

## Terms of Use

The outlined below service agreement and terms of use related to video content broadcasting over the Internet determine the terms and constitutes the electronic version of the agreement between Matvil.com and the User.

### 1. General provisions.

1.1. The Company or Matvil.com - Business name MATVIL CORP., registered in TORONTO, ONTARIO, CANADA.

1.2. Company Website or Website - www.matvil.com

1.3. User - a user who has passed the registration process on the Website.

1.4. The Company, as the owner of the Website and the service provider on a fee basis gives the User a limited, non-exclusive non-transferable right to another person to use the company's Website, view programs available on the Website and make use of all the additional features provided on the Website.

1.5. The User during the registration process creates a unique personal access code (login/username), which in combination with the password is the user ID which is used to sign and use the Website. The login entitles the User to view video content simultaneously from only one IP address.

1.6. Tariff plans. The company offers the User a choice of tariff plans. The user has the right at any time, but not more than 1 time per week, to change the current tariff plan to a new one. The new tariff plan shall come into effect from 00:00 a.m. EST the following day. The user is charged based on the selected tariff plan and the stated duration of viewed programs. List of tariffs and tariff conditions is available online at <http://matvil.com/tariff/>. The Company reserves the right to make changes to existing tariffs and tariff conditions, add or delete tariff plans. Information about changes to the existing tariffs should be brought to the attention of the Users.

1.7. Services are provided on a fee basis on a subscription basis. Unless otherwise stated, the

system of payments is postpaid. Each user is assigned a fixed payment date for the life of this Agreement. Users are billed on a monthly basis on their payment due day for the past period on the basis of the chosen tariff plan (or tariff plans in case the tariff plan was changed during the billing period), and taking into account the actual amount of services used. Bill payment should be by the User on his assigned payment day. The User agrees to pay applicable taxes and other accrued expenses, if any, which are necessary to provide the services.

1.8. The service is considered active until the User explicitly suspends or cancels the service provided by the Company. Suspension/cancellation and resumption of the service can be performed by the User at any time by oral (telephone) or written request to Customer Support. No penalties or extra charges are imposed, but the user must pay any outstanding balance for the services rendered at the time of service suspension or cancellation.

1.9. By providing information about the credit card, the User authorizes the Company to make automatic monthly withdrawals from the credit card based on amount of the bill.

1.10. The Company reserves the right to demand compensation from the User for any additional costs incurred due to User's fault, including but not limited to, check with non-sufficient funds, charge-backs etc. The user is obliged to pay these costs no later than 7 days after he is billed.

1.11. The company does not return the money for already paid services, not does it return money for costs incurred by the User through no fault of the Company.

1.12. The User's service can be suspended by the Company due to unpaid debts, as well as for any other reason. The Company reserves the right to deny access to the User without giving any reasons.

## 2. Copyright / trademark

2.1. The contents of the Site are owned by Matvil Corp and / or its licensors, and suppliers of information and are protected by applicable domestic and international copyright laws. Unless expressly permitted elsewhere in the Site by Matvil Corp, you shall not copy, distribute, publish,

perform, modify, download, transmit, transfer, sell, license, reproduce, create derivative works from or based upon, distribute, post, publicly display, frame, link, or in any other way use any of the Website Content, in whole or in part, for commercial purposes. Any violation of copyright law entails administrative or criminal liability.

2.2. Matvil and matvil.com are trademarks and service marks owned by Matvil Corp. Any product, service, or trade name other than those owned by Matvil that identify a third party as the source thereof may, even if not so indicated, be the service mark or trademark of that respective entity or individual. Any unauthorized use Matvil marks is prohibited.

2.3. Non-commercial/personal use limitation. Matvil Corp. grants the User the right for limited, private use of the services and not for any commercial purposes. No business entity (e.g., corporation, partnership, sole proprietorship) is licensed to use this Website, without prior written permission in order to receive any direct or indirect benefit from its use. The User hereby agrees not to use the Website, the materials, or any element or portion thereof, for any commercial purpose whatsoever.

### 3. The interaction of the parties

#### 3.1. The Company undertakes

3.1.1. To inform the Users about the changes in tariff plans or terms of use on Company's website.

3.1.2. To promptly respond to complaints and customer feedback sent by e-mail or directly through the Website.

3.1.3. To provide support to Users. Assistance about any questions related to functionality of the Website is provided by telephone and electronic means of communication (email, chat, skype ...). Customer support hours are daily from 9 a.m. until 5 p.m. EST.

#### 3.2. The company has the right

3.2.1. To provide the User with a different set of services depending on the chosen tariff plan, payment method, account status, geographic location and other parameters of the User.

3.2.2. To distribute advertising and news subscriptions to registered Users.

3.2.3. To stop the service for the User due to non-payment of debt or violation of the Terms of this Agreement, as well as for any other reason. The Company reserves the right to partially or fully restrict or deny access to, and not to resume service to the client without giving any reasons.

### 3.3. The Company is not responsible

3.3.1. As with any online interaction and electronic communication, there is an inherent risk involved in transmitting any information via the Internet. Matvil Corp. does not and cannot guarantee that its system is free from hackers or viruses or that information provided by users to Matvil Corp. will not be stolen or otherwise surreptitiously obtained. Matvil Corp. is not responsible or liable for any infections or contamination of your system or delays, inaccuracies, errors, or omissions arising out of your use of this Site or with respect to the Materials contained on this Site. You hereby acknowledge and understand that such risk is inherent in interacting with any website, including this Site, and take full responsibility for any harm, danger or damage that ensues due to any such breach in security.

