

Terms of services

Your Agreement to these Terms of Service

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. THIS IS A BINDING CONTRACT.

Welcome to the services operated by Everytale, Inc. (collectively with its affiliates, "Everytale" or "We") consisting of the website available at <https://www.everytale.net>, and its network of websites, software applications, or any other products or services offered by Everytale (the "Everytale Services"). Other services offered by Everytale may be subject to separate terms.

When using the Everytale Services, you will be subject to Everytale's Community Guidelines and additional guidelines or rules that are posted on the Everytale Services, made available to you, or disclosed to you in connection with specific services and features. Everytale may also offer certain paid services, which are subject to the Everytale Terms of Sale as well as any additional terms or conditions that are disclosed to you in connection with such services. All such terms and guidelines (the "Guidelines") are incorporated into these Terms of Service by reference.

The Terms of Service apply whether you are a user that registers an account with the Everytale Services or an unregistered user. You agree that by clicking "Sign Up" or otherwise registering, downloading, accessing, or using the Everytale Services, you are entering into a legally binding agreement between you and Everytale regarding your use of the Everytale Services. You acknowledge that you have read, understood, and agree to be bound by these Terms of Service. If you do not agree to these Terms of Service, do not access or otherwise use any of the Everytale Services.

When using Everytale or opening an account with Everytale on behalf of a company, entity, or organization (collectively, "Subscribing Organization"), you represent and warrant that you: (i) are an authorized representative of that Subscribing Organization with the authority to bind that organization to these Terms of Service and grant the licenses set forth herein; and (ii) agree to these Terms of Service on behalf of such Subscribing Organization.

2. Use of Everytale by Minors and Blocked Persons

The Everytale Services are not available to persons under the age of 13. If you are between the ages of 13 and the age of legal majority in your jurisdiction of residence, you may only use the Everytale Services under the supervision of a parent or legal guardian who agrees to be bound by these Terms of Service.

The Everytale Services are also not available to any users previously removed from the Everytale Services by Everytale or to any persons barred from receiving them under the laws of the United States (such as its export and re-export restrictions and regulations) or applicable laws in any other jurisdiction.

BY DOWNLOADING, INSTALLING, OR OTHERWISE USING THE EVERYTALE SERVICES, YOU REPRESENT THAT YOU ARE AT LEAST 13 YEARS OF AGE, THAT YOUR PARENT OR LEGAL GUARDIAN AGREES TO BE BOUND BY THESE TERMS OF SERVICE IF YOU ARE BETWEEN 13

AND THE AGE OF LEGAL MAJORITY IN YOUR JURISDICTION OF RESIDENCE, AND THAT YOU HAVE NOT BEEN PREVIOUSLY REMOVED FROM AND ARE NOT PROHIBITED FROM RECEIVING THE EVERYTALE INC.

3. Privacy Notice

Your privacy is important to Everytale. Please see our Privacy Notice for information relating to how we collect, use, and disclose your personal information, and our Privacy Choices on how you can manage your online privacy when you use the Everytale Services.

4. Account

a. Account and Password

In order to open an account, you will be asked to provide us with certain information such as an account name and password.

You are solely responsible for maintaining the confidentiality of your account, your password and for restricting access to your computer. If you permit others to use your account credentials, you agree to these Terms of Service on behalf of all other persons who use the Services under your account or password, and you are responsible for all activities that occur under your account or password. Please make sure the information you provide to Everytale upon registration and at all other times is true, accurate, current, and complete to the best of your knowledge.

Unless expressly permitted in writing by Everytale, you may not sell, rent, lease, share, or provide access to your account to anyone else, including without limitation, charging anyone for access to administrative rights on your account. Everytale reserves all available legal rights and remedies to prevent unauthorized use of the Everytale Services, including, but not limited to, technological barriers, IP mapping, and, in serious cases, directly contacting your Internet Service Provider (ISP) regarding such unauthorized use.

b. Third-Party Accounts

Everytale may permit you to register for and log on to the Everytale Services via certain third-party services. The third party's collection, use, and disclosure of your information will be subject to that third-party service's privacy notice. Further information about how Everytale collects, uses, and discloses your personal information when you link your Everytale account with your account on any third-party service can be found in our Privacy Notice.

5. Use of Devices and Services

Access to the Everytale Services may require the use of your personal computer or mobile device, as well as communications with or use of space on such devices. You are responsible for any Internet connection or mobile fees and charges that you incur when accessing the Everytale Services.

