

## User Terms of Service

Last Updated: July 7, 2020

This User Terms of Service Agreement (“Terms”) governs your use 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” refers to you as a user of our Services.

These Terms apply to visitors to and users of our Services. Any use by you of our Services as a User (defined below) will be governed by the User Terms of Service.

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 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.**

**You may use the Services only if you are 13 years or older, capable of forming a binding contract with YOKE, and not barred from using the Services under applicable law. In addition, if you are under 18 years old, your parent or legal guardian must consent to these Terms, and you may use the Services, with or without registering, only with the consent and approval of your parent or legal guardian.**

**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. Services

- a. Compliance with Laws: You may use the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations.

- b. **Agreement to Terms:** Your access to and use of the Services is conditioned on your acceptance of and compliance with these Terms. By accessing or using the Services you agree to be bound by these Terms. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so. The Services that YOKE provides are always evolving and the form and nature of the Services may change from time to time without prior notice to you. In addition, YOKE may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally and may not be able to provide you with prior notice. We also retain the right to create limits on use and storage at our sole discretion at any time without prior notice to you.
- c. **Registration:** If you want to use certain features of the Services you'll have to create an account and become a registered user ("User"). You can do this via the App or, if we offer such functionality, through your account with certain third-party social networking services such as Google or Twitter (each, an "SNS Account"). If you choose the SNS Account option we'll create your Account by extracting from your SNS Account certain personal information such as your name and email address and other personal information that your privacy settings on the SNS Account permit us to access. It's important that you provide us with accurate, complete and up-to-date information for your account and you agree to update such information, as needed, to keep it accurate, complete and up-to-date. If you don't, we might have to suspend or terminate your account. We reserve the right to force forfeiture of any username for any reason. You are responsible for safeguarding the password or credentials that you use to access the Services and for any activities or actions under your account. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. YOKE cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements. You're responsible for all activities that occur under your account, whether or not you authorize them or know about them. You agree to immediately notify YOKE of any unauthorized use of your password or account or any other breach of security.
- d. **Advertisements:** The Services may include advertisements, which may be targeted to the content or information on the Services, queries made through the Services, or other information. The types and extent of advertising by YOKE on the Services are subject to change. In consideration for YOKE granting you access to and use of the Services, you agree that YOKE and its affiliates, third party providers and partners may place such advertising on the Services or in

connection with the display of content or information from the Services whether submitted by you or others.

## 2. Privacy

- a. Privacy: Any information that you provide to YOKE is subject to our Privacy Policy, which governs our collection and use of your information. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by YOKE.

Communication: Because our platform operates on the Internet, you consent to transact business with us electronically. You understand and agree that your digital signature or acceptance shall have the full force and effect of your signature on paper. You consent to be contacted by us, our agents, representatives, affiliates, or anyone calling on our behalf for any purpose, at any telephone number or physical or electronic address you provide or at which you may be reached. You represent that the telephone numbers that you have provided to us are your contact numbers and you are permitted to receive calls at each of the telephone numbers you have provided to us. In the event you change or deactivate your mobile telephone number, e-mail address, mailing address, or any other contact information you have provided, you agree to promptly update your contact information.

You consent to receive SMS messages (including text messages), calls, and messages (including pre-recorded, artificial voice, and autodialed or automatically texted) from us, our agents, representatives, affiliates, or anyone calling or texting on our behalf at the specific numbers you have provided to us, or numbers we can reasonably associate with you or an Authorized User (through skip trace, caller ID capture, or other means), with information or questions relating to you or our Services. Automated messages may be played when the telephone is answered, whether by you or someone else. In the event that an agent or representative calls, he or she may also leave a message on your answering machine or voicemail, or send a message by text. Calls may be recorded. You acknowledge and agree that standard call, message, and data rates charged by your carrier apply to all communications by or with us.

If we permit you to unsubscribe from any communications, we may terminate your use of our Services. You consent that following such a request to unsubscribe, you may receive one final message from us confirming your request. As part of providing you the Services, we may need to provide you with certain

communications, such as service announcements and administrative messages. These communications are considered part of the Services and your account, which you may not be able to opt-out from receiving.

