter referred to as the "Agreement") defines the rights and obligations of the Licensor and the User when using the Service.

The Agreement is addressed to an indefinite circle of persons and is a public offer.

Unconditional acceptance of the Agreement by the User is Registration and activation of the checkbox "By creating an account, you agree to the terms" located at the registration address: <https://my.radio4ne.com/?register=yes&lang=en>

### **\*\*1. Basic Definitions\*\***

1.1. Demo Access – temporary free access to the Service, providing the User with the opportunity to test the Service free of charge for a period that depends on the chosen Tariff in the Personal Account. Access is provided from the moment the procedure for choosing the Tariff is completed.

1.2. Legislation – the current legislation of the Republic of Armenia.

1.3. Identification Data – information intended for identification of the User in the process of using the Service. Login (e-mail address) and password serve as identification data.

1.4. Personal Account – a set of protected pages on the Site, created during Registration, through which the use of the Service and interaction of the parties are carried out. Access to the Personal Account is carried out by entering Identification Data.

1.5. Non-exclusive License (License) – the non-exclusive right to use the Service in the manner and by the methods specified in this Agreement for remuneration.

1.6. User – an individual or legal entity that owns a radio station and has accepted the Agreement.

1.7. Registration – the process of creating a User account in the Service by filling out the registration form and following the link sent to the e-mail address, or by authorization using social networks.

1.8. Licensor's Website (Website) – the website located on the Internet at the address <https://www.radio4ne.com>.

1.9. The "Radio4ne" Service (Service) – a software and hardware complex that provides the User with the functional capability to add a radio station to the Website and create a mobile application (hereinafter referred to as the "Application") for both personal use (listening) and use (listening) through a mobile phone and/or tablet by users of the radio station. The description of the Service functionality is available on the Website at the address <https://www.radio4ne.com>.

The Service includes the interface, Website, application, and other elements necessary for its proper functioning. All rights to the Service and the elements included in it belong to the Licensor in full.

1.10. Tariffs – a price list establishing the amount of the license fee, located on the Website at the address <https://www.radio4ne.com/en/>. The functionality available to the User depends on the selected Tariff and is indicated in the description of a specific Tariff.

## **\*\*2. Subject of the Agreement\*\***

2.1. In accordance with the terms of the Agreement, the Licensor grants the User a Non-exclusive License, under which the User has the right to use the Service by accessing it through the Website or the Application for use in accordance with the terms of the Agreement.

2.2. The Non-exclusive License is considered to be granted from the moment the procedure for choosing the Tariff is completed. The parties have agreed that the Act of providing access by the Licensor is not drawn up.

2.3. All conditions stipulated below apply both to the Service as a whole, and to all its components separately.

2.4. The territory of transferable rights is all countries of the world.

2.5. The term of the rights granted is limited for Demo Access by the term of Demo Access, and for paid functionality - by the term of the Tariff.

## **\*\*3. Procedure for granting access and restrictions on the use of the Service\*\***

3.1. Registration is carried out by the User performing the following actions:

3.2. Filling out the registration form located on the Website with the following data:

name, e-mail address, password.

3.3. Sending the registration form to the Licensor by clicking the “Register” button.

3.4. Registration is considered complete at the moment the e-mail address is confirmed by clicking the link indicated in the letter. The User is solely responsible for not confirming the e-mail address.

3.5. The User selects the Tariff by clicking the “Select” button next to the tariff plan. The procedure for choosing the Tariff is completed by selecting the payment method through authorization of the User’s bank card, the data for which the User fills in the Personal Account.

3.6. The User adds a radio station by filling out an application in the Personal Account and entering the following data:

General Information (name, website, genre, list of broadcasting countries);

Broadcasting Streams (AAC, MP3, OGG);

"Corporate Style". The User uploads the logo and other source materials and may leave requests for the design style (hereinafter referred to as "design") of the Application.

3.7. After filling out the data, the User's application goes to the "Under Development" status, the waiting time for the application to be ready is 14 (fourteen) calendar days.

3.8. When the Application is ready, the User, through the functionality of the Personal Account, approves the design of the Application within 3 calendar days from the moment the "Awaiting Confirmation" status is displayed in the Personal Account. If, within the specified period, the User does not indicate any comments on the design layout of the Application, then the design layout of the Application is considered accepted without comments and subsequent claims are not accepted. The User may contact the Licensor with a request to change the design of the Application by concluding a separate agreement.

3.9. After confirming the design layout of the Application, the status of the User's application goes to the "Preparing for Publication" status. To publish the Application, the User provides additional information indicated in the Personal Account. If the User chooses to provide access to a Service representative, then the User, in the developer account settings (Google Play / AppStore), is obliged to provide access to editing and publishing the Application. For more information, the User can contact the technical support service through the Personal Account.

3.10. Access to the Service is provided around the clock, except for cases of preventive maintenance. Until the expiration of the Demo Access period, the User has the right to delete the account in the Service and refuse to pay for the paid functionality of the Tariff, or continue using the Service in accordance with the selected Tariff, under which the license fee is debited from the authorized bank card. 3.11. The User confirms and guarantees that:

- Is the copyright holder of the materials that are specified in paragraph 3.6. of the Agreement (hereinafter referred to as "materials") for the development of the Application design.

