

Service rules

Ivi Online Cinema – terms of service and subscription rules (for Kcell and activ customers)

The 'ivi Online Cinema' service (Service) is provided by Flexmobile LLP to the Kcell and activ customers of Kcell JSC (Operator). The content of the Service (movies, TV series and other video content) is provided by Flexmobile LLP (Provider) under the License Agreement with ivi.ru LLP (Copyright Holder).

1. General

- 1.1. This document sets out the terms and conditions of the Service. By activating and signing up to the Service, customers become the Users of the Service.

- 1.2. By activating and using the Service located at ivi.ru or mobile versions of this website (Website), as well as installing the Service application, you confirm that you have read and agree to fully comply with the terms of these Subscription Rules. Upon activation of the Service, you will be bound by the License Agreement, Privacy Statement, Terms of Use of the ivi integrated software solution posted on the website of the Copyright Holder.

- 1.3. The Service is provided to the Users around the World and requires an Internet connection with a bandwidth of at least 1 Mbps to view standard-quality video content, and at least 6 mbps to watch content in Full HD. In case video content is not available in some countries, it will be hidden and not available for viewing.

- 1.4. The User agrees to use the Service only for personal non-commercial purposes, to comply with the terms of Service use, not to violate the rights and legitimate interests of the Provider, Copyright Holder, Content Owners and / or Operator.

- 1.5. The User is responsible to read the terms of these Rules and monitor any changes hereto. By continuing using the Service after such changes/amendments come into force, User gives his consent to such changes and/or amendments.

- 1.6. The User hereby confirms that he has attained the age of 18 years or other minimum legal age established in the Republic of Kazakhstan to stream the relevant Content and/or make payments for viewing the Content. Any user who is younger than the minimum legal age should refrain from streaming the Content and / or making payment for the Content without the consent of parents, adoptive parents, guardians, trustees or other legal representatives in accordance with the legislation of the Republic of Kazakhstan. Failing which, the parents, adoptive parents, guardians, trustees or other legal representatives of the minor will be liable for that minor's violation of this provision of the Rules in accordance with the legislation of the Republic of Kazakhstan. Neither Provider nor Operator shall be responsible for the User's illegal use of the Content.

- 1.7. The User guarantees that, while using the Service, he does not and will not perform any actions aimed at bypassing the technical means of protection against unauthorized use, streaming and copying of the Content,

in particular, the system for restriction of access to the Content based on IP addresses, as well as any other actions aimed at changing the functional characteristics or destabilization of the Service.

1.8. By subscribing to the Service, The User hereby gives consent to receive information sms and push notifications from Provider and Operator delivered at any time by any means non-prohibited by the applicable law, including through the Service interface, to his e-mail address, phone number or otherwise. By signing up to the Service, the User also gives consent to the collection and processing of his personal data. The User agrees and confirms that the consent mentioned above remain in force for the entire period of his use of the Service and six months after that.

1.9. In agreement with Operator, Provider reserves the right to amend and / or supplement the Rules.

2. Description of the ivi Online Cinema service

2.1. The ivi Online Cinema subscription provides Kcell and activ customers real-time access to movies, TV shows and video content from world major studios and offers the following functions:

2.2. A one-time free access to the Service for 30 days to all new Users;

2.3. Watching films, cartoons and TV shows of foreign and local film studios;

2.4. Ability to listen to downloaded cached video content offline (including when there is no access to the Internet);

2.5. Recommendations on news, genres, themes, countries, film studios and personal recommendations based on user preferences;

2.6. Convenient search, custom filters, as well as ability to create bookmarks for viewing at a convenient time;

2.7. Ability to pause, rewind, fast rewind 20 seconds back, change image quality, ability to postpone video to watch later;

2.8. Access to the names and descriptions of the proposed and accessible video content (film / cartoon / series name, director, actors, creators, summary, Kinopoisk rating, cover).

2.9. Subscription-based access – means providing the User with access to a specific list of Content units for 24 hours or 30 days, depending on the chosen subscription, until the next subscription fee becomes due, in accordance with the Rules, restrictions and technical requirements specified in these Rules. The subscription starts from the moment the fee is deducted from the User's account.

2.10. To activate the Service, dial *219# and from the menu select 1 for a daily subscription or 2 for a 30-day' subscription.

2.11. To sign in to the Service, user needs

2.11.1. a mobile device;

2.11.2. an internet connection with bandwidth of at least 1 mbps to watch video in standard quality and at least 6 mbps – in Full HD; installed application ivi available on Play market/App store or application for Windows or access to the Service web portal from mobile device, Smart TV, game console and / or personal computer. A complete list of devices and system requirements are listed on the Copyright Holder's webpage at <https://www.ivi.ru/devices>.

2.12. User logs in with his mobile phone number and password received via SMS using any of the methods provided below:

- on ivi.ru web-portal;

- via ivi application;

- via Smart TV application or game console.

If you forgot your password, the system will send you a new password at your request.

