

TERMS OF SERVICE

Please read these Terms of Service (the “Agreement”) carefully. Your use of the Platform (as defined below) constitutes your consent to this Agreement.

This Agreement is between you and ISM Inc. (“Company” or “we” or “us”) concerning your use of (including any access to) the ISM Inc. site currently located at <https://istories.media/en/> (together with any materials and services available therein, and successor site(s) thereto, the “Site”), and any mobile application we make available that links to this Agreement (together with any materials and services available therein, and successor app(s) thereto, the “App”). The Site and the App are collectively called the “Platform.” This Agreement hereby incorporates by this reference any additional terms and conditions posted by Company through the Platform or otherwise made available to you by Company

By using the Platform, you affirm that you are of legal age to enter into this Agreement.

1.Changes. We may change this Agreement from time to time by notifying you of such changes by any reasonable means, including by posting a revised Agreement through the Platform. Any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised Agreement incorporating such changes, or if we otherwise notified you of such changes.

Your use of the Platform following any changes to this Agreement will constitute your acceptance of such changes. The “Last Updated” legend above indicates when this Agreement was last changed. We may, at any time and without liability, modify or discontinue all or part of the Platform (including access to the Platform via any third-party links); charge, modify or waive any fees required to use the Platform; or offer opportunities to some or all Platform users.

2.Information Submitted Through the Platform. Your submission of information through the Platform is governed by Company’s Privacy Policy, located at: <https://static.istories.media/public/privacy-en.pdf> (the “Privacy Policy”). You represent and warrant that any information you provide in connection with the Platform is and will remain accurate and complete, and that you will maintain and update such information as needed.

3.Jurisdictional Issues. The Platform is controlled or operated (or both) from the United States and is not intended to subject Company to any non-U.S. jurisdiction or law. The Platform may not be appropriate or available for use in some non-U.S. jurisdictions. Any use of the Platform is at your own risk, and you must comply with all applicable laws, rules and regulations in doing so. We may limit the Platform’s availability at any time, in whole or in part, to any person, geographic area or jurisdiction that we choose.

4.Rules of Conduct. In connection with the Platform, you must not:

- Post, transmit or otherwise make available through or in connection with the Platform any materials that are or may be: (a) threatening, harassing, degrading, hateful or intimidating, or

otherwise fail to respect the rights and dignity of others; (b) defamatory, libelous, fraudulent or otherwise tortious; (c) obscene, indecent, pornographic or otherwise objectionable; or (d) protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right, without the express prior written consent of the applicable owner.

- Post, transmit or otherwise make available through or in connection with the Platform any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment (each, a “Virus”).
- Use the Platform for any commercial purpose, or for any purpose that is fraudulent or otherwise tortious or unlawful.
- Harvest or collect information about users of the Platform.
- Interfere with or disrupt the operation of the Platform or the servers or networks used to make the Platform available, including by hacking or defacing any portion of the Platform; or violate any requirement, procedure or policy of such servers or networks.
- Restrict or inhibit any other person from using the Platform.
- Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the Platform except as expressly authorized herein, without Company’s express prior written consent.
- Reverse engineer, decompile or disassemble any portion of the Platform, except where such restriction is expressly prohibited by applicable law.
- Remove any copyright, trademark or other proprietary rights notice from the Platform.
- Frame or mirror any portion of the Platform or otherwise incorporate any portion of the Platform into any product or service, without Company’s express prior written consent.
- Systematically download and store Platform content.
- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, “scrape,” “data mine” or otherwise gather Platform content, or reproduce or circumvent the navigational structure or presentation of the Platform, without Company’s express prior written consent. Notwithstanding the foregoing, and subject to compliance with any instructions posted in the robots.txt file located in the Site’s root directory, Company grants to the operators of public search engines permission to use spiders to copy materials from the Site for the sole purpose of (and solely to the extent necessary for) creating publicly available, searchable indices of such materials, but not caches or archives of such materials. Company reserves the right to revoke such permission either generally or in specific cases, at any time and without notice.

You are responsible for obtaining, maintaining and paying for all hardware and all telecommunications and other services needed to use the Platform.

5.Registration; User Names and Passwords. You may need to register to use all or part of the Platform. We may reject, or require that you change, any user name, password or other information that you provide to us in registering. Your user name and password are for your personal use only and should be kept confidential; you, and not Company, are responsible for any use or misuse of your user name or password, and you must promptly notify us of any confidentiality breach or unauthorized use of your user name or password, or your Platform account.

