

# YOKE - Star Terms of Service

**Last Draft:** July 7, 2020

This Star Terms of Service Agreement (“Terms”) governs your use as a Star User (as defined below) of the products and services offered by Yoke Global Inc. (“we,” “us,” or “YOKE”) through our website located at yokegaming.com (“Site”) and/or mobile application (“App”) (such products and services, collectively referred to as our “Services”), including the video chatting functionality and Video Game Experiences (as defined below) offered through the Services. “You”, “Star”, and “Star User” refer to you as a star user of the Services.

These Terms apply solely to Star Users of our Services.

Please refer to our Privacy Policy for information on how we collect, use and disclose information from our users. You acknowledge and agree that your use of the Services is subject to our Privacy Policy.

**PLEASE READ THESE TERMS CAREFULLY. By using our Services as a Star User or otherwise indicating your acceptance (for example, agreeing by creating or when logging into your account, clicking “I Agree,” etc.), you represent and warrant that you have read, understand, and agree to be bound by these Terms. If you do not agree to be bound by these Terms, you may not access or use our Services as a Star User. ARBITRATION NOTICE: Section 16 of these Terms contains provisions governing how claims that you and YOKE have against each other are resolved, including any claims that arose or were asserted prior to the “Last Updated” date at the top of these Terms. In particular, it contains an arbitration agreement that will, with limited exceptions, require disputes between you and YOKE to be submitted to binding and final arbitration. Unless you opt out of the arbitration agreement as described in Section 16: (1) you will be permitted to pursue claims and seek relief against us only on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding; and (2) you waive your right to seek relief in a court of law and to have a jury trial on your claims.**

## 1. Video Game Experiences and Challenges

- a. Through our Services, users of the Services (“Users”) will have the opportunity to experience two-way interactions or matches (each, a “Video Game Experience”) with star users, including athletes, actors, artists, performers, and influencers (each a “Star User”). Video Game Experiences involve playing a video game and video chatting with a User for at least 5 minutes, and if a Video Game Experience is ended for any reason prior to such 5-minute time period, YOKE may in its discretion cancel any payment to Star User for such ended Video Game Experience. Users

may submit a “Challenge” for a Video Game Experience to you, as a Star User, through our Services. All Challenges come to your “Challenge Sheet”. Star Users can accept and join Challenges. Star Users are **only** compensated for completed Video Game Experiences. Video Game Experiences are challenges that are accepted and successfully joined by both the User and the Star User. We reserve the right to reject any Challenge in our sole discretion, and you will have the right to not accept any Challenge in your sole discretion. YOKE may end any Video Game Experience at any time.

- b. **Registration:** In order to accept requests for Video Game Experiences on our Services, you will need to register. In registering, you agree to provide true, accurate, current, and complete information about yourself as prompted by our registration form, as well as any other information reasonably requested by us (collectively, “**Registration Data**”), and maintain and promptly update the Registration Data to keep it true, accurate, current, and complete. If you do not do so or we reasonably believe that you have not done so, we have the right to suspend or terminate your YOKE account and your use of any part of our services. You agree not to create a YOKE account using a false identity or providing false information, on behalf of another person (except as outlined below for a parent or legal guardian and Organizations), or if you have previously been removed or banned from our services. You are responsible for maintaining the confidentiality of your YOKE account information, including your username and password. You are responsible for all activities that occur on or in connection with your YOKE account and you agree to notify us immediately of any unauthorized access or use of your YOKE account. You acknowledge and agree that we are not responsible or liable for any damages, losses, costs, expenses, or liabilities related to any unauthorized access to or use of your YOKE account.
  - i. **Star User:** Star Users may register directly. By registering and participating as a Star User, you represent and warrant that: (A) you are at least 18 years old; (B) you are of legal age to form a binding contract; (C) you are not barred from using our Services under the laws of the United States, your place of residence, or any other applicable jurisdiction; and (D) you are responsible for complying with all applicable laws and regulations relating to Star User’s participation on our services and will fully indemnify the YOKE Parties (defined below) for any failure to do so.
  - ii. **Organizations:** A management company, manager, agency, agent, publicist, or other individual or organization (each, an “**Organization**”) may register a Star User (“**Affiliated Star**”). By registering, the Organization represents and warrants for itself and each Affiliated Star that: (A) Organization is the authorized representative of the Affiliated Star; (B) neither the Organization nor the Affiliated Star is barred from using our Services under the laws of