By placing materials on the Service, the User confirms and guarantees that the materials comply with the requirements of applicable legislation, as well as the fact that the materials do not violate the rights and legitimate interests of third parties.

- Identification data is up-to-date and reliable and refers to the User.

If, during Registration, the User acts on behalf of a legal entity (individual entrepreneur), he/she has the relevant authority to accept this Agreement.

- Actions taken on behalf of a legal entity (individual entrepreneur) using Identification Data are considered to be taken directly by that entity.

3.12. If the User subsequently wishes to change the name of the organization indicated in the Personal Account, he/she is obliged to send a notification to the Licensor to the e-mail address.

3.13. When using the Service, the User is prohibited from:

3.13.1. Modifying the software included in the Service, including modifying, decompiling, disassembling, decrypting, and performing other actions with the object code of the software.

3.13.2. Using the Service in a manner not expressly provided for in the Agreement.

3.13.3. Distributing, copying, or otherwise making public the software included in the Service.

3.13.4. Attempting to bypass the technical limitations in the software included in the Service.

3.13.5. Using the Service or its parts beyond the term of the Agreement.

3.13.6. Transferring Identification Data to third parties.

3.13.7. Using (placing) materials, including those included in the composition of radio stations, containing elements that infringe on the exclusive rights of third parties.

3.13.8. The User acknowledges and agrees that the Service is not obliged to view and verify in any way the materials placed by the User on the Service, including for compliance with the Legislation, including the Legislation on copyright and related rights. The User acknowledges and agrees that the Service has the right (but not the obligation) at its discretion to refuse the User to post and/or distribute his/her radio station and materials, or to delete any materials posted by the User on the Service.

**\*\*4. Rights and Obligations of the Parties\*\***

**\*\*4.1. Licensor's Obligations:\*\***

4.1.1. Provide the User with access to the Service and its functionality.

4.1.2. Provide technical support to the User on issues related to the work with the Service, promptly eliminate malfunctions of the Service that prevent its use.

**\*\*4.2. Licensor's Rights:\*\***

4.2.1. Receive the license fee when granting access to functionality under this Agreement.

4.2.2. In case of non-compliance by the User with the obligations and/or restrictions established by this Agreement and/or the Legislation, suspend access to the Service until the violation is eliminated, notifying the User thereof. In case of failure to eliminate this

violation within 1 (one) month from the date the User received the notification, the Licensor has the right to terminate this Agreement unilaterally.

4.2.3. Suspend access to the Service in case of preventive maintenance.

4.2.4. Use the User's name, trademarks (service marks), and logos for the purpose of advertising the Licensor's services.

4.2.5. Modify or release updates to the Service's software, add new properties or functional capabilities to the software, improve its performance, or otherwise improve its characteristics, including for the purpose of meeting the requirements of the Legislation.

4.2.6. Unilaterally terminate this Agreement and/or block the User's access to the Service. The Licensor is not responsible for losses (damages) incurred by the User in connection with the termination of the Agreement and/or blocking.

**\*\*4.3. User's Obligations:\*\***

4.3.1. Provide the Licensor with complete, reliable, and up-to-date information about him/herself, maintain the relevance and completeness of this information through the Personal Account.

4.3.2. Independently prepare information about the radio station in a form ready for distribution.

4.3.3. When placing a radio station, comply with all applicable norms and requirements of the current legislation, including the Legislation on intellectual property, the Federal Law "On Protection of Competition", but not limited to the foregoing.

**\*\*4.4. User's Rights:\*\***

4.4.1. Use the Non-exclusive License in accordance with this Agreement for any purposes not prohibited by law.

4.4.2. Receive Technical Support when using the Service.

**\*\*5. License Fee\*\***

5.1. The amount of the license fee for access to the functionality is determined by the Tariff selected by the User.

5.2. Payment is made by paying an advance payment of 100% (one hundred percent) of the cost of the selected Tariff.

5.3. The parties may agree on additional services (functionality) not indicated in the Tariffs by specifying the main parameters in the invoice generated in the Service.

5.4. The license fee is indicated on the Website in US dollars. Payment of the fee is made in dollars with conversion at the official exchange rate of the Central Bank on the date of payment.

5.5. Payment is made by paying into the Licensor's account.

5.6. The User's obligation to pay is considered fulfilled at the moment the funds are credited to the Licensor's account.

5.7. The User has no right to make payments under this Agreement in favor of the Licensor from third-party accounts without obtaining prior written consent from the Licensor.

5.8. The User has the right to change the used Tariff through the Personal Account.

5.9. Expenses, including bank commission, for transferring funds by the User under this Agreement are borne by the User.

5.10. If the Tariff is paid by a third party, the Licensor is not obligated to provide the payer with a Non-exclusive License. The User undertakes to settle at his/her own expense any claims made by the payer.

#### **\*\*6. Liability of the Parties\*\***

6.1. The Service is provided to the User "as is" (as is), in accordance with the generally accepted principle in international practice. This means that the Licensor is not responsible for problems arising in the process of installing, updating, supporting, and operating the Service (including problems of compatibility with other software products (packages, drivers, etc.), inconsistency of the results of using the Service with the User's expectations, etc.).