- 2.13. User can use the Service on 5 (five) devices with on and the same mobile number. A special login code will be sent by the Service for each device individually.
- 2.14. After Service activation and timely payment of the Subscription fee, user can access the Service at any time, if there is access to the Internet, through the installed mobile application, as well as on personal computers through the website ivi.ru by entering the login and password received after entering the Kcell or activ subscriber number.
- 2.15. When the User changes the number from Kcell to activ and from activ to Kcell, he must activate the Service again and log in.
- 2.16. To unsubscribe from the Service, dial *219*3# and from the menu select 0. If no Subscription fee is collected, subscription to the Service will be suspended and access to movies, TV shows and other video content is blocked. Access will be restored after the user tops up his account. If user fails to pay the subscription fee for 60 (sixty) days (excluding the Trial period), subscription to the Service will be cancelled, in which case user will need to sign up again and pay the fee to continue to use the Service.
- 2.17. To switch subscriptions, user must unsubscribe first using any of the methods described in cl. 2.16 above, and then subscribe again using any of the methods provided in cl. 2.10.

3. Subscription fee.

- 3.1. Subscription fee is 69 (sixty nine) tenge per day or 1190 (one thousand one hundred ninety) tenge for 30 days.
Provider may change the amount of the subscription fee with a notice to the Users in accordance with the current legislation of the Republic of Kazakhstan.
Timely payment of the subscription fee is a prerequisite to access the Service. Access to service is only provided upon collection of the subscription fee and lasts until 00:00 next day, Astana time. The fee is collected between 00:00 and 02:00, Astana time.
- 3.2. The subscription fee is collected upon service activation, provided customer has sufficient account balance (prepaid billing) or credit limit (postpaid billing) to cover the fee, and then on a daily or monthly basis, depending on the type of subscription. If subscription fee has not been collected due to insufficient balance, access to service will be suspended. When account balance is recharged with sufficient amount, the fee will be collected and access to service resumed.
- 3.3. When the user subscribes to service for the first time, he will receive a sms informing about a one-time free 30-day' access (trial period) to the service as well as the subscription fee that starts to be applied after the trial period expires. The service fee covers the cost of the trial period. When users stops using the service anytime during the trial period, any unused days from the trial period will be available for use if he decides to opt in again during this 30-day term.

4. Data charges

- 4.1. Service allows Kcell and activ subscribers to access the video content in real-time mode if there is an Internet connection. If there is no access to the Internet, user will be able to access cached musical content.
- 4.2. User (Kcell/activ customer) will incur no data charges while using the Service.
When service is used while roaming, standard data roaming rates will apply.
Should the subscriber access the service through other internet access providers, usage will be billed based on the rates applied by such providers.

5. Supported devices

Service can be used on the following devices:

- Android smartphones and tablets (version 4,2+), through a mobile application
- iOS smartphones and tablets (version 7+), through a mobile application
- Windows smartphones and tablets (OS 8 Mobile), through a mobile application
- PCs, laptops, Xbox (Windows 10 version 16299.0 and later, Xbox One), through a mobile application
- WEB supports all operation systems installed on personal computers (Windows, Mac OS, UNIX) and web browsers: Chrome 77 and higher, Firefox 69 and higher, Opera 64 and higher, Internet Explorer 11 and higher, Safari 8 and higher.
- Smart TV (LG, Samsung, Sony, Philips, Toshiba, Xiaomi) by logging in to the installed ivi application.
- TV top boxes (Apple TV, Android TV, Eltex, IconBIT, Cinemood) by logging in to the installed ivi application.
- Game boxes (Xbox, Playstation) by installing the ivi application.

6. Additional conditions

6.1. The ivi Online Cinema service is provided through a comprehensive ivi software solution. The rights to a comprehensive ivi software solution belong to Иви.ру. All intellectual property rights to the Content available as part of the Service belong to its legal copyright holders. The Service and Content, as objects of intellectual property, are subject to legal protection in accordance with the legislation applicable in a particular territory in which the User gains access to the Service and viewing the Content, as well as international legal standards. Provider is responsible to ensure compliance with the requirements of the legislation of the Republic of Kazakhstan when offering the Content within the frames of the Service, including legislation on the protection of intellectual property rights.

6.2. Unless otherwise expressly provided in the Rules or specified by the ivi Copyright Holder and / or the Provider, User does not receive any intellectual property rights to the Content, in particular, does not have the right to reproduce, sale or otherwise dispose of, or right to public display, public performance, bringing to general information, etc. of the Content units. For violation of the intellectual property rights of the Provider, the copyright holders of the Content or third parties, User is responsible in accordance with the legislation applicable in a particular territory in which the User gains access to the Service, as well as international legal standards.

6.2.1. Any actions aimed at bypassing the technical means of protection in order to gain access to the Content are violations of intellectual property rights, and the User independently bears legal and other liability stipulated by applicable law for such actions.

6.2.2. In the event that the Content or other information provided as part of the Service is made publicly available, for example, at entertainment venues and places of leisure, the organizers of such a public communication are responsible to and shall independently resolve claims brought by copyright holders and / or third parties in connection with such use.

6.2.3. Provider has the right to unilaterally disable the User subscription to the Service in case the User violates the rules of subscription and terms of the Service.

6.2.4. The Content is placed on the Service in Russian, Kazakh and other languages, including with or without Russian translation/dubbing/subtitles, at the choice of the ivi Copyright Holder.

- 6.2.5. Service may be discontinued at the discretion of the Operator, Provider, Copyright Holder and / or due to expiration of the rights to the Content by its copyright holders.
- 6.2.6. The Content and Service are intended solely for personal non-commercial use. Any copying, reproduction, processing, distribution, bringing to the public, or other use of the content of the Service, as well as any use for commercial purposes is prohibited. The User has no right to demonstrate, communicate to the public the Content (or any part thereof) during public events, including by posting on the Internet, broadcasting and / or via cable (whether for a fee and without any fee).