the United States, the place of residence of the Organization or any Affiliated Star, or any other applicable jurisdiction; and (C) Organization is responsible for complying with all applicable laws and regulations related to Affiliated Star's participation on our Services under these Terms. In addition to these Terms, Additional Terms (defined below) may apply. To register Affiliated Star as an Organization, please contact [info@yokegaming.com](mailto:info@yokegaming.com). For clarity, each Affiliated Star is bound by these Terms as a Star User.

- c. Video Game Experiences: You agree YOKE has the right to monitor and record, and hereby consent to YOKE monitoring and/or recording, the Video Game Experiences. YOKE will own all right, title and interest, including all intellectual property rights, in the Video Game Experiences, and you hereby make all assignments necessary to accomplish the foregoing ownership. You also hereby grant YOKE the worldwide, perpetual, transferable, sublicenseable, royalty-free and irrevocable right to store, broadcast, modify or make derivative works of, make copies of, distribute, publicly perform and publicly display the Video Game Experiences and your likeness, voice, image, comments, content, music, performance and other Match Content (as defined below) as contained in the Video Game Experiences in any all media and format, whether now known or created in the future. You acknowledge and agree that each Video Game Experience may be edited or modified (e.g., to add music or captions, capture screenshots or excerpts, etc.) and each recording of a Video Game Experience or derivative thereof may be included in a compilation with content from or featuring others. In addition, you agree to not to capture, record, use, publish, reproduce, distribute, display, post, or share any portion of the Video Game Experiences.
- d. Match Content. All materials, performances, communications (including any chat, comments, statements or audio), information, data or other content ("Content") that you provide in connection with your participation in the Video Game Experience ("Match Content") will not be private and you must not share or disclose any personal, private, or sensitive information relating to you or a third party. In addition, you agree not to provide any Match Content that may violate, infringe, or misappropriate the intellectual property, privacy, publicity, moral or "droit moral," or other legal rights of any third party; or communicate anything that is, or that incites or encourages action that is, explicitly or implicitly: illegal, abusive, harassing, threatening, hateful, racist, derogatory, harmful to any reputation, pornographic, indecent, profane, obscene, or otherwise objectionable (including nudity).
- e. Discontinuation of Further Public Use. You may instruct YOKE to discontinue, on a going forward basis, its public use of your Match Content or other Star Content (as defined below) by providing YOKE with written notice of such instruction at

[bailey@yokegaming.com](mailto:bailey@yokegaming.com). In order to be valid, such instruction must identify the specific Video Game Experiences that include such Match Content, or in the case of other Star Content, the specific locations of such other Star Content on the Service. Such instruction will be effective three (3) business days after receipt by YOKE. You acknowledge, however, that YOKE cannot control, will have no obligation to attempt control and will not be responsible for the actions of third parties with respect to any Match Content, Video Game Experiences or Star Content that have already been made available by YOKE. We may refuse to accept or transmit Match Content or other Star Content for any reason without notice to you. We may remove Match Content or other Star Content from Video Game Experiences or the Service for any reason without notice to you.