6.Monitoring. We may (but have no obligation to) analyze your access to or use of the Platform. We may disclose information regarding your access to and use of the Platform, and the circumstances surrounding such access and use, to anyone for any reason or purpose.

7.Your Limited Rights. Subject to your compliance with this Agreement, and solely for so long as you are permitted by Company to use the Platform, you may view one (1) copy of any portion of the Platform to which we provide you access under this Agreement, on any single device, solely for your personal, non-commercial use. Any App is licensed (not sold) to end users. Subject to your compliance with this Agreement, and solely for so long as you are permitted by Company to use the App, we hereby permit you, on a limited, non-exclusive, revocable, non-transferable, non-sublicensable basis, to install and use the App on a mobile device that you own or control, solely for your personal, non-commercial use. If you fail to comply with any of the terms or conditions of this Agreement, you must immediately cease using the App and remove (that is, uninstall and delete) the App from your mobile device.

8.Company's Proprietary Rights. We and our suppliers own the Platform, which is protected by proprietary rights and laws. Our trade names, trademarks and service marks include IStories, Important Stories, «Важные истории», and any associated logos. All trade names, trademarks, service marks and logos on the Platform not owned by us are the property of their respective owners. You may not use our trade names, trademarks, service marks or logos in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. Nothing contained on the Platform should be construed as granting any right to use any trade names, trademarks, service marks or logos without the express prior written consent of the owner.

9.Third Party Materials; Links. Certain Platform functionality may make available access to information, services and other materials made available by third parties ("Third Party Materials"), or allow for the routing or transmission of such Third Party Materials, including via links. By using such functionality, you are directing us to access, route and transmit to you the applicable Third Party Materials.

We neither control nor endorse, nor are we responsible for, any Third Party Materials, including the accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness or safety of Third Party Materials, or any intellectual property rights therein. Certain Third Party Materials may, among other things, be inaccurate, misleading or deceptive. Nothing in this Agreement shall be deemed to be a representation or warranty by Company with respect to any Third Party Materials. We have no obligation to monitor Third Party Materials, and we may block or disable access to any Third Party Materials (in whole or part) through the Platform at any time. In addition, the availability of any Third Party Materials through the Platform does not imply our endorsement of, or our affiliation with, any provider of such Third Party Materials, nor does such availability create any legal relationship between you and any such provider.

Your use of Third Party Materials is at your own risk and is subject to any additional terms, conditions and policies applicable to such Third Party Materials (such as terms of service or privacy policies of the providers of such Third Party Materials).

10.Promotions. Any sweepstakes, contests, raffles, surveys, games or similar promotions (collectively, "Promotions") made available through the Platform may be governed by rules that are separate from this Agreement. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with this Agreement, the Promotion rules will govern.

11.Disclaimer of Warranties. To the fullest extent permitted under applicable law: (a) the Platform and Third Party Materials are made available to you on an "As Is," "Where Is" and "Where Available" basis, without any warranties of any kind, whether express, implied or statutory; and (b) Company disclaims all warranties with respect to the Platform and Third Party Materials, including the warranties of merchantability, fitness for a particular purpose, non-infringement and title. All disclaimers of any kind (including in this section and elsewhere in this Agreement) are made for the benefit of both Company and its affiliates and their respective directors, officers, trustees, volunteers, employees, affiliates, agents, representatives, licensors, suppliers and service providers (collectively, the "Affiliated Entities"), and their respective successors and assigns.

While we try to maintain the timeliness, integrity and security of the Platform, we do not guarantee that the Platform is or will remain updated, complete, correct or secure, or that access to the Platform will be uninterrupted. The Platform may include inaccuracies, errors and materials that violate or conflict with this Agreement. Additionally, third parties may make unauthorized alterations to the Platform. If you become aware of any such alteration, contact us at letter@istories.media with a description of such alteration and its location on the Platform.

12.Limitation of Liability. To the fullest extent permitted under applicable law: (a) Company will not be liable for any indirect, incidental, consequential, special, exemplary or punitive damages of any kind, under any contract, tort (including negligence), strict liability or other theory, including damages for loss of profits, use or data, loss of other intangibles, loss of security of Submissions (including unauthorized interception by third parties of any Submissions), even if advised in advance of the possibility of such damages or losses; (b) without limiting the foregoing, Company will not be liable for

damages of any kind resulting from your use of or inability to use the Platform or from any Third Party Materials, including from any Virus that may be transmitted in connection therewith; (c) your sole and exclusive remedy for dissatisfaction with the Platform or Third Party Materials is to stop using the Platform; and (d) the maximum aggregate liability of Company for all damages, losses and causes of action, whether in contract, tort (including negligence) or otherwise, shall be the greater of: (1) the total amount, if any, paid by you to Company to use the Platform, or (2) ten dollars (\$10.00). All limitations of liability of any kind (including in this section and elsewhere in this Agreement) are made for the benefit of both Company and the Affiliated Entities, and their respective successors and assigns.

