

## License Agreement

This document defines the essential terms of use of the Watchers mobile app by users and constitutes an offer by Watchers UK registered at 4 Hill street, Mayfair, London W1J 5NE, United Kingdom, to enter into an agreement on the terms set forth below.

Before using the Watchers mobile application, please read the terms of this License Agreement.

### 1. Terms and Definitions

**Application** shall mean the Watchers mobile application designed for synchronized viewing of audiovisual works (movies and television films, TV series, cartoons and animation films, videos and other similar video content) by several users, as well as to provide virtual platforms (chats) for simultaneous discussion with other users of the video content being played, sending messages to other users and receiving messages from them.

**Copyright Holder, Watchers, We** shall mean Watchers UK, registered at 4 Hill street, Mayfair, London W1J 5NE, United Kingdom.

**User, You** shall mean a person who has reached the age of 18 years old, who has installed the Application on a personal mobile device and uses its functionality under the terms of this License Agreement.

**Services** shall mean independent third-party video content providers, as well as the video content supplied by them, access to which is provided by the functionality of the Application.

**Privacy Policy** shall mean the Privacy Policy, which determines the procedure for processing personal data of the Users, posted at [https://legal.watchers.io/policy\\_EN.pdf](https://legal.watchers.io/policy_EN.pdf).

**License Agreement, Agreement, License** shall mean this license agreement between you and Watchers for using the Application on the terms set forth herein.

### 2. General Provisions

2.1. By creating an account in the Application pre-installed on your mobile device and using the Application in any way you fully and unconditionally agree to all the terms of the License. The use of the Application is allowed strictly under the terms of this License. If you do not accept the terms of the License in full, you will not be entitled to use the Application. Using the Application in violation (non-observance) of any of the terms of the License is prohibited.

2.2. The rights and methods of using the Application, which are not explicitly provided / not allowed to the User hereunder, shall be deemed to be not provided / be prohibited by the Copyright Holder.

2.3. Use of the Application under the terms of this License for non-commercial purposes is permitted to the User on a non-reimbursable basis. Use of the Application on a commercial basis, as well as in ways and on the terms not provided for by this License, shall only be possible on the basis of a separate agreement with the Copyright Holder.

### **3. License Terms**

3.1. The Copyright Holder grants on a non-reimbursable basis to the User on the terms of a simple (non-exclusive) license a non-transferable right to install the Application on the User's mobile device and use the Application in accordance with its functional purpose for viewing video content supplied by the Services and communicating with other Users. The User shall have the right to install the Application on an unlimited number of mobile devices belonging to him/her.

3.2. The License is granted from the moment of acceptance of this Agreement for the entire duration of the exclusive right of Watchers to the Application.

3.3. The License is granted in all countries of the world.

### **4. Limitations of Use**

4.1. The User shall not, independently or with the involvement of third parties:

4.1.1. modify, decompile, disassemble, decrypt and perform other actions with the object code of the Application in order to obtain information about the implementation of the algorithms used in the Application, create derivative works using the Application, and also exercise (authorize) other use of the Application, without the written consent of the Copyright Holder.

4.1.2. reproduce and distribute the Application for commercial purposes without the written consent of the Copyright Holder, including as part of collections of software products.

4.1.3. distribute the Application in a form different from the one, in which he/she received it, without the written consent of the Copyright Holder.

4.1.4. change the name of the Application, change and/or remove the copyright protection mark or other indication of the Copyright Holder.

4.1.5. provide access to the Application for commercial purposes, including by transmitting data therefrom by any means, including the use of frames and other software methods and ways for obtaining data and transmitting it, unless otherwise provided by a separate agreement with the Copyright Holder.

4.2. Using the main functionality of the Application is possible only if you have access to the Internet. The User shall independently obtain and pay for such access on the terms and at the rates of his/her telecom operator or Internet access provider.

4.3. Use of the main functionality of the Application in terms of viewing the video content of the Services is possible only if the User has an account and access to the corresponding Service on the terms established by the rules for using each Service.

4.4. Watchers provides solely the ability to view the video content of third-party Services unchanged as it is provided by such Services without any changes ("as is"). Watchers does not capture, rebroadcast, broadcast, cable, webcast or otherwise independently use the video content from third-party Services.

4.5. All intellectual rights to audiovisual works provided and streamed by the Services, which can be viewed using the Application, belong to the Services or the respective copyright holders who have authorized them. Watchers does not grant the User any rights in relation to the video content of third-party Services beyond of, apart from or in addition to the rights granted by such Services.

## **5. Liability**

5.1. The Application is provided on an "as is" basis. The Copyright Holder does not provide any guarantees regarding the error-free and uninterrupted operation of the Application or its individual components and/or functions, the compliance of the Application with specific goals and expectations of the User, and also does not provide any other guarantees not expressly specified in this License.

5.2. The Copyright Holder shall not be responsible for any direct or indirect consequences of any use or inability to use the Application and/or damage caused to the User and/or third parties as a result of any use, non-use or inability to use the Application or its individual components and/or functions, including due to possible errors or failures in the operation of the Application, except as otherwise provided by law.

5.3. All questions and claims related to the use / inability to use the Application, as well as a possible violation by the Application of the legislation and/or the rights of third parties shall be sent to: 4 Hill Street, Mayfair, London W1J 5NE, United Kingdom.

## **6. Final Provisions**

6.1. By using the Application, the User agrees that the Privacy Policy is an integral part of this License.

6.2. This License shall apply to all subsequent updates / new versions of the Application. By agreeing to install an update / new version of the Application, the User accepts the terms of this License for the corresponding updates / new versions of the Application, unless an update / installation of a new version of the Application is accompanied by a different license agreement.