6. Modification of these Terms of Service

Everytale may amend any of the terms of these Terms of Service by posting the amended terms. Your continued use of the Everytale Services after the effective date of the revised Terms of Service constitutes your acceptance of the terms.

For residents of the Republic of Korea, Everytale will provide reasonable prior notice regarding any material amendments to its Terms of Service. All amendments shall become effective no sooner than 30 calendar days after posting; provided that any amendment regarding newly available features of the Service, features of the Service that are beneficial to the user, or changes made for legal reasons may become effective immediately.

7. License

The Everytale Services are owned and operated by Everytale. Unless otherwise indicated, all content, information, and other materials on the Everytale Services (excluding User Content, set out in Section 8 below), including, without limitation, Everytale's trademarks and logos, the visual interfaces, graphics, design, compilation, information, software, computer code (including source code or object code), services, text, pictures, information, data, sound files, other files, and the selection and arrangement thereof (collectively, the "Materials") are protected by relevant intellectual property and proprietary rights and laws. All Materials are the property of Everytale or its subsidiaries or affiliated companies and/or third-party licensors. Unless otherwise expressly stated in writing by Everytale, by agreeing to these Terms of Service you are granted a limited, non-sublicensable license (i.e., a personal and limited right) to access and use the Everytale Services for your personal use or internal business use only.

Everytale reserves all rights not expressly granted in these Terms of Service. This license is subject to these Terms of Service and does not permit you to engage in any of the following: (a) resale or commercial use of the Everytale Services or the Materials; (b) distribution, public performance or public display of any Materials; (c) modifying or otherwise making any derivative uses of the Everytale Services or the Materials, or any portion of them; (d) use of any data mining, robots, or similar data gathering or extraction methods; (e) downloading (except page caching) of any portion of the Everytale Services, the Materials, or any information contained in them, except as expressly permitted on the Everytale Services; or (f) any use of the Everytale Services or the Materials except for their intended purposes. Any use of the Everytale Services or the Materials except as specifically authorized in these Terms of Service, without the prior written permission of Everytale, is strictly prohibited and may violate intellectual property rights or other laws. Unless explicitly stated in these Terms of Service, nothing in them shall be interpreted as conferring any license to intellectual property rights, whether by estoppel, implication, or other legal principles. Everytale can terminate this license as set out in Section 14.

8. User Content

Everytale allows you to distribute streaming live and pre-recorded audio-visual works; to use services, such as chat, bulletin boards, forum postings, wiki contributions, and voice interactive services; and to participate in other activities in which you may create, post, transmit, perform, or store content, messages, text, sound, images, applications, code, or other data or materials on the Everytale Services ("User Content").

a. License to Everytale

Unless otherwise agreed to in a written agreement between you and Everytale that was signed by an authorized representative of Everytale, if you submit, transmit, display,

perform, post, or store User Content using the Everytale Services, you grant Everytale and its sub-licensees, to the furthest extent and for the maximum duration permitted by applicable law (including in perpetuity if permitted under applicable law), an unrestricted, worldwide, irrevocable, fully sub-licenseable, nonexclusive, and royalty-free right to: (a) use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such User Content (including without limitation for promoting and redistributing part or all of the Everytale Services (and derivative works thereof) in any form, format, media, or media channels now known or later developed or discovered; and (b) use the name, identity, likeness, and voice (or other biographical information) that you submit in connection with such User Content. Should such User Content contain the name, identity, likeness, and voice (or other biographical information) of third parties, you represent and warrant that you have obtained the appropriate consents and/or licenses for your use of such features and that Everytale and its sub-licensees are allowed to use them to the extent indicated in these Terms of Service.

b. User Content Representations and Warranties

You are solely responsible for your User Content and the consequences of posting or publishing it. You represent and warrant that: (1) you are the creator or own or control all right in and to the User Content or otherwise have sufficient rights and authority to grant the rights granted herein; (2) your User Content does not and will not: (a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right, or (b) defame any other person; (3) your User Content does not contain any viruses, adware, spyware, worms, or other harmful or malicious code; and (4) unless you have received prior written authorization, your User Content specifically does not contain any pre-release or non-public beta software or game content or any confidential information of Everytale or third parties. Everytale reserves all rights and remedies against any users who breach these representations and warranties.