### 3. Video Game Experiences and Challenges

- a. Through our Services, Users will have the opportunity to experience two-way interactions or matches (each, a “Video Game Experience”) with athletes, actors, artists, performers, and influencers (each a “Star User”). Video Game Experiences involve playing a video game and video chatting with a Star User for at least 5 minutes. Users may submit a “Challenge” for a Video Game Experience to a Star User through our Services. Challenges can be accepted and joined by Star Users. 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 cancel any Challenge in your sole discretion. We do not guarantee that a Challenge will ever be accepted.
- b. Challenges: Your Challenge may be cancelled prior to the commencement of the Star User’s Video Game Experience (or if the Star User goes offline) and YOKE or the Star User may end any Video Game Experience at any time. If and when you have a Challenge accepted, a ninety second timer will begin and you will be responsible for joining the Video Game Experience within this time period. If you fail to join the Video Game Experience before the ninety seconds have elapsed, you will lose the opportunity to join the Video Game Experience and/or the opportunity to make Challenges in the future. No refunds will be issued.
- c. Contacts: If you choose to import your personal contacts from your mobile device we will access your personal contacts in order to identify Users that you may know that are using the Services and to provide other Users with suggestions for potential connections based on mutual contacts.
- d. Invitations: We may offer you the opportunity to invite your contacts to join YOKE or otherwise enjoy the Services. If you choose to invite one or more of your Connections or contacts using text messaging (SMS) or another communications app we may suggest content for the message (which you may be able to edit in certain instances). You may send invitations via the messaging functionality on your device or through text messages generated by the Services. If you choose to send such invitations, you represent to YOKE that the recipients of such invitations have consented to receive such messages from you, and that those recipients do not consider such messages unwanted or unsolicited.
- e. Video Game Experiences: You agree YOKE has the right to monitor and record, and hereby consent to YOKE monitoring and/or recording, your 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 and performance 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.

- f. Social Media Sharing: The Services may provide functionality that allows you to share certain limited content from a Video Game Experience (“Shareable Content”) through a social media platform, like Facebook, Instagram, Snapchat or Twitter (“Social Media Platform”) or through your device (e.g., by SMS or MMS). To the extent you use such functionality for its intended purpose, subject to these Terms, YOKE hereby grants you a limited, non-exclusive, non-transferable, revocable license to use, reproduce, distribute, and publicly display such Shareable Content solely using such functionality, and solely for your own personal, non-commercial, and non-promotional purposes. Please remember that the manner in which a Social Media Platform uses, stores and discloses the Shareable Content is governed solely by the policies of such Social Media Platforms, and YOKE shall have no liability or responsibility for the practices or other actions of any Social Media Platform.
4. Content On the Services
    - a. For purposes of these Terms: (i) “Content” means text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, transmitted, provided or otherwise made available through the Services; and (ii) “User Content” means any Content that you provide or import to be made available through the Services, including as part of Video Game Experiences. Content includes, without limitation, User Content.
    - b. All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such Content. We may, but are not required to monitor or control the Content posted via the Services and we cannot take responsibility for such Content. Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at

your own risk. You acknowledge that your User Content shared in connection with a Video Game Experience may not be private and you agree not to share or disclose any personal, private, or sensitive information relating to you or a third party.

- c. 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 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.

## 5. Fees and Purchase Terms

### a. Purchases

- i. In the Service, you may purchase, a personal, limited, non-assignable, non-transferable, non-exclusive, non-sublicensable, revocable license to use certain or access virtual Content made available via the Service (“YOKE Coins”). You may purchase YOKE Coins using Apple in-app payments, or other payment methods we may make available to you from time to time. We have the right to change the payment methods we accept, and decline any transaction, for any reason at any time. You may also have the opportunity to receive free YOKE Coins for loyalty, award, or promotional purposes.
- ii. When you obtain YOKE Coins from us or our authorized partners, you receive a personal, limited, non-assignable, non-transferable, non-exclusive, non-sublicensable, revocable license to access and select the Entitlements that YOKE expressly makes available to you. “Entitlements” are rights that YOKE licenses to you to access or use the online or off-line elements of YOKE Services. Examples of Entitlements include access to digital or unlockable Content additional or enhanced functionality (including multiplayer services); subscriptions; virtual assets; unlock keys or codes, serial codes or online authentication; in-game achievements; virtual points, coins, or currencies; or Video Game Experiences. YOKE Coins represent the right to access these Entitlements and digital Content and is not intended to serve as a currency or stored value. When you redeem YOKE Coins for Entitlements, you are not