#### **\*\*6.2. Limitation of Liability\*\***

6.2.1. The Licensor is not liable for the inability to use the Service due to reasons that depend on the User or third parties.

6.2.2. The Licensor is not liable in the event that access to the Service is restricted due to the User's lack of access to the Internet.

6.2.3. The Licensor is not responsible for the actions of the User taken using the Service, nor is he/she responsible for the failure of the User to fulfill obligations to third parties.

6.2.4. Under any circumstances, the Licensor's liability is limited to the amount of the license fee.

6.2.5. The Licensor is not responsible for the content and information posted by the User on the Website. In the event that the Licensor is sued by third parties for infringement of exclusive rights to the content and/or violation of advertising legislation with regard to information posted by the User on the Website, the User is obliged to independently resolve the stated claims, compensate for all losses caused by his/her illegal actions.

6.3. The User is solely responsible for the safety of Identification Data and for losses that may arise due to their unauthorized use.

6.4. Force majeure. Neither Party is liable for the failure to perform or improper performance of obligations under this Agreement if proper performance became impossible due to force majeure, that is, extraordinary and unavoidable circumstances under these conditions: natural disaster, war, mass riots, fire, earthquake, etc., as well as the result of decisions and actions (inaction) of government bodies, illegal actions of third parties. In the event that these circumstances do not cease for 30 (thirty) days, each Party has the right to unilaterally terminate this Agreement without compensating the other Party for losses related to the termination of this Agreement.

**\*\*7. Personal Data. Ensuring Confidentiality\*\***

7.1. The User consents to the processing by the Licensor of the User's personal data specified during Registration and use of the Service, including:

name, e-mail address.

7.2. This consent is valid for the term of the Agreement. Storage of personal data is carried out until the goals of processing are achieved, but not less than 10 years.

7.3. The User has the right to revoke his/her consent by drawing up a corresponding written document, which may be sent by the User to the Licensor by registered mail with a notification of delivery, or handed over personally to the Licensor's representative for signature.

7.4. The User acknowledges and consents that, as a result of a failure, technical malfunctions, actions of third parties, including (but not limited to) a virus or hacker attack, the User's data placed in the Service may become available to third parties. The User undertakes not to make any claims to the Licensor for compensation for losses (damages) incurred in this regard.

7.5. The User acknowledges and consents:

7.5.1. To the transfer of data for entrusting the storage of personal data on the server in the data processing center <https://my.radio4ne.com/>

7.5.2. To the use of personal and statistical data of the User to demonstrate advertising announcements.

7.5.3. To the sending of information about services, news of the Licensor to the User.

7.6. The User has the right at any time to change the data specified during Registration using the Personal Account.

7.7. Personal data entered when making payments is processed by the payment system. The Licensor is not responsible for the processing of personal data by the payment system.

**\*\*8. Term of the Agreement and Procedure for its Termination\*\***

8.1. The Agreement enters into force from the date of acceptance and is valid until termination by the Parties.

8.2. The Licensor has the right to withdraw the offer. In the event of withdrawal of the Agreement by the Licensor during its term, this Agreement is considered terminated from the moment of withdrawal. Withdrawal is carried out by posting the relevant information on the Website.

8.3. The Agreement may be terminated prematurely by deleting the User's account in the following cases:

8.3.1. By mutual agreement of the Licensor and the User.

8.3.2. At the initiative of the Licensor unilaterally out of court in the event of violation by the User of the terms of this License Agreement without returning to the latter any funds previously paid.

8.3.3. At the initiative of the Licensor unilaterally out of court in the event of violation by the User of the copyright of third parties without returning to the User any funds.

8.3.4. At the initiative of the Licensor unilaterally out of court in the event of non-use of the Service by the User for 90 (ninety) calendar days in a row.

8.4. The Licensor has the right at any time to change this Agreement unilaterally, without prior agreement with the User. All changes enter into force on the next calendar day after posting on the Website.

8.5. The User undertakes to independently monitor changes to this Agreement by periodically familiarizing him/herself with the current version, but not less than once a month. The User is solely responsible for any consequences arising from failure to familiarize him/herself with the Agreement and its appendices.

8.6. If the User disagrees with any provision of the Agreement, he/she is obliged to immediately cease using the Service.

**\*\*9. Other Conditions\*\***

9.1. The Parties have established that the deadline for responding to a pre-trial claim is 14 (fourteen) calendar days.

9.2. If it is not possible to resolve disputes and/or disagreements that have arisen between the parties through negotiations, such disputes are settled in the Arbitration Court of Yerevan or in a court of general jurisdiction at the location of the Licensor.

**\*\*10. Licensor's Details\*\***



DigiNeat LLC

Address: Armenia, Yerevan, Nzhdeh str. 17, 0006

TIN 02298665

Phone: 1-800-993-1724

Bank details:

Bank name: First Century Bank

Routing (ABA): 061120084

Account number: 4026318611899

Bank address: 1731 N Elm St Commerce, GA 30529 USA