

## TERMS OF USE MOSLIGHT LLC

BEFORE USING THE SERVICES OFFERED BY REGISTERED IN MOSCOW MOSLIGHT LLC, PLEASE READ THESE TERMS OF USE. THESE TERMS OF USE CONTAIN legal requirement that you have to perform when using the mobile app "BALLER" ("apps") AND SERVICES SITE OPTIONS content or widget OFFERED "BALLER" ("Applications").

### Acceptance of Terms.

When you register and / or use of the Service in any way, including, but not limited to visiting or browsing the Site, you agree to all terms and conditions set forth herein (hereinafter - the "Terms of Use"), which also refers [Privacy Policy](#), Regulations on Intellectual Property Rights, Terms of Use photos Conditions for institutions and License Agreement API company Moslight LLC, and all other rules, policies and procedures of use, which are periodically added to the application "Baller" by Moslight LLC and updated Moslight LLC without any notice, in accordance with conditions set forth below in the section "Changing the conditions of use." In addition, some services that are offered through the application may be subject to additional terms and conditions from time to time prescribe Moslight LLC. The use of such services shall be governed by these additional terms and conditions referred to is contained in these Terms of Use. Terms and conditions are binding on all users of the application, including, but not limited to the users to add content, information, and other materials or services in the application, the individual user of the application, institutions have access to applications and users with the page in the Appendix.

### Access:

In accordance with these Terms of Use Moslight LLC provides services that you choose, and a more detailed description of which is given in the Appendix, exclusively for your personal use and not for use by someone else and not for the benefit of another person. Services include, among other things, provided any Moslight LLC services, any proposed Moslight LLC applications or widgets that you download from a third-party app store approved Moslight LLC (such as iTunes® Store or Google Apps Marketplace), in accordance with the conditions laid down below under "Sites and services of third parties", and placing any information in this Appendix.

### Registration and eligibility.

Go to the app and view the content only after registration and use certain features of the application. In this case, you agree, represent and warrant that provided Moslight LLC registration information (including, but not including, your name ("User Name"), e-mail address and password that you use to access the Appendix) is accurate, complete and current. Failure to do so will be considered a violation of these Terms of Use, which may lead to the immediate deletion of your account in the Appendix. We recommend (but do not require) to use as the user name your real name, so you can quickly find your friends.

### Prohibited:

- create an account for another person without their permission;
- use the name of a user with the intent to impersonate that user;
- use the user name or account in the Annex, the rights to which belong to another person without the consent of that person;
- use the user name that is offensive, vulgar, obscene or illegal.

Moslight LLC reserves the right in its sole discretion to refuse to register or delete the user name. You are fully and solely responsible for actions taken on your account, and agree to maintain the privacy of your password in the Appendix. You may not use the account of other users without their express permission. You must immediately notify in writing Moslight LLC of any unauthorized use of your account or any other famous violations of security.

If you are registering on behalf of a legal entity - that you are authorized to sign on behalf of the person these Terms of Use and register to use the application. Service is not available to persons under 13 years of age. Moslight LLC may, in its sole discretion to refuse service to any person or entity and change the eligibility criteria for using the application. You represent and warrant that these Terms of Use applicable to fully comply with your laws, rules and regulations. If the use of the Annex is prohibited or these Terms of Use do not apply by virtue of these laws, regulations or rules, your right to access to the application will be canceled. In the latter case, you agree not to use the Service, and does not access the site in any way.

## Content

Solely responsible for all information publicly accessible or privately transmitted, are the person who added the information. Moslight LLC can not guarantee the authenticity of Content or information provided by users currently. You acknowledge that by accessing any information in the application, you do so at your own risk and are solely responsible for any loss or damage caused by you or another person as a result of such action. In the context of these Terms of Use, the term "Content" includes, among other things, the location information, messages, comments, information, data, text, photographs, software, scripts, graphics, and interactive features that Moslight LLC develops, produces or provides, through application . Content that users add, create, upload, provide, distribute, publish or otherwise obtained through the application, including content added to the Annex to users who connect their accounts to web sites and services of third parties, hereinafter jointly referred to as " User information " .

## Content Baller.

The application contains content provided directly by Moslight LLC or its partners. This content may be protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You must abide by all copyright notices, information and restrictions contained in the Content to which you have access to the application.