receiving anything additional of value. Except as otherwise provided by this Agreement, YOKE Coins, or the value you paid for the YOKE Coins, will be valid for 5 years from the date of issuance. When you receive free YOKE Coins for loyalty, award, or promotional purposes, those YOKE Coins will be valid for 5 years from the date of issuance or such other time period we may provide in the terms and conditions of the promotion or award.

- iii. YOKE may manage, regulate, control, modify, or eliminate YOKE Coins and/or Entitlements (together, "Virtual Items") at any time, with or without notice. YOKE does not guarantee that Virtual Items will be available at all times or at any given time. YOKE does not guarantee that we will continue to offer Virtual Items for any particular length of time. YOKE may modify Virtual Items at our sole discretion, and such modifications may make Virtual Items more or less common, desirable, effective, or functional. YOKE may increase the amount of YOKE Coins required to redeem the YOKE Coins for another Virtual Item. YOKE shall have no liability to you or any third party in the event that YOKE exercises any such rights. YOKE owns, has licensed, or otherwise has rights to use all of the content that appears in the Service or in YOKE games. Notwithstanding any provision to the contrary herein, you agree that you have no right or title in or to any Content that appears in the Service, including without limitation the virtual goods or currency appearing or originating in any YOKE game, whether earned in a game or purchased from YOKE, or any other attributes associated with an Account or stored on the Service.
- iv. Virtual Items have no monetary value and have no value outside of our products and services. YOKE Coins cannot be sold, traded, transferred, or exchanged for cash, including by operation of law (such as by inheritance, bankruptcy or in connection with a divorce); they only may be redeemed for Entitlements available for the YOKE Service. A purchase of YOKE Coins is non-refundable, and you are not entitled to a refund for any unused YOKE Coins. Once you redeem YOKE Coins for an Entitlement, that Entitlement is not returnable, exchangeable, or refundable. Any transfer or attempted transfer of YOKE Coins to another person, except as expressly permitted by YOKE within the Services, will be null and void.
- v. Although YOKE may share revenue generated from the sale of Virtual Items with a broadcaster, user or developer, subject to the agreement solely between YOKE and the user, broadcaster or developer as the case may be, Virtual Items is not intended to be used as a means to provide

compensation or financial support to the broadcaster or developer, and YOKE makes no assurances to any user that any user, broadcaster or developer receiving Virtual Items will receive a financial benefit.

- vi. ALL PURCHASES AND REDEMPTIONS OF YOKE COINS MADE THROUGH THE SERVICE ARE FINAL AND NON-REFUNDABLE. The provision of YOKE Coins for use in YOKE games is a service provided by YOKE that commences immediately upon acceptance by YOKE of your purchase. You will provide at your own expense the equipment, Internet connection, and charges required to access and use YOKE Services.
- vii. If we, in our sole discretion, determine that you have engaged in abuse, misuse, or fraud in connection with earning, purchasing, redeeming or otherwise using Virtual Items or that you attempt to do so, we may take any action, including: (i) revoking your Virtual Items or YOKE Coins; (ii) temporarily suspend your ability to earn or purchase YOKE Coins, or redeem YOKE Coins previously earned or purchased for other Virtual Items; and/or (iii) suspend or revoke your right to use the Services.
- viii. YOKE may terminate the YOKE Coins program at any time, for any reason, with or without notice to you. If the YOKE Coins program is terminated, you terminate your participation in the YOKE Coins program, or you or we terminate your YOKE Account or access to the Service for any reason, all unredeemed YOKE Coins will be forfeited without any obligation or liability, and no claims for redemption of YOKE Coins for Entitlements or a refund will be honored, except as required by applicable law.

b. Payment of Fees

- i. You agree to pay all fees and applicable taxes incurred by you or anyone using an Account registered to you. YOKE may revise the pricing for the goods and services offered through the Service at any time. YOU ACKNOWLEDGE THAT YOKE IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, UNLESS REQUIRED BY APPLICABLE LAW, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL ITEMS WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY.