c. Content is Uploaded at Your Own Risk

Everytale uses reasonable security measures in order to attempt to protect User Content against unauthorized copying and distribution. However, Everytale does not guarantee that any unauthorized copying, use, or distribution of User Content by third parties will not take place. To the furthest extent permitted by applicable law, you hereby agree that Everytale shall not be liable for any unauthorized copying, use, or distribution of User Content by third parties and release and forever waive any claims you may have against Everytale for any such unauthorized copying or usage of the User Content, under any theory. THE SECURITY MEASURES TO PROTECT USER CONTENT USED BY EVERYTALE HEREIN ARE PROVIDED AND USED "AS-IS" AND WITH NO WARRANTIES, GUARANTEES, CONDITIONS, ASSURANCES, OR OTHER TERMS THAT SUCH SECURITY MEASURES WILL WITHSTAND ATTEMPTS TO EVADE SECURITY MECHANISMS OR THAT THERE WILL BE NO CRACKS, DISABLEMENTS, OR OTHER CIRCUMVENTION OF SUCH SECURITY MEASURES.

d. Promotions

Users may promote, administer, or conduct a promotion (e.g., a contest or sweepstakes) on, through, or utilizing the Everytale Services (a "Promotion"). If you choose to promote,

administer, or conduct a Promotion, you must adhere to the following rules: (1) You may carry out Promotions to the extent permitted by applicable law and you are solely responsible for ensuring that any Promotions comply with any and all applicable laws, obligations, and restrictions; (2) You will be classified as the promoter of your Promotion in the applicable jurisdiction(s) and you will be solely responsible for all aspects of and expenses related to your Promotion, including without limitation the execution, administration, and operation of the Promotion; drafting and posting any official rules; selecting winners; issuing prizes; and obtaining all necessary third-party permissions and approvals, including without limitation filing any and all necessary registrations and bonds. Everytale has the right to remove your Promotion from the Everytale Services if Everytale reasonably believes that your Promotion does not comply with the Terms of Service or applicable law; (3) Everytale is not responsible for and does not endorse or support any such Promotions. You may not indicate that Everytale is a sponsor or co-sponsor of the Promotion; and (4) You will display or read out the following disclaimer when promoting, administering, or conducting a Promotion: "This is a promotion by [Your Name]. Everytale does not sponsor or endorse this promotion and is not responsible for it."

e. Endorsements/Testimonials

You agree that your User Content will comply with the FTC's Guidelines Concerning the Use of Testimonials and Endorsements in Advertising

(<https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-publishes-final-guides-governing-endorsements-testimonials/091005revisedendorsementguides.pdf>

), the FTC's Disclosures Guide (<https://www.ftc.gov/system/files/documents/plain-language/bus41-dot-com-disclosures-information-about-online-advertising.pdf>

), the FTC's Native Advertising Guidelines (<https://www.ftc.gov/tips-advice/business-center/guidance/native-advertising-guide-businesses>

), and any other guidelines issued by the FTC from time to time (the "FTC Guidelines"), as well as any other advertising guidelines required under applicable law. For example, if you have been paid or provided with free products in exchange for discussing or promoting a product or service through the Everytale Services, or if you are an employee of a company and you decide to discuss or promote that company's products or services through the Everytale Services, you agree to comply with the FTC Guidelines' requirements for disclosing such relationships. You, and not Everytale, are solely responsible for any endorsements or testimonials you make regarding any product or service through the Everytale Services.

f. Political Activity

Subject to these Terms of Service and the Community Guidelines, you may share political opinions; participate in political activity; provide links to a political committee's official website, including the contribution page of a political committee; and solicit viewers to make contributions directly to a political committee. You agree, however, that these activities are entirely your own. Moreover, by engaging in these activities, you represent and warrant that you are eligible to engage in them under applicable law, and that you will abide by all relevant laws and regulations while doing so.

You agree not to solicit the use of or use any Everytale monetization tool (e.g., Bits or subscriptions) for the purpose of making or delivering a contribution to a candidate, candidate's committee, political action committee, ballot committee, or any other campaign

committee, or otherwise for the purpose of influencing any election. Candidates for political office are not eligible to use any Everytale monetization tool on their channels.

9. Prohibited Conduct

YOU AGREE NOT TO violate any law, contract, intellectual property, or other third-party right; not to commit a tort, and that you are solely responsible for your conduct while on the Everytale Services.