## 2. Fees and Payment

- a. **Participation Fee:** We will pay you per each Video Game Experience that you play. Your personal rate can be found from the Star User view of the App by accessing the profile tab, then clicking earnings.
- b. **Fees and Payment Representations and Warranties:** You represent and warrant that:
  - (i) Video Game Experiences and YOKE Welcome Videos are not, and are not intended to be, covered by any guild, union, collective bargaining, or similar agreement and there will be no residual or any other type of payment due from YOKE to you, to any third party, guild, or union, or pursuant to any collective bargaining agreement, in connection with any Video Game Experience or YOKE Welcome Video, payment from us to you, or our Site; (ii) YOKE is not responsible for, and will not make any deduction to payments made to you for any fees, commissions, costs, expenses or payments of any kind to or with respect to any third party, including any manager, agent, attorney, representative, or service provider, in connection with any revenue earned by or payments made to you in connection with our Site; and (iii) YOKE is not responsible for any contributions, payments, taxes, or deductions for Social Security, retirement benefits, unemployment insurance, annuities, or pension or welfare fund payments required by law or any labor union, or any withholding or income taxes.
- c. **Payment:** You may request to withdraw your balance you earned on the YOKE platform by authorizing YOKE and its service providers to make a credit to your external bank account. In order to do so, you must register with the third party payment provider selected by YOKE, which YOKE may change in its sole discretion; provided, however, that any third party payment provider selected must have United States currency as an option for payment. All payments will be in United States Dollars unless the payment provider supports payments in another currency and you choose to receive your payment(s) in another currency supported by the payment provider. If you select another currency, you will be responsible for any foreign transaction fees, foreign exchange fees, or exchange rates and exchange

rate spreads charged by the payment provider or your financial institution, and such amounts may be deducted from your payment. You are responsible for accurately providing and maintaining all information requested by the payment provider in order to create an account and receive payments. If you do not provide to the payment provider all required information, then you may not be able to receive the payments due to you. YOKE will not be responsible for any damages, losses, costs, expenses, or liabilities arising out of or in connection with your inability to receive payments as a result of your failure to accurately provide or update such information. YOKE and the payment provider are entitled to rely on the information you provide and will not be responsible for any errors or any payments which are lost or misdirected as a result of your failure to provide or promptly update accurate and complete information. Subject to the applicable payment provider's terms, payment to you will be initiated by the payment provider within approximately two days of our receipt for each request for a withdrawal of funds. Your financial institution may further delay the availability of such funds for your use and we are not responsible for any such delays. YOKE or the payment provider may refuse your request to receive payments in a bank account which you do not own in your personal capacity, or which is not located in the United States, or held at a United States financial institution. You acknowledge and agree that no payment provider used by YOKE is operated, owned or controlled by YOKE, and your use of any such payment provider is subject to the terms and conditions and privacy policies of that payment provider, which the payment provider may require you to accept in order to receive payments. We are not responsible for any delay, failure, damage, or liability caused by a payment provider, your financial institution, any other third party, a force majeure, or your failure to timely or properly set up an account with the payment provider or otherwise provide requested information for payment. If YOKE, in its sole discretion, believes that any fraud, money laundering, or other violation of law or regulation is taking place on or in connection with our Site, you acknowledge and agree that we may withhold, delay, or seek repayment of any payments we believe, in our sole discretion, may have arisen out of or in connection with any such violation of law or regulation. You acknowledge and agree that you are solely responsible for any fees, costs, and expenses, including with respect to your bank account, which are charged by any third party, including, but not limited to, the payment provider your financial institution, and that such amounts may be deducted from the amount of your payment.

- d. Minimum Withdrawal: In order to withdraw your balance through the method set forth in Section (2)(c), your total withdrawal amount must be greater than or equal to \$50.00.
- e. Abandoned Property: If your YOKE account is inactive for a period of one year, or the time period set forth by law, we may be required to report and turn over any

unclaimed balance in your YOKE account to the applicable jurisdiction, after a reasonable attempt to locate you and instruct you to claim your funds. If we do so, you will be required to make a claim with the applicable government agency in order to receive your remaining balance, and we will have no further obligation to distribute funds to you as set forth in this Section 2.

