

HYBRIDA Marketplace Terms of Use

Last Updated: *Effective starting: July 30, 2015*

Welcome to the HYBRIDA Marketplace (the "**HYBRIDA Marketplace**"), an online marketplace for on-demand applications and downloadable software applications ("**Marketplace Products**") that interoperate with applicable HYBRIDA Products (as defined below). By visiting the HYBRIDA Marketplace website, you agree that your visiting and use of the HYBRIDA Marketplace website is governed by the legally binding terms and conditions described in these HYBRIDA Marketplace Terms of Use ("**Terms of Use**"), which you acknowledge represents an agreement between you and ENTERTAINMENT COMMUNICATIONS Ltd., a company incorporated under the laws of Bulgaria with Identification number: 130523573, VAT Identification number: BG130523573 and having its registered office at 20-28, Kozloduy str, 1202 Sofia, Bulgaria ("**HYBRIDA**"). If you are agreeing to these Terms of Use on behalf of a company or other organization, you represent that you have the authority to bind that company or organization to these Terms of Use, and the terms "**you**" and "**your**" will refer to that company or organization. If you do not have that authority, or if you do not agree with these Terms of Use, you may not use and you must leave the HYBRIDA Marketplace.

IF YOU USE THE HYBRIDA MARKETPLACE, INCLUDING ANY ASSOCIATED MARKETPLACE PRODUCTS, YOU WILL BE BOUND BY THESE TERMS OF USE.

1. The HYBRIDA Marketplace

In the HYBRIDA Marketplace, you can access, browse, purchase and/or download Marketplace Products. Marketplace Products include any software, content, services, technology, data and other digital materials included in or made available through a Marketplace Product that you download or use via the HYBRIDA Marketplace (including after you download it). Marketplace Products also include any updates, upgrades and other changes thereto and versions thereof that you later use or download from the HYBRIDA Marketplace. HYBRIDA may make some

Marketplace Products available via the HYBRIDA Marketplace at no charge and others for a price. Most of the Marketplace Products made available on the HYBRIDA Marketplace are provided and licensed to you HYBRIDA and by third parties, as described in these Terms of Use.

2. Using and Downloading Marketplace Products

a. **General.** After you order a Marketplace Product and pay any corresponding fees to HYBRIDA (or to the Publisher in the case of Non-HYBRIDA Paid Products, as described in Section 2(c) below), you may use and/or download the Marketplace Product for your use on a device on which you have installed (or otherwise access) an HYBRIDA product with which the Marketplace Product is designed to interoperate (an "**HYBRIDA Product**"). Marketplace Products can be used only on devices that also have an HYBRIDA Product installed (or through which an HYBRIDA Product is otherwise accessed) and meet certain other technical requirements described in our Marketplace Guidelines (<http://hybrida.tv/wp-content/uploads/2017/10/HYBRIDA-Marketplace-Terms-of-Use.pdf>), as amended from time to time by HYBRIDA.

b. **Evaluation of Marketplace products.** HYBRIDA may offer free evaluation and/or other limited versions of Marketplace Products so you can preview Marketplace Products before you purchase the full version ("**Evaluation Marketplace Products**"). If the Marketplace Product is only provided for evaluation purposes, your rights are limited to an evaluation license which permits you to use, download, install, and/or operate the Evaluation Marketplace Product for a limited period of time ("**Evaluation Period**"), and it will only be accessible by a limited number of temporary users, in each case as determined by HYBRIDA. On the expiry of the Evaluation Period, the Evaluation Marketplace Product will cease to function and you will remove and delete all copies of such Marketplace Product in your possession or control.

c. **Special Terms for Free or Non-HYBRIDA Marketplace Paid Products.** You acknowledge that the HYBRIDA Marketplace includes listings for Marketplace Products that are

either (i) free of charge or (ii) where the fees are paid directly to the Publisher (defined below) rather than to HYBRIDA through the HYBRIDA Marketplace (together (i) and (ii) are referred to herein as the, "**Non-HYBRIDA Paid Products**"). Notwithstanding anything to the contrary in these Terms of Use, and without limiting Section 3(e) Disclaimers) below, you acknowledge and agree that

(1) you must use your own discretion when you obtain Non-HYBRIDA Paid Products through the HYBRIDA Marketplace or go to Publisher or other third party websites, and you should read the terms and conditions and privacy policies of these Publishers and

(2) HYBRIDA does not own or control any of these websites or the Non-HYBRIDA Paid Products, and you will not hold us responsible or liable for any such website (including its content, terms and conditions, privacy policy, or anything else) or the Non-HYBRIDA Paid Products, under any circumstances. For clarity, subject to the foregoing, all Non-HYBRIDA Paid Products are still "**Marketplace Products**" for purposes of these Terms of Use.

