

uBook PORTAL USER AGREEMENT

The Subscriber has the right to refuse the Service at any time at his own discretion by sending an SMS message "STOP" to the short number 9828.

1. TERMS AND DEFINITIONS

1.1. Operator or Ucom - Ucom CJSC, a legal entity operating on the basis of an appropriate license to provide telecommunications services, a cellular mobile telecommunications operator in the territory of Armenia.

1.2. Subscriber is an individual or legal entity or individual entrepreneur, a consumer of the Operator's telecommunications services, who is a user of the content provided by the Content Provider at <http://ubook.ucom.am>.

1.3. "uBook" is an automatically renewable subscription service for Content Services, within which subscribers are provided with access to the Media Content of the Information Complex in the form of videos, developed by the Content Provider, subject to payment for using the service on a daily basis.

1.4. Content service is a communication service available within the uBook service, which consists of providing the Subscriber, upon request, with access to Media Content from the Information Complex using the Operator's equipment and communication channels.

1.5. Information complex - a list of software, software and hardware owned by the Content Provider, through which access to Content services is provided.

1.6. Content - visual works available on the website <http://ubook.ucom.am> at any time via the Internet.

1.7. Subscription to Content – conditions for the Operator to provide Content services to the Subscriber, who, by performing conclusive actions, accepts the Operator's Offer, which provides for unlimited, continuous and automatic access for a fee to Media Content from the Information Complex for a certain period of time. At the end of each term for the provision of Content services under the terms of a Subscription to Content, the provision of Content services under the terms of a Subscription to Content is automatically renewed for a new similar or different period until the Subscriber refuses the Content under the conditions defined by these rules.

1.8. Personal account is an analytical account used to record the volume of Services provided under the Agreement, record the receipt and expenditure of funds contributed as payment for Services and (or) Subscriber Equipment, as well as record other obligations.

1.9. Content Provider is a partner of the Operator (Olive Telecom LLC), which is the Copyright Holder of copyright and related rights to Content within the uBook portal.

1.10. The use of the “uBook” Service is carried out on the basis of an agreement between the Subscriber and Ucom, part of which is the Procedure for the provision of communication services of Ucom CJSC, and these Rules for the provision of service (collectively referred to as the “Terms”), as well as

“General terms and conditions for the provision of electronic communications services and other related services” of the Operator.

1.11. The portal is located at <http://ubook.ucom.am>.

2. SERVICE DESCRIPTION AND ACCESS

2.1. The access service allows the Subscriber to access software products posted on the Portal <http://ubook.ucom.am>. By connecting to the Service, the Subscriber thereby confirms that he is already 18 years old and accepts this User Agreement for the provision of the Access Service, and also that he confirms that he has read and agreed with the Rules for the provision of the Access Service.

2.2. Acceptance (by performing the actions specified below) of this Offer means the Subscriber’s consent to receive the Access Service.

2.2.1. The number is determined automatically after initializing a request to activate the Service by clicking on the “Watch”, “Listen”, “Download” or “Subscribe” button.

2.2.2. By clicking on the “Watch”, “Listen”, “Download” or “Subscribe” button, the Subscriber agrees to the transfer of his subscriber number to the Content Provider for activation and provision of the Service <http://ubook.ucom.am>.

2.3. If you subscribe to the Service using a Wi-Fi device, additional confirmation of your phone number is required.

2.4. By accepting these Terms, the Subscriber agrees that, within the framework of these Terms, the Operator may use other (additional) methods (take steps) to activate the Service to personalize the Subscriber.

3. COST AND CALCULATIONS OF THE SERVICE, PAYMENT PROCEDURE AND TERMS OF SERVICE

3.1. The cost of the Access Service is charged to the Subscriber at the time of acceptance of this User Agreement for the provision of Access Services to the uBook portal and subsequently the Internet Traffic used by the Subscriber when viewing/downloading Content on the portal is paid separately, according to the Subscriber’s tariff plan.

3.2. Access to the Service is provided on a subscription basis.

- 3.3. When activating the Service for the first time, Subscribers are provided with a trial use period of 1 (one) calendar day from the moment of its connection for the first time.
- 3.4. For subscribers with a sufficient personal account balance, the subscription cost is 99 drams (including VAT) per 1 calendar day.
- 3.5. If the Subscriber has not disabled the Service, if there are sufficient funds in the Subscriber's Personal Account to pay for the Services, the Service is automatically extended for a new similar period, until the Subscriber cancels it in the manner prescribed by these rules.
- 3.6. When connecting to the Service, the Subscriber will be sent an SMS message from the number 9828, notifying about the subscription and debiting of funds (only when the amount is debited from the Personal Account for the first time).
- 3.7. Information about the status of subscription to Content is also available on the "Profile" tab on the website <http://ubook.ucom.am>.
- 3.8. If, at the time of attempting to renew the Service, there are not enough funds to pay for the Service in full, the Services are not activated/renewed.
- 3.9. Repeated attempts to renew Content services under the terms of a Content subscription occur within 30 (thirty) calendar days. After 30 (thirty) calendar days, if the Subscriber's Personal Account has not received funds in an amount sufficient to pay the cost of the Services, the subscription will be deactivated. To resume it, you need to activate it again.
- 3.10. If there are sufficient funds for payment, the subscription to the Service will be renewed and the funds will be debited from the account.
- 3.11. If the subscription is deactivated, access to the Media Content is blocked after the subscription period expires. Access is resumed from the moment the subscription is reactivated.
- 3.12. When using the Service, Internet traffic is paid by the Subscriber according to the tariff plan.
- 3.13. To renew the subscription to the Additional Service, the Subscriber will need to reconnect it.
- 3.14. To cancel the Service, the Subscriber must send the SMS message "STOP" to the short number 9828.
- 3.15. For subscribers in roaming, SMS and Internet traffic within the Service are charged in accordance with the current price list of tariffs for Ucom International Roaming Services.