### 3. Star Content and Other Content

- a. **License Grant to Star Content:** Our Services allow you to upload, submit, store, send, transmit, approve, and receive Content, including Match Content and promotional materials that include your name and likeness (collectively, “**Star Content**”). When you upload, submit, store, send, transmit, approve, or receive Star Content to or through our Services (or provide us Star Content through any other means, e.g., text, e-mail or overnight delivery), you grant to us a non-exclusive, royalty-free, fully paid, unlimited, worldwide, sublicensable (through multiple tiers of sublicenses), and irrevocable license in any and all manner and media, whether now known or hereinafter invented (including social media channels and third party websites and platforms), to reproduce, license, distribute, modify, adapt, publicly perform, publicly display, create derivative works of (for example, translations, adaptations, or other changes we make so that Star Content works better with our Services or otherwise), and to use your Star Content for the purposes of operating and providing our Services, to develop and improve our products and services, and to advertise, market, and promote our Services, products, and services, and you agree that such Star Content may, in YOKE’s sole discretion, be used, including performed or displayed, in connection with any other elements, materials, copyrights, rights of publicity or copyrighted materials; provided, however that you may instruct us to discontinue any further public use of your Star Content in accordance with Section 1(e) above. Please remember that third parties (including Users) may search for and see any Star Content you submit to public areas of our Services. You agree that we may display advertising with or in connection with your Star Content. You further acknowledge and agree that YOKE has no obligation to you in connection with any advertising displayed on or in connection with our Services (including no obligation to share any revenue received by YOKE as a result of any such advertising).
- b. **Licenses:** Please note that the licenses granted in this Section 3 are fully-paid and royalty free, meaning we do not owe you anything in connection with the use of your Star Content, by us, Users, or third parties (including Recipients), other than the payment set forth in Section 2(a and b). We may exercise our rights under this license anywhere in the world. We may sublicense our rights as needed to provide and promote our services or otherwise in accordance with these Terms, and Users may sublicense their rights subject to the YOKE Terms of Service.

- c. Treatment of Star Content: Any Star Content is non-confidential, non-proprietary, and must not contain or include any information which you do not have the right to disclose or that you do not wish to be disclosed. We will not be responsible or liable for any use or disclosure of Star Content, including any personal information included in that Star Content. You acknowledge and agree that your relationship with us is not a confidential, fiduciary, joint-venture, employer/employee, agency, or other type of special relationship, and that your decision to participate in our Services or submit any Star Content does not place us in a position that is any different from the position held by members of the general public, including with regard to your Star Content. None of your Star Content will be subject to any obligation of confidence by us, Users, or third parties (including Recipients), and we will not be liable or responsible for any use or disclosure of any Star Content.
  
- d. You Are Responsible for Your Star Content: You are responsible for your use of the Services, for any Star Content you provide, and for any consequences thereof, including the use of your Star Content by Users with whom you participate in a Video Game Experience. You should only provide Star Content that you are comfortable sharing with others under these Terms. YOKE will not be responsible or liable for any use of your Star Content by YOKE in accordance with these Terms. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any Star Content that you submit. You also represent and warrant that neither your Star Content, nor your use and provision of your Star Content to be made available through the Services, nor any use of your Star Content by YOKE on or through the Services will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.
  
- e. No Endorsement: We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted or communicated via the Services or endorse any opinions expressed via the Services, in each case including by Users or other Star Users. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. Under no circumstances will YOKE be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Services or broadcast elsewhere.
  
- f. Feedback: You acknowledge and agree that any feedback, comments, or suggestions you may provide regarding YOKE, or the Services is entirely voluntary

and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

#### 4. Eligibility

- a. Age: You must be at least 18 years old to be a Star User. If you are a minor or under the age of majority in your state of residence, your parent or legal guardian must contact us at [info@yokegaming.com](mailto:info@yokegaming.com).
- b. National College Athletic Association (“NCAA”) and Other Amateur Organizations: If you are or may become subject to NCAA rules and regulations or those of any other association, group, authority or organization, you represent and warrant that you have checked the rules and regulations to verify and confirm that your participation on our Services does not or will not affect your current or future eligibility with respect to any such association, group, authority or organization.
- c. Representations and Warranties: You represent and warrant that:
  - i. you have not been prohibited from using or accessing any aspect of our Services by us or under any applicable law or regulation;
  - ii. you will comply with all of the terms and conditions, as revised from time to time, of any third party payment provider selected by us, and you are not on a prohibited list of that third party payment provider;
  - iii. we have not previously disabled any YOKE account you created or controlled for violation of any law or regulation, the infringement of any third party right, or the violation of any of these Terms; and
  - iv. you are not a convicted sex offender.