3. Use of and Restrictions on Marketplace Products.

a. **Separate Licenses to Use Marketplace Products.** Your use of a Marketplace Product (including Non-HYBRIDA Paid Products) will be governed by the terms and conditions of an end user license agreement between you and the publisher ("**Publisher**") of the Marketplace Product (a "**EULA**"). In the event HYBRIDA is the Publisher of a Marketplace Product, then such Marketplace Product will be governed by the terms and conditions of HYBRIDA's End User Agreement located at <http://hybrida.tv/wp-content/uploads/2017/10/HYBRIDA-Customer-Agreement.pdf> (the "**HYBRIDA EULA**"). With respect to all Marketplace Products (other than the Non-HYBRIDA Paid Products), the EULA for a Marketplace Product includes the terms set forth below (the "**Standard EULA**") and any additional end user license terms included in or with the Marketplace Product (the "**Publisher EULA**"). If there is a conflict between the Standard EULA and the Publisher EULA, the Standard EULA will control (but, for clarity, the HYBRIDA EULA, and not the Standard EULA, will apply to all Marketplace

Products published by HYBRIDA). The Publisher has the right to enforce the EULA against you. If you do not want to comply with the EULA for a Marketplace Product, you must not use that Marketplace Product. HYBRIDA is not a party to the EULA for any Marketplace Product (unless HYBRIDA is the Publisher of that Marketplace Product). The Standard EULA includes the following end user license terms, and if the Marketplace Product does not include a Publisher EULA, these terms will constitute the entire EULA between you and the Publisher:

Standard EULA

(i) The Publisher is the licensor of the Marketplace Product and HYBRIDA is not a party to the Publisher EULA or this Standard EULA, as applicable.

(ii) If the Marketplace Product does not include a Publisher EULA that specifies Marketplace Product license rights, Publisher grants you a limited, worldwide, non-exclusive, non-transferable and non-sublicensable license to download and use the Marketplace Product only on hardware systems owned, leased or controlled by you.

(iii)

(iv) Licenses granted by Publisher are granted subject to the condition that you must ensure the maximum number of Authorized Users that are able to access and use the Marketplace Product concurrently is equal to the number of User Licenses for which the necessary fees have been paid to HYBRIDA and/or its authorized partners (each, an "**HYBRIDA Expert**"). You may purchase additional User Licenses at any time on payment of the appropriate fees to HYBRIDA or an HYBRIDA Expert. "**User License**" means a license granted under this EULA to you to permit an Authorized User to use the Marketplace Product. The number of User Licenses granted to you is dependent on the fees paid by you. "**Authorized User**" means a person who accesses and uses a Marketplace Product under the EULA and for which the necessary fees have been paid to HYBRIDA and/or an HYBRIDA Expert.

(v) Any information that Publisher collects from you or your device will be subject to any Publisher EULA, privacy notice, or similar terms that the Publisher provides to you, and will not be subject to the HYBRIDA Privacy Policy (unless HYBRIDA is the Publisher).

(vi) You may not modify, reverse engineer, decompile or disassemble the Marketplace Product in whole or in part, or create any derivative works from or sublicense any rights in the Marketplace Product, unless otherwise expressly authorized in writing by Publisher.

(vii)

(viii) The Marketplace Product is protected by copyright and other intellectual property laws and treaties. Unless otherwise expressly stated in the Publisher EULA, Publisher or its licensors own all title, copyright and other intellectual property rights in the Marketplace Product, and the Marketplace Product is licensed to you directly by the Publisher, not sold.

End of Standard EULA

b. **Information Provided by HYBRIDA to Publisher.** You hereby explicitly acknowledge and authorize HYBRIDA to, in connection with your purchase of one or more Marketplace Product(s), provide the Publisher with the information provided by you in completing the purchase (including without limitation, your name, company name (if any), addresses (including e-mail address) and phone number).

c. **Consent to Use Data.** You agree that Publisher and HYBRIDA (if HYBRIDA is not the Publisher) may collect and use technical data and related information, including without limitation, technical information relating to your device, system, Marketplace Product, that is gathered periodically to facilitate the provision of software updates, product support, marketing efforts and other services to you related to the Marketplace Product. Publisher and HYBRIDA (if HYBRIDA is not the Publisher) may use this information, as long as it is in a form

that does not personally identify you, to improve its products or to provide services or technology to you (including with respect to HYBRIDA, the HYBRIDA Marketplace and HYBRIDA Products).