You agree that you will comply with these Terms of Service and Everytale's Community Guidelines and will not:

- i. create, upload, transmit, distribute, or store any content that is inaccurate, unlawful, infringing, defamatory, obscene, pornographic, invasive of privacy or publicity rights, harassing, threatening, abusive, inflammatory, or otherwise objectionable;
- ii. impersonate any person or entity; falsely claim an affiliation with any person or entity; access the Everytale Services accounts of others without permission; forge another person's digital signature; misrepresent the source, identity, or content of information transmitted via the Everytale Services; or perform any other similar fraudulent activity;
- iii. send junk mail or spam to users of the Everytale Services, including without limitation unsolicited advertising, promotional materials, or other solicitation material; bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, petitions for signatures, or any of the preceding things related to promotional giveaways (such as raffles and contests); and other similar activities;
- iv. harvest or collect email addresses, matriculation numbers, or other contact or sensitive information of other users from the Everytale Services;
- v. defame, harass, abuse, threaten, or defraud users of the Everytale Services, or collect or attempt to collect, personal information about users or third parties without their consent;
- vi. delete, remove, circumvent, disable, damage, or otherwise interfere with (a) security-related features of the Everytale Services or User Content, (b) features that prevent or restrict use or copying of any content accessible through the Everytale Services, (c) features that enforce limitations on the use of the Everytale Services or User Content, or (d) the copyright or other proprietary rights notices on the Everytale Services or User Content;
- vii. reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Everytale Services or any part thereof, except and only to the extent that this activity is expressly permitted by the law of your jurisdiction of residence;
- viii. modify, adapt, translate, or create derivative works based upon the Everytale Services or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;

ix. interfere with or damage the operation of the Everytale Services or any user's enjoyment of them, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code;

x. relay email from a third party's mail servers without the permission of that third party;

xi. access any website, server, software application, or other computer resource owned, used, and/or licensed by Everytale, including but not limited to the Everytale Services, by means of any robot, spider, scraper, crawler, or other automated means for any purpose, or bypass any measures Everytale may use to prevent or restrict access to any website, server, software application, or other computer resource owned, used, and/or licensed by Everytale, including but not limited to the Everytale Services;

xii. manipulate identifiers in order to disguise the origin of any User Content transmitted through the Everytale Services;

xiii. interfere with or disrupt the Everytale Services or servers or networks connected to the Everytale Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the Everytale Services; use the Everytale Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Everytale Services, or that could damage, disable, overburden, or impair the functioning of the Everytale Services in any manner;

xiv. use or attempt to use another user's account without authorization from that user or entity and Everytale;

xv. attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of the Everytale Services that you are not authorized to access;

xvi. attempt to indicate in any manner, without our prior written permission, that you have a relationship with us or that we have endorsed you or any products or services for any purpose; and

xvii. use the Everytale Services for any illegal purpose, or in violation of any local, state, national, or international law or regulation, including without limitation laws governing intellectual property and other proprietary rights, data protection, and privacy.

To the extent permitted by applicable law, Everytale takes no responsibility and assumes no liability for any User Content or for any loss or damage resulting therefrom, nor is Everytale liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, or profanity you may encounter when using the Everytale Services. Your use of the Everytale Services is at your own risk. In addition, these rules do not create any private right of action on the part of any third party or any reasonable expectation that the Everytale Services will not contain any content that is prohibited by such rules.

Everytale is not liable for any statements or representations included in User Content. Everytale does not endorse any User Content, opinion, recommendation, or advice

expressed therein, and Everytale expressly disclaims any and all liability in connection with User Content. To the fullest extent permitted by applicable law, Everytale reserves the right to remove, screen, or edit any User Content posted or stored on the Everytale Services at any time and without notice, including where such User Content violates these Terms of Service or applicable law, and you are solely responsible for creating backup copies of and replacing any User Content you post or store on the Everytale Services at your sole cost and expense. Any use of the Everytale Services in violation of the foregoing violates these Terms of Service and may result in, among other things, termination or suspension of your rights to use the Everytale Services.

For Residents of the Republic of Korea, except in the case where Everytale reasonably considers that giving notice is legally prohibited (for instance, when providing notice would either (i) violate applicable laws, regulations, or orders from regulatory authorities or (ii) compromise an ongoing investigation conducted by a regulatory authority) or that any notice may cause harm to you, third parties, Everytale, and/or its affiliates (for instance, when providing notice harms the security of the Everytale Services), Everytale will without delay notify you of the reason for taking the relevant step.

10. Respecting Copyright

Everytale respects the intellectual property of others and follows the requirements set forth in the Digital Millennium Copyright Act (“DMCA”) and other applicable laws. If you are the copyright owner or agent thereof and believe that content posted on the Everytale Services infringes upon your copyright, please submit a notice following our DMCA Guidelines, which include further information about our policies, what to include in your notice, and where to submit your notice.