6. Rights in the Services and Content

- a. **Ownership:** YOKE does not claim any ownership rights in any User Content. Except for Video Game Experiences (which are governed by Section 3.e above), you retain your rights to any User Content you submit, post or display on or through the Services. Subject to your ownership of your User Content, all right, title, and interest in and to the Services and Content are and will remain the exclusive property of YOKE and its licensors (including other Users). The Services are protected by copyright, trademark, and other laws of both the United States and foreign countries. YOKE reserves all rights not expressly granted in these Terms.
- b. **Rights in Content Granted by You:** In order to make the Services available to you and other Users, YOKE needs a license from you. By submitting, posting or displaying User Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods (now known or later developed). For clarity, this Section does not apply to Video Game Experiences, which are governed by Section 3.e. above.
- c. We may modify or adapt your Content in order to transmit, display or distribute it over computer networks and in various media and/or make changes to your Content as are necessary to conform and adapt that Content to any requirements or limitations of any networks, devices, services or media.
- d. You are responsible for your use of the Services, for any User Content you provide, and for any consequences thereof, including the use of your User Content by other Users or Star Users with whom you participate in a Video Game Experience. You should only provide User Content that you are comfortable sharing with others under these Terms. YOKE will not be responsible or liable for any use of your User 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 User Content that you submit. You also represent and warrant that neither your User Content, nor your use and provision of your User Content to be made available through the Services, nor any use of your User 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. **Rights in Content Granted by YOKE:** Subject to your compliance with these Terms, YOKE grants you a limited, non-exclusive, non-transferable, revocable license to access and view the Content posted by Star Users and Users via the Services solely in connection with your permitted use of the Services and solely

for your personal and non-commercial purposes. For clarity, this Section does not apply to Video Game Experiences, which are governed by Section 3.e. above.

- 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
- g. In App Purchases: From time to time, we may offer additional products and services for purchase that require payment ("in app purchases") through iTunes, Google Play or other application platforms authorized by YOKE (each, a "Software Store"). If you choose to make an in app purchase, you will be prompted to enter details for your account with the mobile platform you are using (e.g., Apple, etc.) ("your IAP Account"), and your IAP Account will be charged for the in app purchase in accordance with the terms disclosed to you at the time of purchase as well as the general terms for in app purchases that apply to your IAP Account. Some Software Stores may charge you sales tax, depending on where you live.
  - i. YOUR PURCHASE IS FINAL AND YOU WILL NOT BE ABLE TO CANCEL THE PURCHASE AND/OR RECEIVE A REFUND OF PAYMENT. But if something unexpected happens in the course of completing a transaction, we reserve the right to cancel your transaction for any reason; if we cancel your transaction we'll refund any payment you have already remitted to us for such transaction.

## 7. YOKE Rights

- 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:
  - i. 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.

- ii. 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:
  1. 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.
  2. App Provider has no obligation to furnish any maintenance and support services with respect to the App.
  3. 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.
  4. 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.
  5. 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.
  6. 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.
  7. You must also comply with all applicable third-party terms of service when using the App.

8. 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.

8. Restrictions On Content And Use Of The Services:

a. We reserve the right at all times (but will not have an obligation) to remove or refuse to distribute any Content on the Services and to suspend and or terminate Users or reclaim usernames without liability to you. You will not, directly or indirectly, whether as part of a Video Game Experience or otherwise in connection with the Services:

- i. Post, upload, publish, submit or transmit any Content that: (i) infringes, misappropriates or violates a third party’s patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances;
- ii. Use, display, mirror or frame the Services or any individual element within the Services, YOKE’s name, any YOKE trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without YOKE’s express written consent;
- iii. Access, tamper with, or use non-public areas of the Services, YOKE’s computer systems, or the technical delivery systems of YOKE’s providers;
- iv. Attempt to probe, scan or test the vulnerability of any YOKE system or network or breach any security or authentication measures;
- v. Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by YOKE or any of YOKE’s providers or any other third party (including another user) to protect the Services or Content;