#### 5. YOKE Rights: Rights in App Granted by YOKE

- a. Rights in App Granted by YOKE: Subject to your compliance with these Terms, YOKE grants you a limited non-exclusive, non-transferable, non-sublicensable license to download and install a copy of the App on any mobile device or computer that you own or control and to run such copy of the App solely for your own personal, non-commercial purposes. You may not copy the App, except for making a reasonable number of copies for backup or archival purposes. Except as expressly permitted in these Terms, you may not: (i) copy, modify or create derivative works based on the App; (ii) distribute, transfer, sublicense, lease, lend or rent the App to any third party; (iii) reverse engineer, decompile or disassemble the App; or (iv) make the functionality of the App available to multiple users through any means. YOKE reserves all rights in and to the App not expressly granted to you under these Terms.
- b. Additional Terms for App Store Apps: If you accessed or downloaded the App from the Apple App Store, then you agree to use the App only: (i) on an Apple-branded product or device that runs iOS (Apple’s proprietary operating system software); and (ii) as permitted by the “Usage Rules” set forth in the Apple Store Terms of Service. If you accessed or downloaded the App from any app store or distribution

platform (like the Apple App Store or Google Play) (each, an “App Provider”), then you acknowledge and agree that:

- i. These Terms are concluded between you and YOKE, and not with App Provider, and that, as between YOKE and the App Provider, YOKE, is solely responsible for the App.
- ii. App Provider has no obligation to furnish any maintenance and support services with respect to the App.
- iii. In the event of any failure of the App to conform to any applicable warranty, you may notify App Provider and App Provider will refund the purchase price for the App to you (if applicable) and, to the maximum extent permitted by applicable law, App Provider will have no other warranty obligation whatsoever with respect to the App. Any other claims, losses, liabilities, damages, costs or expenses attributable to any failure of an App to conform to any warranty will be the sole responsibility of YOKE.
- iv. App Provider is not responsible for addressing any claims you have or any claims of any third party relating to the App or your possession and use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- v. In the event of any third-party claim that the App or your possession and use of the App infringes that third party’s intellectual property rights, YOKE will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms.
- vi. App Provider and its subsidiaries are third-party beneficiaries of these Terms as related to your license of the App, and that, upon your acceptance of the terms and conditions of these Terms, App Provider will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the App against you as a third party beneficiary thereof.
- vii. You must also comply with all applicable third-party terms of service when using the App.
- viii. You agree to comply with all U.S. and foreign export laws and regulations to ensure that neither the App nor any technical data related thereto nor any direct product thereof is exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations. By using the App you represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist

supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

6. Copyright and Intellectual Property Policy

- a. **Termination Policy:** If we determine that you are a repeat infringer of copyright, we may terminate your access to our Services and take other appropriate action in our sole discretion.
- b. **Digital Millennium Copyright Act Notice:** We respond to notices of alleged copyright infringement and terminate access to our Services for repeat infringers. If you believe that your material has been copied in a way that constitutes copyright infringement, please forward the following information to the Copyright Agent named below:
  - i. your address, telephone number, and email address;
  - ii. a description of the work that you claim is being infringed;
  - iii. a description of the material that you claim is infringing and are requesting be removed along with information about where it is located;
  - iv. a statement that you have “a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.”;
  - v. an electronic or physical signature of the copyright owner (or a person authorized to act for the copyright owner); and
  - vi. a statement by you, made under penalty of perjury, that the information you are providing is accurate and that you are the copyright owner or authorized to act on behalf of the copyright owner.

7. Copyright Agent:

YOKE LLC

854 W. Paces Ferry Road

Atlanta, Georgia 30305

Attention: Bailey O’Sullivan

info@yokegaming.com

You acknowledge and agree that if you fail to comply with the requirements of this Section 7 your notice may not be valid. Only notices of alleged copyright infringement should be directed to our Copyright Agent.

8. Privacy

Your privacy is important to us. Our Privacy Policy explains how we collect, use, and share personal information and other data. By using our Services, you agree to our Privacy Policy.