d. **Publisher Access to Your Data.** If you evaluate and/or install Marketplace Products of which HYBRIDA is not the Publisher (all Marketplace Products for which HYBRIDA is the Publisher are found at <http://hybrida.tv/wp-content/uploads/2017/10/HYBRIDA-Marketplace-Terms-of-Use.pdf> and <http://hybrida.tv/wp-content/uploads/2017/10/Reporting-Copyright-and-Trademark-Violations.pdf>, those applications may transmit your data outside of HYBRIDA's systems during normal use, and the Publishers of those Marketplace Products may be able to obtain access to your data in HYBRIDA Products through the applicable HYBRIDA Product's application programming interface (API). Such access may result in the disclosure, modification or deletion of your data by those Publishers or their Marketplace Products. Further, the Publisher and its agents and partners may collect and use data pertaining to your configuration and/or use of the Marketplace Product(s). HYBRIDA is not responsible for any transmission, collection, disclosure, modification, use or deletion of your data, as described in this paragraph, by or through Marketplace Products or their Publishers. Any information HYBRIDA receives is subject to the HYBRIDA Privacy Policy located at <http://hybrida.tv/wp-content/uploads/2017/10/Privacy-Policy.pdf>. Publisher has agreed to handle your data in accordance with

- (i) all applicable laws; and
- (ii) privacy and security measures reasonably adequate to preserve your data's confidentiality and security.

e. **Disclaimer.** A significant portion of the Marketplace Products in the HYBRIDA Marketplace are provided by parties other than HYBRIDA. The third-party content included in the Marketplace Products is the sole responsibility of the Publisher of that content. HYBRIDA is not responsible for any third-party content, whether or not it reviewed or moderated such content. You agree that you bear all risks associated with using or relying on Marketplace Products from the HYBRIDA Marketplace. HYBRIDA does not in any way warrant the

accuracy, reliability, security, completeness, usefulness, non-infringement, or quality of any Marketplace Products (including without limitation any applications or content contained therein), regardless of who originated that content (including HYBRIDA's employees, partners, affiliates or moderators), and even if a Marketplace Product complies with the Marketplace Guidelines. HYBRIDA hereby disclaim all warranties, including but not limited to any implied warranties of title, non-infringement, merchantability or fitness for a particular purpose, relating to such Marketplace Products. HYBRIDA shall not be liable or responsible in any way for any losses or damage of any kind, including lost profits or other indirect or consequential damages, relating to your use of or reliance upon any Marketplace Products in the HYBRIDA Marketplace.

f. **Indemnification.** You agree to indemnify and hold HYBRIDA and its subsidiaries, affiliates, officers, agents, and employees harmless from any claims by third parties, and any related damages, losses or costs (including reasonable attorney fees and costs), arising out of content you submit to or publish on the HYBRIDA Marketplace, your use of the HYBRIDA Marketplace or any Marketplace Products, your violation of these Terms of Use or the EULA, or your violation of any rights of a third party.

g. **Compliance with Law and Reservation of Rights.** You will use the HYBRIDA Marketplace and Marketplace Products in compliance with all applicable laws. Except for the rights explicitly granted to you in these Terms of Use and in the EULA for each Marketplace Product, all right, title and interest in the HYBRIDA Marketplace and the Marketplace Products are reserved and retained by their respective providers, publishers and rights holders. You do not acquire any ownership rights in the HYBRIDA Marketplace or the Marketplace Products as a result of downloading, installing or using the HYBRIDA Marketplace or the Marketplace Products.

h. **Support and Maintenance of Marketplace Products.** Any support and maintenance of the Marketplace Products shall be provided by the Publisher and only to the extent described in the EULA. You agree and acknowledge that HYBRIDA has no

responsibility for providing such support and maintenance, except when HYBRIDA is the Publisher of such Marketplace Product, in which case such support and maintenance shall be as described in the HYBRIDA EUA. Failure of Publisher to provide support and maintenance will not entitle you to any refund of fees from HYBRIDA in connection with obtaining the applicable Marketplace Product and/or support and maintenance.

i. **Sales Contract.** You agree and acknowledge that HYBRIDA is the reseller of the Marketplace Product, you are purchasing the Marketplace Product from HYBRIDA and you are required to make the related payments directly to HYBRIDA. The sales contract between you and HYBRIDA includes these Terms of Use and the applicable invoice provided to you by HYBRIDA. Notwithstanding the foregoing, the license to the Marketplace Product is provided directly to you by the Publisher as described in the Standard EULA and Publisher EULA, as applicable.

4. Reviews of Marketplace Products

The HYBRIDA Marketplace allows you to post reviews of Marketplace Products you have used, and to post comments on such reviews. Such reviews and comments will be posted under your name as submitted to the applicable HYBRIDA.com web pages. If you do not want your name to appear with any reviews or comments, do not post any reviews or comments on the HYBRIDA Marketplace. To be useful to other users, those reviews and comments you post must be made in good faith after reasonable evaluation of the full application. Therefore:

- You may post only one review per application, unless the later review reflects a good-faith rating change based on further evaluation.
- If you post a review of, or comment on, a Marketplace Product for which you are the Publisher, you must disclose your affiliation.
- If you post a review of, or comment on, a competitor's Marketplace Product, you must disclose your affiliation.