- vi. Attempt to access or search the Services or Content or download Content from the Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by YOKE or other generally available third-party web browsers;
  - vii. Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
  - viii. Use any meta tags or other hidden text or metadata utilizing a YOKE trademark, logo URL or product name without YOKE's express written consent;
  - ix. Use the Services or Content, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;
  - x. Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services or Content to send altered, deceptive or false source-identifying information;
  - xi. Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services or Content;
  - xii. Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
  - xiii. Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;
  - xiv. Impersonate or misrepresent your affiliation with any person or entity;
  - xv. Violate any applicable law or regulation; or
  - xvi. Encourage or enable any other individual to do any of the foregoing.
- b. Although we're not obligated to monitor access to or use of the Services or Content or to review or edit any Content, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any Content, including User Content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider any Content to be objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

## 9. DMCA/Copyright Policy

- a. 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.
- b. Copyright Agent:

Yoke, LLC  
854 W. Paces Ferry Road  
Atlanta, Georgia 30305  
Attention: Bailey O’Sullivan  
info@yokeglobal.com

You acknowledge and agree that if you fail to comply with the requirements of this Section 9 your notice may not be valid. Only notices of alleged copyright infringement should be directed to our Copyright Agent.

#### 10. Third Party Content and Interactions; Release

- a. Our Services may contain features and functionalities that may link to or provide you with access to third party content, including YOKE Content and Content from Star Users or other 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 other Users and Star Users, found on or through our Services are solely between you and the third party; however, YOKE may, in its sole discretion, intercede in any dispute and you will reasonably cooperate with YOKE if it does so. You should make whatever investigation you feel necessary or appropriate before proceeding with the interaction. You agree not to contact or interact with any Star User except as

expressly permitted through our Services. 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. 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.**

#### 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, with or without notice 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 us at [info@yokeglobal.com](mailto:info@yokeglobal.com). We reserve the right to terminate access to our Services 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. We may suspend or terminate your account or cease providing you with all or part of the Services at any time for any reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms, (ii) you create risk or possible legal exposure for us; or (iii) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or through the Services the next time you attempt to access your account. In all such cases, the Terms shall terminate, including, without limitation,

your license to use the Services, except that the following sections shall continue to apply: 4, 6, 8, 9, 11, 12, 13, 14 and 15.

#### 14. 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 Services 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 Services account; (c) your negligence, misconduct, or fraud; (d) any User Content or Submission; (e) any action or inaction by you or anyone acting on your behalf; or (f) to the fullest extent permitted by applicable law, relating to your use of our Services. YOKE will have the right to select counsel to be paid for by you in connection with any indemnification by you. You will reasonably cooperate with us in connection with any indemnification matters.

#### 15. 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 is 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, fitness for a particular purpose, and non-infringement and those arising out of course of dealing or usage of trade.**
- 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 or third party website linked to or integrated with our Services, or with respect to the availability of any Star User or the quality or any other aspect of any interactions you may have with a Star User. You acknowledge and agree that the YOKE Parties will have no liability for any: (i) errors, mistakes, or inaccuracies of content; (ii) personal injury, property damage, or other harm resulting from your access to or use of our Services; (iii) any unauthorized access to or use of our servers, any personal information, or user data; (iv) any interruption of transmission to or from our Services; (v) any bugs, viruses, trojan horses, or the like that may be transmitted on or through our Services; or (vi) any damages, losses, costs, expenses, or liabilities of any kind incurred as a result of the use of any content posted or shared through our Services.**
- 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 any 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 greater of the fees actually received by YOKE from you during the 12 months preceding the claim giving rise to such liability and one hundred dollars (\$100).
- 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 15 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 15 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 15.
- i. You agree that the limitations of damages set forth above are fundamental elements of the basis of the bargain between YOKE and you.

#### 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: bailey@yokeglobal.com. Your notice must include your name and address, any usernames, each email address you have used to submit your Celebrity Experience requests or set up an account on our Services (if applicable), 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 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.**