9. Third Party Content and Interactions; Release

Our Services may contain features and functionalities that may link to or provide you with access to third party content, including YOKE Welcome Videos and Content from Users or other Star Users, that is completely independent of us, including websites,

platforms, directories, servers, networks, systems, information, databases, applications, software, programs, products or services, and the Internet in general. Your interactions with third parties, including Users and other Star Users, found on or through our services are solely between you and the third party. You should make whatever investigation you feel necessary or appropriate before proceeding with the interaction. You acknowledge and agree that we are not responsible or liable for any damages, losses, costs, expenses, or liabilities of any kind or nature incurred as the result of any such interaction. If you become involved in a dispute as a result of any such interaction, you acknowledge and agree that we are under no obligation to become involved. You hereby release each YOKE Party (defined below) from claims, demands, and damages (actual and consequential) of every kind or nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes or our Services (including any Video Game Experiences). **IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 (AND ANY OTHER SIMILAR APPLICABLE STATE STATUTE), WHICH PROVIDES: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY. IF YOU ARE A RESIDENT OF ANOTHER JURISDICTION, YOU WAIVE ANY COMPARABLE STATUTE OR DOCTRINE.**

10. Independent Contractor

- a. You and YOKE agree and declare that these Terms create an independent contractor relationship and it is the parties' express intent that their relationship be interpreted and held to be that of independent contractor for all purposes. You acknowledge and agree that you are not a joint venturer, franchisee, partner, agent, or employee of YOKE, and will not represent yourself as such. You are solely and exclusively responsible for determining the manner, method, details, and means of your performance under these Terms. We have no right to, and will not, control the manner or determine the method of accomplishing your performance.
- b. You represent and warrant that as between YOKE and you (whether a Star User, parent or legal guardian of a Star User, an Organization, Affiliated Star, YOKE Partner, or otherwise), you assume sole liability for and will pay or cause to be paid all applicable contributions, payments, taxes, and deductions for Social Security, retirement benefits, unemployment insurance, and annuities, pension or welfare fund payments required by law or any labor union, and all withholding taxes, or income taxes, and make any reports required as a result of participation on our services under these Terms.

- c. You will use your own equipment to perform your obligations under these Terms. You are solely responsible for making any disclosure required by any applicable law, regulation, court order or any agreement you may have with any third parties to any person or entity regarding your performance under these Terms.
- d. Your relationship with YOKE is non-exclusive, meaning that you can provide similar services to third parties and that we can and do engage third parties to provide similar services to those contemplated by these Terms.

#### 11. Links

Our services may contain links to social media platforms or third party websites. You acknowledge and agree that: (a) the link does not mean that we endorse or are affiliated with the platform or website; and (b) we are not responsible or liable for any damages, losses, costs, expenses, or liabilities related to your use of the platform or website. You should always read the terms and conditions and privacy policy of the platform or website before using it.

#### 12. Changes to our Services

We enhance and update our Services often. You acknowledge and agree we may change or discontinue any aspect of our Services at any time, and we will provide notice of such change to you.

#### 13. Termination and Reservation of Rights

You may stop using our Services at any time. You may cancel your Services account at any time by contacting YOKE at [info@yokegaming.com](mailto:info@yokegaming.com). We reserve the right to terminate access to our Service to any person, including you, at any time, for any reason, in our sole discretion. If you violate any of these Terms, your permission to use our Services automatically terminates. All rights granted to YOKE hereunder will survive any termination of your account.

#### 14. Disclaimers and Limitations on our Liability

- a. You acknowledge and agree that your use of our services is at your own risk and that our services are provided on an “as is” and “as available” basis. To the extent permitted by applicable law, the YOKE Parties disclaim all warranties, conditions, and representations of any kind, whether express, implied, statutory, or otherwise, including those related to merchantability, and fitness for a particular purpose.
- b. In particular, the YOKE Parties make no representations or warranties about the accuracy or completeness of content available on or through our services or the content of any social media platform.
- c. You acknowledge and agree that any material, information or other Content downloaded or otherwise obtained through our services, is done at your own risk and that you will be solely responsible for any damages, losses, costs, expenses, or liabilities arising from or in connection with doing so. No advice or information, whether oral or written, obtained by you from us or through our services, including

through a Video Game Experience, will create any warranty not expressly made by us.