HYBRIDA reserves the right, in its sole discretion and for any reason at any time, to remove or edit any review or comment on the HYBRIDA Marketplace. Content unrelated to a review or comment of the relevant Marketplace Product – for example, discussing HYBRIDA’s employees, business or stock, or those of other companies, or unrelated products or services – is prohibited. In addition, reviews and comments may not contain content that:

- is harmful, threatening, abusive, insulting, harassing, defamatory, libelous, profane, sexually explicit, obscene, or otherwise offensive or objectionable;
- is false, fraudulent or misleading;
- violates applicable law, including any privacy, intellectual property or other rights of a third party, or suggests or encourages unlawful activity;
- constitutes advertising or any other form of commercial solicitation; or
- impersonates any other person or entity, including any of HYBRIDA’s employees.

5. General

a. **Compliance with Export Laws and Regulations.** You may not use or otherwise export or re-export the Marketplace Products except as authorized by Republic of Bulgaria law and the laws of the jurisdiction in which the Licensed Application was obtained. In particular, but without limitation, the Marketplace Products may not be exported or re-exported (i) into any Republic of Bulgaria embargoed countries or (ii) to anyone on the Republic of Bulgaria Treasury Department’s list of Specially Designated Nationals or the Republic of Bulgaria Department of Commerce Denied Person’s List or Entity List. By using the Marketplace Product, you represent and warrant that you are not located in any such country or on any such list.

b. **Republic of Bulgaria Government Users.** If you are a Republic of Bulgaria Government end user, the Marketplace Products are the same as the rights the Publisher customarily grant to others under the EULA.

c. **Termination; Amendments.** Your rights under these Terms of Use will automatically terminate without notice from HYBRIDA if you fail to comply with any of its terms. In case of such termination, you must cease all use of the HYBRIDA Marketplace and the Marketplace Products, and HYBRIDA may immediately revoke your access to the HYBRIDA Marketplace without notice to you and without refund of any purchases. Our failure to insist upon or enforce your strict compliance with these Terms of Use will not constitute a waiver of any of HYBRIDA's rights. HYBRIDA may amend any of these Terms of Use terms at its sole discretion by posting the revised terms on the HYBRIDA.com website. Your continued use of the HYBRIDA Marketplace or the Marketplace Products after the effective date of the revised Terms of Use constitutes your acceptance of such revised terms.

d. **Damages Cap.** Without limiting the Disclaimer in Section 3.e. or any other Disclaimer of Warranties and/or Limitation of Liability in the EULA:

(i) in no event shall HYBRIDA or its agents, its software licensors' total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) arising out of or related to your use or inability to use the HYBRIDA Marketplace or any Marketplace Products exceed the amount of fifty euro ; and

(ii) in no event shall HYBRIDA's total liability to you for all damages arising from your use of the HYBRIDA Marketplace, the Marketplace Products, or information, materials or products included on or otherwise made available to you through the HYBRIDA Marketplace exceed the amount you paid to HYBRIDA to purchase the Marketplace Product related to your claim for damages. These limitations will apply to you even if the remedies fail of their essential purpose.

e. **DMCA Process.** If you believe that any content in the HYBRIDA Marketplace violates your copyright, please notify

HYBRIDA's copyright agent in writing. The contact information for HYBRIDA's office is at the bottom of this section. HYBRIDA cannot take action unless you give us all the required information. In order for HYBRIDA to take action, you must do the following in your notice:

- (i) provide your physical or electronic signature;
- (ii) identify the copyrighted work that you believe is being infringed;
- (iii) identify the item that you thinks is infringing and include sufficient information about where the material is located (including which website) so that HYBRIDA can find it;
- (iv) provide HYBRIDA with a way to contact you (such as address, telephone number, or email);
- (v) provide a statement that you believe in good faith that the item identified as infringing is not authorized by the copyright owner, its agent, or the law to be used by HYBRIDA; and
- (vi) provide a statement that the information you provide in the notice is accurate, and that (under penalty of perjury), you are authorized to act on behalf of the copyright owner whose work is being infringed.

Here is the contact information for HYBRIDA's office:

Copyright Enforcement
HYBRIDA Pty Ltd
E-Mail: office@hybrida.tv

f. **Contact Information.** For communications concerning these Terms of Use (other than DMCA notices, which you must send in accordance with the procedures above), please write to office@hybrida.tv.

g. **Assignment.** You may not assign or transfer the agreement formed by your agreeing to these Terms of Use. HYBRIDA may freely assign, transfer, and delegate its rights and obligations under these Terms of Use. You acknowledge and agree that HYBRIDA's affiliates, contractors and service providers may exercise all rights of HYBRIDA under these Terms of Use.