13. Indemnity. To the fullest extent permitted under applicable law, you agree to defend, indemnify and hold harmless Company and the Affiliated Entities, and their respective successors and assigns, from and against all claims, liabilities, damages, judgments, awards, losses, costs, expenses and fees (including attorneys' fees) arising out of or relating to (a) your use of, or activities in connection with, the Platform (including all Submissions); and (b) any violation or alleged violation of this Agreement by you.

14. Termination. This Agreement is effective until terminated. Company may terminate or suspend your use of the Platform at any time and without prior notice, for any or no reason, including if Company believes that you have violated or acted inconsistently with the letter or spirit of this Agreement. Upon any such termination or suspension, your right to use the Platform will immediately cease, and Company may, without liability to you or any third party, immediately deactivate or delete your user name, password and account, and all associated materials, without any obligation to provide any further access to such materials. Sections [2–5, 7–10 and 12–25] shall survive any expiration or termination of this Agreement.

Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the State of New York, U.S.A., without regard to its principles of conflicts of law, and regardless of your location. You agree to exclusive jurisdiction of the federal and state courts located in New York, NY, U.S.A., and waive any jurisdictional, venue or inconvenient forum objections to such courts.]

15. Filtering. We hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available from https://en.wikipedia.org/wiki/Comparison_of_content-control_software_and_providers.

16. Information or Complaints. If you have a question or complaint regarding the Platform, please send an e-mail to letter@istories.media. You may also contact us by writing to 42 WEST 44TH STREET, NEW YORK, 10036-6604, United States, or by calling us at 212-382-6689. Please note that e-mail communications will not necessarily be secure; accordingly you should not

include credit card information or other sensitive information in your e-mail correspondence with us. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

17. Export Controls. You are responsible for complying with United States export controls and for any violation of such controls, including any United States embargoes or other federal rules and regulations restricting exports. You represent, warrant and covenant that you are not (a) located in, or a resident or a national of, any country subject to a U.S. government embargo or other restriction, or that has been designated by the U.S. government as a “terrorist supporting” country; or (b) on any of the U.S. government lists of restricted end users.

18. Miscellaneous. This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and Company. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under this Agreement without restriction. No waiver by either party of any breach or default under this Agreement will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is for convenience only, and in no way defines or explains any section or provision. All terms defined in the singular shall have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term “including” or variations thereof in this Agreement shall be construed as if followed by the phrase “without limitation.” This Agreement, including any terms and conditions incorporated herein, is the entire agreement between you and Company relating to the subject matter hereof, and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and Company relating to such subject matter. Notices to you (including notices of changes to this Agreement) may be made via posting to the Platform or by e-mail (including in each case via links), or by regular mail. Without limitation, a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Company will not be responsible for any failure to fulfill any obligation due to any cause beyond its control.

19. Apple-Specific Terms. In addition to your agreement with the foregoing terms and conditions, and notwithstanding anything to the contrary herein,

the following provisions apply with respect to your use of any version of the App compatible with the iOS operating system of Apple Inc. ("Apple"). Apple is not a party to this Agreement and does not own and is not responsible for the App. Apple is not providing any warranty for the App except, if applicable, to refund the purchase price for it. Apple is not responsible for maintenance or other support services for the App and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to the App, including any third-party product liability claims, claims that the App fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of the App, including those pertaining to intellectual property rights, must be directed to Company in accordance with the "Information or Complaints" section above. The license you have been granted herein is limited to a non-transferable license to use the App on an Apple-branded product that runs Apple's iOS operating system and is owned or controlled by you, or as otherwise permitted by the Usage Rules set forth in Apple's App Store Terms of Service, except that the App may also be accessed and used by other accounts associated with you via Apple's Family Sharing or volume purchasing programs. In addition, you must comply with the terms of any third-party agreement applicable to you when using the App, such as your wireless data service agreement. Apple and Apple's subsidiaries are third-party beneficiaries of this Agreement and, upon your acceptance of the terms and conditions of this Agreement, will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof; notwithstanding the foregoing, Company's right to enter into, rescind or terminate any variation, waiver or settlement under this Agreement is not subject to the consent of any third party.

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