- d. You acknowledge and agree that when using our Services, you will be exposed to Content from a variety of sources, and that YOKE is not responsible for the accuracy, usefulness, safety, legality, or intellectual property rights of or relating to any such Content. You further understand and acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent, objectionable, or harassing, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against any YOKE Party with respect thereto.
- e. To the fullest extent permitted by applicable law, you acknowledge and agree that in no event will any YOKE Party be liable to you or to any third party for any indirect, special, incidental, punitive, or consequential damages (including for loss of profits, revenue, or data) or for the cost of obtaining substitute products, arising out of or in connection with these Terms, however caused, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise, and whether or not YOKE has been advised of the possibility of such damages.
- f. To the maximum extent permitted by applicable law, our total cumulative liability to you or any third party under these Terms, from all causes of action and all theories of liability, will be limited to and will not exceed the fees actually received by YOKE with respect to your Video Game Experiences during the 12 months preceding the claim giving rise to such liability.
- g. Certain jurisdictions do not allow the exclusion or limitation of certain damages. If those laws apply to you, some or all of the above exclusions or limitations may not apply to you, and you might have additional rights.
- h. **If you are a user from New Jersey, this Section 14 is intended to be only as broad as is permitted under the laws of the state of New Jersey. If any portion of this Section 14 is held to be invalid under the laws of the state of New Jersey, the invalidity of such portion shall not affect the validity of the remaining portions of this Section 14.**
- i. You agree that the limitations of damages set forth above are fundamental elements of the basis of the bargain between YOKE and you.

#### 15. Indemnification

You agree to indemnify, defend, and hold harmless YOKE and its parents, subsidiaries, affiliates, officers, employees, directors, shareholders, agents, partners and licensors (each, a “YOKE Party”, and collectively, “YOKE Parties”) from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including reasonable attorneys’ fees and costs) of any kind or nature, arising from, out of, in connection with, or relating to: (a) any actual or alleged breach of these Terms by you or anyone using your

YOKE account; (b) any actual or alleged violation of any laws or regulations or infringement of any rights of any third party by you or anyone using your YOKE account; (c) your gross negligence, misconduct, or fraud; (d) your status as a parent or legal guardian of a Star User; (e) Star Content; (f) your eligibility with the NCAA or any other association, group, authority, or organization referenced in [Section 6](#); or (g) your participation in the Referral Program. YOKE will have the right to select counsel to be paid for by you in connection with any indemnification owed by you. You will reasonably cooperate with us in connection with this indemnification and any defense.

#### 16. Arbitration Agreement and Waiver of Certain Rights

- a. **Arbitration:** You and YOKE agree to resolve any disputes between you and YOKE through binding and final arbitration instead of through court proceedings. You and YOKE each hereby waive any right to a jury trial of any controversy, claim, counterclaim, or other dispute arising between you and YOKE relating to these Terms or our Services (each a “Claim,” and collectively, “Claims”). Any Claim will be submitted for binding arbitration in accordance with the Rules of the American Arbitration Association (“AAA Rules”). The arbitration will be heard and determined by a single arbitrator. The arbitrator’s decision will be in writing, will include the arbitrator’s reasons for the decision, will be final and binding upon the parties, and may be enforced in any court of competent jurisdiction. The parties agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it (including any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submissions, and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration or by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies.
- b. **Costs and Fees:** If you demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, YOKE will pay as much of the administrative costs and arbitrator’s fees required for the arbitration as the arbitrator deems necessary to prevent the cost of the arbitration from being prohibitive. In the final award, the arbitrator may apportion the costs of arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate.
- c. **No Preclusions:** This arbitration agreement does not preclude you or YOKE from seeking action by federal, state, or local government agencies. You and YOKE each also have the right to bring any qualifying Claim in small claims court. In addition, you and YOKE each retain the right to apply to any court of competent jurisdiction for provisional relief, including pre-arbitral attachments or preliminary injunctions, and any such request will not be deemed to be either incompatible with these Terms

or a waiver of the right to have disputes submitted to arbitration as provided in these Terms.