3.3.2 Neither Matvil Corp. nor any provider of content for the Website or their respective agents warrant that the Website will be uninterrupted or error free, from viruses or security breached; nor does Matvil Corp, any provider of content to the Website, or their respective agents make any warranty as to the results to be obtained from the use of the Website. The Website content is not guaranteed to be accurate, timely or verified. The Website and the Website content are distributed on an "as is" and "as available" basis. Matvil Corp. and its agents do not make any warranties of any kind, either express or implied, including, without limitation, warranties of title or warranties of merchantability or fitness for a particular purpose, with respect to the Website, any content, or any goods or services sold through the Website.

The User expressly agrees that the entire risk as to the quality and performance of the Website and the accuracy or completeness of the content or data made available via the Website is assumed solely by the User.

3.3.3. Neither Matvil Corp., any third party content provider nor their respective agents shall be liable for any direct, indirect, incidental, special or consequential damages arising out of the use of or inability to use the Website, even if such party has been advised of the possibility of such damages.

3.3.4. Matvil Corp. is not responsible for User's costs related to unsatisfactory quality of the signal, or caused by malfunction or faulty work of software or hardware of the client, namely of: modems, routers, receivers, browsers, media players, firewalls, anti-virus programs, codecs, drivers, malfunction of local Internet provider.

3.3.5. Matvil Corp. is not responsible for unstable work of User's operating system, which might be caused due to possible computer virus attacks, illegitimate use of computer devices or of any other software, as well as due to any other reasons related to unsatisfactory quality of the signal not listed above.

#### 3.4 User's liability

3.4.1. User shall at his/her own expense provide any necessary hardware and software, including the computer, operating system, contract with his/her Internet provider.

3.4.2. User shall pay on time and fully the bills for the service provided, including any applicable taxes and excise duties, in accordance with the clause 1.4 of this Agreement, as well as if there is a need to compensate the Company any additional costs incurred due to User's fault described in p.1.8.

3.4.3 Cover the additional costs associated with the use of the service providers of services. These costs include Internet access, the monthly payments for the use of the Internet, pay telephone and other bills that might arise from the use of this service, as well as other services not expressly granted here.

3.4.4. Ensure safety and security of personal data - user name and password needed to log into the system. Liability for unauthorized use of such information by reason of its disclosure to family members, friends, colleagues and others is done at User's own risk.

#### 3.5. The user has the right

3.5.1. Change the tariff plan at any time at will, but not more than 1 time per week

3.5.2. Suspend, cancel and resume the service at any time and for any length of time. Suspension or cancellation of the service can be done by means of an oral (telephone) or written request to Customer Service. No penalties or extra charges are imposed but the User must pay for the actual services rendered at the time the service is suspended or cancelled.

3.5.3. Address the Company any comments and suggestions about the functioning of the Website. Contact information is available on the Company's Website on the following page  
<http://matvil.com/contacts/>

#### 3.6. Users are not permitted

3.6.1. Neither the User nor any business entity (i.e. corporation, company, sole proprietorship) has no right to use this Website without the prior written consent for the purposes of obtaining direct or indirect benefit from its use.

4. The Company provides services on the Website for entertainment purposes only. Matvil Corp. does not guarantee the truthfulness or accuracy of the information contained on this Website. The User acknowledges and understands this possibility because of the subjective or mechanical error, mistakes or negligence of the provided data or information, delays or interferences in the transmission of the data or information due to any possible causes, as well as other factors. The Company is not responsible for any errors or inaccuracies in the information contained or accessible on the Website. All information and content of the Website is provided on "as is" basis without any expressed or implied warranty, including without any limitation, implied warranties of merchantability, fitness for a particular purpose or without any violations.

#### 5. Settlement of disputes

5.1. The parties agree that they will take all possible steps to resolve any possible disputes in an extra-judicial procedure.

5.2. The choice of the basic law / jurisdiction. These Terms of Use are governed by laws of the Province of Ontario and apply to contracts signed and executed entirely in the Province of Ontario, without regard to conflict of law principles. Thus, the User agrees to the exclusive jurisdiction and territorial jurisdiction of courts in Toronto, Ontario, in the event of any and all claims or disputes, interpretation, performance related to these Terms of Use.

5.3. Complete integration. These Terms of Use constitute the entire Agreement between the Company and the User. No prior or concurrent written, oral, or electronic submission or Agreement is part of this Agreement, and these Terms of Use supersede everything.

5.4. Written Agreement. These Terms of Use constitute a written Agreement between the Company and the User. A printed version of these Terms of Use and any message in electronic form, relating to this Agreement must be accepted in legal and administrative affairs in the same framework and be subject to the same limitations as other commercial contracts, documents or records created and stored as a hard copy.

5.5. The Company does not provide evidence or guarantee that the Website Materials are lawful, appropriate or available everywhere. Those who decided to use the Website do so at their own risk and are responsible for compliance with local laws and framework of local laws.

5.6. The electronic form of the Agreement. The User waives any claims which may be based on an electronic form of these Terms of Use and agrees to the lack of signatures of the parties to enforce these Terms of Use.

5.7. Changes. The Company reserves the right to modify this Agreement and any Terms of Use. Any changes will take effect immediately after publication on or after an e-mail or regular mail is sent out. The User agrees that the continued use of the Website following notification of any changes to this Agreement shall be accepted by adoption of these changes. If the User disagrees with the changes made he/she has the right to suspend or cancel the service in accordance with clause 1.4 of this Agreement.