In accordance with these Terms of Use Moslight LLC provides each user of the application global, non-exclusive, non-sublicensable and transferable grants the right to use, modify and reproduce the Content solely for your personal noncommercial use. The use, reproduction, modification, distribution, or storage of any Content for any purpose other than personal and non-commercial, is prohibited without the prior written permission Moslight LLC or the copyright owner of the copyright notice appropriate content (depending on the circumstances). It is forbidden to sell, license, rent, lease, or otherwise use the Content for commercial purposes (regardless of profits) or any other way violate the rights of third parties.

## User information.

We may at its discretion use your User Information in various ways relevant to the application or activity Moslight LLC, including, inter alia, its publicly display, reformat, use for marketing, advertising and other materials, making of it derived products, promotions, distribution, as well as granting permission to other users to such actions in relation to their sites, media platforms and programs ("Information of third persons"). Placing the user information in the Appendix or elsewhere with the application, you are granting Moslight LLC a global, non-exclusive, royalty-free, fully paid, sublicensable and transferable subject to the right to use, copy, edit, modify, reproduce, distribute, prepare derivative works of, display, application or use the User Information in relation to the application and the company Moslight LLC (and its successors and assigns harmless), including, inter alia, with the aim of promoting and redistributing part or all of the applications (and derivatives) in any media formats and through any media channels (including, without limitation, sites and web feeds of third parties). You hereby also grant each user of the application (including Information of third persons) a non-exclusive right to access to the information you have provided through the User Application, as well as to use, edit, modify, reproduce, distribute, prepare

derivative works of, display, the use of such User Information in the process of using the application. For avoidance of doubt - above provided Moslight LLC license does not affect your other ownership or license rights to your user information, including the right to grant additional licenses to the material you have provided user information unless otherwise agreed with Moslight LLC in writing.

You represent and warrant that you have all rights to the provision of such a license without abuse or violation of any rights of third parties, including, without limitation, any rights of privacy, publicity rights, copyrights, under the contract, and any other rights to intellectual property and property rights.

You understand that the sole responsibility for all the information open to the public or transmitted confidentially through the application shall be the person to provide such information; In addition, Moslight LLC is not responsible for any errors or omissions in such information and can not guarantee the identity of any other users with whom you can interact with using the application.

If you delete your user information, it is also deleted from the Annex. However, you must understand that any remote user-defined information may persist in backup copies for a specified time (but after the removal is not transmitted to others) or may remain for users who have previously gained access or download this User Information.

#### Rules of Conduct

You agree not to use the application with any purpose prohibited by these Terms of Use. You are responsible for all your actions associated with the application. In addition, you must comply with all applicable local, state, national and international laws and regulations. For example, among other things, you do not have to personally (and allow any third party) (a) take any action or (b) upload, download, transmit, display or otherwise distribute or facilitate distribution of any content in applications or through it, including, inter alia, user data which:

violates patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity or violates any law or contractual obligation;  
as you know is false, misleading, untruthful or inaccurate;  
is unlawful, threatening, abusive, disturbing, defamatory, libelous, deceptive, fraudulent, aggressive to someone's privacy, abusive, obscene, vulgar, pornographic, offensive, rude, and contains or depicts a naked body, contains or depicts sexual intercourse promotes intolerance, discrimination or violence, or is otherwise unacceptable in the understanding of Moslight LLC;  
is unauthorized or unsolicited advertising, spam or mass e-mail ("spam");  
created to impersonate any other person or entity, including any employee or representative Moslight LLC;  
Moslight LLC follows a policy of "zero tolerance" for child pornography, and in the case of the publication or dissemination of such user photos, his account will be deleted, and the information will be transferred to the relevant authorities.

Prohibited (directly or indirectly):

take actions that create or may create (according Moslight LLC) unreasonable or disproportionately large load on the infrastructure Moslight LLC (or independent service providers);  
interfere with or attempt to discourage applications to function, or any transactions carried out in the Annex;  
circumvent any measures used Moslight LLC to prevent or limit access to the application (or other accounts, computer systems or networks connected to the Annex);  
use any kind of answering or "spam" in the Annex;  
use manual or automated software, devices, or other means to automatically scan the application page;

collect or borrow any Content of the Annex;  
modify, edit, assign, reproduce, distribute, translate, create derivative works from or adapted products, publicly display, republish, modify, sell, trade, or otherwise use the application (except your user information), except in cases clearly defined by Moslight LLC;  
decrypt, decompile, disassemble, reverse engineer or otherwise attempt to discover any source code, underlying ideas or algorithms of any part of the application (including, among other things, any application or widget), unless the applicable laws specifically prohibit such restriction;  
copy, borrow or rent, lease, distribute or otherwise transfer any of the rights granted by you hereunder;  
perform other actions that violate the terms and conditions of the Annex.