3.16. When using the service, the Subscriber agrees to receive free information messages with service news from the technological number 98281, as well as other information messages received through the portal and other means.

4. TERMS OF PROVIDING CONTENT ON THE uBook PORTAL

4.1. The Subscriber has the right to use the content obtained through the Access Service only for personal purposes and not to use it for distribution by selling or otherwise alienating the content to third parties.

4.2. The uBook portal belongs to OliveTelecom LLC, which may establish rules, restrictions and other requirements regarding the use of content located on this information resource. Olive Telecom LLC is responsible for the content of the information resource (uBook portal).

4.3. Subscriber hereby acknowledges and agrees that upon subscription to the Service, all fees and charges are due and payable, regardless of whether Subscriber's mobile equipment meets any compatibility criteria upon subscription.

4.4. The Operator is not responsible for any form of advertising and/or the content of banner advertising, pop-ups and any other advertising formats presented on the website and application. Responsibility for such content lies solely with the advertiser or its legal representatives.

5. LIMITATION OF LIABILITY

5.1. The Subscriber acknowledges and agrees that the use of the Media Content is at the Subscriber's own risk and that the Media Content is provided on an "as is" and "as available" basis. The Operator, while providing access to Media Content, is not responsible for its availability, content and functioning.

5.2. The Subscriber agrees to use Media Content downloaded or otherwise acquired as a result of using the service at his own discretion and at his own risk and the Operator is not responsible for damage to the Subscriber's mobile device or other device or loss of data as a result of such use.

5.3. To the fullest extent permitted by applicable law, Ucom makes no warranties or conditions, express or implied, including, but not limited to, implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement of intellectual property rights, with respect to any Media Content uploaded or otherwise obtained through <http://ubook.ucom.am>. The subscriber accepts this condition and unconditionally agrees with it.

5.4. The Subscriber understands and agrees that Ucom does not bear any responsibility to him (including within the framework of contractual obligations) for direct, indirect, incidental, special, consequential or punitive damages that it may suffer as a result of the use of Media Content downloaded through it, including loss of data, regardless of whether Ucom had any knowledge of the possibility of such damage.

5.5. The Operator is not responsible in cases of problems/errors in the software and/or hardware systems of the Subscriber's mobile equipment and browser, as a result of which the Service is stopped, limited, the Services are not provided and/or are not provided properly.

5.6 The Operator is not responsible in case(s) of damage to the Subscriber due to SPAM, hacker activity, or transmission of viruses.

5.7 The Operator is not responsible for damage caused to the Subscriber due to violation of data and information security requirements through the Subscriber's fault.

5.8 The Operator is not responsible in case of interruptions, problems or malfunctions caused by software updates, updates, extensions of mobile equipment and the Subscriber's browser.

5.9 The Operator does not control the information transmitted through the Services, Media content and is not responsible for the accuracy of the information received and the content received by the Subscriber.

6. IMPACT OF FORCE MAJEURE (FORCE MAJEURE)

6.1 If force majeure circumstances occur that prevent the full or partial fulfillment of their obligations under these Terms, namely: fire, natural disasters, war, prohibition or restriction of the activities of the Parties by government authorities or other similar circumstances, the deadlines for fulfilling obligations under these Terms are postponed proportionately the time during which such circumstances apply.

7. GENERAL LEGAL TERMS

7.1. These Terms constitute the entire legal agreement between the Subscriber and Ucom and govern the Subscriber's use of Ucom mobile applications.

7.2. Ucom has the right to notify of termination or change of these Terms by publishing relevant information on the website <http://ubook.ucom.am> or www.ucom.am. The terms and conditions are deemed to be canceled or modified from the date specified in the notice.

7.3. The Subscriber acknowledges that if Ucom does not exercise and use its legal rights or remedies vested in these Terms (or any applicable law), this does not constitute a formal waiver by Ucom of its rights, and these rights and remedies remain at the disposal of Ucom.

7.4. If a court having jurisdiction to rule on the matter finds that any provision of these Terms is invalid, such provision will be deleted from these Terms without affecting the remaining provisions of these Terms. The remaining provisions of these Terms will remain valid and enforceable.

7.5. Neither the Subscriber nor Ucom may transfer or assign the rights provided by these Terms without the prior written consent of the other party. Neither the Subscriber nor Ucom may delegate its responsibilities or obligations under these Terms without the prior written consent of the other party.

7.6. The Operator is not responsible for any disputes or disagreements between the Subscriber and any third party in connection with the use of the Service. The Subscriber assumes all risks associated with interaction with these third parties, and releases the Operator and its suppliers from all claims, demands and damages in connection with these disputes.

7.7. Legal relations arising between the Parties within the framework of these Terms are governed by the current legislation of the Republic of Armenia. Within the framework of these Terms, disputes and disagreements between the Parties are resolved in accordance with the judicial procedure established by the legislation of the Republic of Armenia.

8. CONTACT INFORMATION

If you have any additional questions regarding the provision of the Service, please write to Operator@olivetel.ru .