- d. No Class Representative or Private Attorney General: You and YOKE each agree that neither may act as a class representative or private attorney general or participate as a member of a class of claimants, with respect to any Claim. You agree that Claims may not be arbitrated on a class or representative basis. The arbitrator can decide only individual Claims (whether brought by you or YOKE). The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated.
- e. Severability/No Waiver/Survival: If any provision of this Section 16 is found to be invalid or unenforceable, that provision will be deemed appropriately modified to give effect to the intent of the provision or, if modification is not possible, will be severed and the remainder of this Section 16 will continue in full force and effect. No waiver of any provision of this Section 16 will be effective or enforceable unless recorded in a writing signed by the party waiving such a right or requirement. Such a waiver will not waive or affect any other provision of these Terms. This Section 16 of these Terms will survive the termination of your relationship with YOKE.
- f. 30-Day Opt-Out Right: You have the right to opt out of the provisions of this Arbitration Agreement by sending, within 30 days after first becoming subject to this Arbitration Agreement, written notice of your decision to opt out to the following address: info@yokegaming.com. Your notice must include your name and address, any usernames, each email address you have used to set up an account on our services, and an unequivocal statement that you want to opt out of this Arbitration Agreement. You agree that if you opt out of this Arbitration Agreement, all other parts of these Terms will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.
- g. LIMITATIONS: This Section 16 limits certain rights, including the right to maintain certain court actions, the right to a jury trial, the right to participate in any form of class or representative claim, the right to engage in discovery except as provided in AAA rules, and the right to certain remedies and forms of relief. In addition, other rights that you or YOKE would have in court may not be available in arbitration.

#### 17. Other Provisions

- a. Force Majeure: Under no circumstances will any YOKE Party be liable for any delay or failure in performance due in whole or in part to any acts of God, earthquakes, unavoidable accidents, laws, rules, regulations or orders of government authorities, acts of war (declared or not), terrorism, hostilities, blockades, civil disturbances, embargoes, strikes, or any other event or cause beyond the reasonable control of any YOKE Party.

- b. Choice of Law and Jurisdiction: These Terms will be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to any conflict of laws rules or provisions. You agree that any action of whatever nature arising from or relating to these Terms or our Services that is filed consistent with Section 16 will be filed only in the state or federal courts located in Atlanta, Georgia. You consent and submit to the personal jurisdiction of such courts for the purposes of any such action.
- c. Severability: If any provision of these Terms is found to be invalid or unenforceable, that provision will be deemed appropriately modified to give effect to the intent of the provision or, if modification is not possible, will be severed from these Terms and will not affect the enforceability of any other provision.
- d. No Waiver or Amendment: The failure by YOKE to enforce any right or provision of these Terms will not prevent YOKE from enforcing such right or provision in the future and will not be deemed to modify these Terms.
- e. Assignment: YOKE may, at any time, assign its rights and obligations under these Terms, including in connection with a sale of assets, merger, acquisition, reorganization, bankruptcy, other transaction, or by operation of law.
- f. Miscellaneous: The term “including” in these Terms will be interpreted broadly and will mean “including, without limitation.” Titles are for convenience only and will not be considered when interpreting these Terms.

#### 18. Changes to these Terms

From time to time, we may change these Terms. If we change these Terms, we will give you notice by notifying you and posting the revised Terms on our Services and updating the “Last Updated” date at the top of these Terms. The revised Terms will be effective immediately if you are a new user of our Services and will be effective 30 days after posting if you are an existing registered user unless you accept the revised Terms before that time, and except that changes addressing new functions of the Services or changes made for legal reasons will be effective immediately. By continuing to use our Services, you agree to the revised Terms.

Please print a copy of these Terms for your records and PLEASE check [yokegaming.com](http://yokegaming.com) frequently for any changes to these Terms.