Moslight LLC does not warrant that any Content or User information (as defined above) will be available in the Appendix. Moslight LLC is not obliged to monitor the applications, content or user information. However Moslight LLC reserves the right to: (1) at any time in its sole discretion to remove, edit or modify any Content, including, without limitation, any user information, without notice, for any reason (including upon receipt of claims or complaints from third parties or authorities with respect to such Content or if Moslight LLC believes that you have violated these Terms of Use), or without any reason and (2) to remove or block any user information in the Appendix. Moslight LLC also reserves the right to access, read, preserve, and disclose any information if Moslight LLC reasonably believes that it is necessary to (1) comply with any applicable law, regulation, legal process or governmental authority; (2) enforce these Terms of Use, including investigation of potential violations; (3) detect, prevent, or otherwise take action with respect to fraud, technical problems or safety issues; (4) response to user requests for technical support, or (5) protect the rights, property or safety Moslight LLC, users and the public.

#### Release from liability

You agree to defend, indemnify and Moslight LLC, its affiliates and all employees, contractors, directors, suppliers and representatives Moslight LLC and its affiliates from liability (with appropriate reparation) in connection with the following: damages, lawsuits, claims, damages, costs ( including reasonable attorneys' fees) or liabilities arising out of or resulting from the use or misuse of, or access to applications or for any other reason related to the user information in connection with any violation of these Terms of Use or your violation of any or using your account third party intellectual property rights or other rights of any person or entity (except when a court of competent jurisdiction finds that the relevant claim has arisen as a result of acts or omissions Moslight LLC). Moslight LLC reserves the right to assume the exclusive defense and control of any case in which you are obliged to exempt from liability Foursquare or reimburse her losses, and you have to help and assist Foursquare to use for this purpose all available remedies.

#### Limitation of liability

ALL RESPONSIBILITY MOSLIGHT LLC and its directors, employees, agents, representatives, suppliers, partners and content providers, ARISING FROM ANY CAUSE FOR ANY DAMAGES RESULTING FROM YOUR USE OF THE APPLICATION OR USER INFORMATION EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT when the competent court decides that the responsibility MOSLIGHT LLC, ITS DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS (depending on the circumstances).

#### Applicable law.

The printed version of these Terms of Use and of any notice provided in electronic form is admissible in judicial proceedings or administrative proceedings relating to these Terms of Use, to the same extent and under the same conditions as other official documents and records originally compiled in printed form.

These Terms are governed by and construed in accordance with the legislation of the Russian Federation. Issues not regulated by the Rules shall be settled in accordance with the legislation of the Russian Federation.

In the event of any dispute or disagreement related to the execution of these Rules, the User and Site Administration will make every effort to resolve them through negotiations between them. If disputes can not be settled by negotiation, shall be resolved in accordance with the applicable legislation of the Russian Federation.

#### Changes to the Terms of Use

Moslight LLC reserves the right in its sole discretion to modify or replace any of these Terms of Use, or change, suspend or terminate the applications at any time by posting a notification giving it to you via the app or via email. Moslight LLC also have the right to set limits on certain features and services or restrict your access to parts or all applications without notice and any liability on its part. You should periodically review these Terms of Use periodically for changes. If you continue to use the application after the announcement of changes to these Terms of Use, which means your acceptance of those changes.

#### Other terms and conditions.

Moslight LLC is not responsible for any failure to comply with its obligations under these terms of use, if such failure was due to circumstances beyond the control of Moslight LLC, including, without limitation, mechanical failure, the output of the electronic equipment malfunction or failure or degradation ( including noise on a transmission line) communication system. These Terms of Use are individual and are not transferable, transferred or sublicensed by you without the prior written consent of Moslight LLC. Moslight LLC has the right to assign, transfer or delegate any of its rights and obligations without consent from any side. These Terms of Use are not intended to create any agency, partnership, joint venture or employment relationship, and neither party has no authority to impose any obligation on the other side.

#### Language versions.

In the event of you by MoslightLLC translation of the English version of these terms of use you agree that the translation is provided for your convenience and your relationship with MoslightLLC governed by the English language version of these terms.

In case of discrepancies between the English language version of these terms and conditions of use and their translation shall prevail English language version.

#### Our contacts:

Contact MoslightLLC at the following address: 141700, Moscow Region, Dolgoprudny, Likhachevsky highway, 14, building 1.

Effective Date: 02/18/2015