11. Trademarks

EVERYTALE, the Everytale logos, and any other product or service name, logo, or slogan used by Everytale, and the look and feel of the Everytale Services, including all page headers, custom graphics, button icons, and scripts, are trademarks or trade dress of Everytale, and may not be used in whole or in part in connection with any product or service that is not Everytale’s, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Everytale, without our prior written permission. Any use of these trademarks must be in accordance with the Everytale Trademark Guidelines.

All other trademarks referenced in the Everytale Services are the property of their respective owners. Reference on the Everytale Services to any products, services, processes, or other information by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation thereof by us or any other affiliation.

12. Third-Party Content

In addition to the User Content, Everytale may provide other third-party content on the Everytale Services (collectively, the “Third-Party Content”). Everytale does not control or endorse any Third-Party Content and makes no representation or warranties of any kind regarding the Third-Party Content, including without limitation regarding its accuracy or

completeness. Please be aware that we do not create Third-Party Content, update, or monitor it. Therefore we are not responsible for any Third-Party Content on the Everytale Services.

You are responsible for deciding if you want to access or use third-party websites or applications that link from the Everytale Services (the “Reference Sites”). Everytale does not control or endorse any such Reference Sites or the information, materials, products, or services contained on or accessible through Reference Sites, and makes no representations or warranties of any kind regarding the Reference Sites. In addition, your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Everytale Services are solely between you and such advertiser. Access and use of Reference Sites, including the information, materials, products, and services on or available through Reference Sites is solely at your own risk.

13. Idea Submission

By submitting ideas, suggestions, documents, and/or proposals (the “Submissions”) to Everytale or its employees, you acknowledge and agree that Everytale shall be entitled to use or disclose such Submissions for any purpose in any way without providing compensation or credit to you.

14. Termination

To the fullest extent permitted by applicable law, Everytale reserves the right, without notice and in our sole discretion, to terminate your license to use the Everytale Services (including to post User Content) and to block or prevent your future access to and use of the Everytale Services, including where we reasonably consider that: (a) your use of the Everytale Services violates these Terms of Service or applicable law; (b) you fraudulently use or misuse the Everytale Services; or (c) we are unable to continue providing the Everytale Services to you due to technical or legitimate business reasons. Our right to terminate your license includes the ability to terminate or to suspend your access to any purchased products or services, including any subscriptions, Everytale Prime, or Turbo accounts. To the fullest extent permitted by applicable law, your only remedy with respect to any dissatisfaction with: (i) the Everytale Services, (ii) any term of these Terms of Service, (iii) any policy or practice of Everytale in operating the Everytale Services, or (iv) any content or information transmitted through the Everytale Services, is to terminate your account and to discontinue use of any and all parts of the Everytale Services.

For residents of the Republic of Korea, except in the case where Everytale reasonably considers that giving notice is legally prohibited (for instance, when providing notice would either (i) violate applicable laws, regulations, or orders from regulatory authorities or (ii) compromise an ongoing investigation conducted by a regulatory authority) or that any notice may cause harm to you, third parties, Everytale, and/or its affiliates (for instance, when providing notice harms the security of the Everytale Services), Everytale will without delay notify you of the reason for taking the relevant step.

15. Disputes

a. Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold harmless Everytale, its affiliated companies, and each of our respective contractors, employees, officers, directors, agents, third-party suppliers, licensors, and partners (individually and collectively, the "Everytale Parties") from any claims, losses, damages, demands, expenses, costs, and liabilities, including legal fees and expenses, arising out of or related to your access, use, or misuse of the Everytale Services, any User Content you post, store, or otherwise transmit in or through the Everytale Services, your violation of the rights of any third party, any violation by you of these Terms of Service, or any breach of the representations, warranties, and covenants made by you herein. You agree to promptly notify the Everytale Parties of any third-party claim, and Everytale reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Everytale, and you agree to cooperate with Everytale's defense of these claims. Everytale will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

b. Disclaimers; No Warranties

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (A) THE EVERYTALE SERVICES AND THE CONTENT AND MATERIALS CONTAINED THEREIN ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN WRITING BY EVERYTALE; (B) THE EVERYTALE PARTIES DISCLAIM ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AS TO THE EVERYTALE SERVICES, INCLUDING ANY INFORMATION, CONTENT, OR MATERIALS CONTAINED THEREIN; (C) EVERYTALE DOES NOT REPRESENT OR WARRANT THAT THE CONTENT OR MATERIALS ON THE EVERYTALE SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE; (D) EVERYTALE IS NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS OR OMISSIONS RELATING TO TEXT OR PHOTOGRAPHY; AND (E) WHILE EVERYTALE ATTEMPTS TO MAKE YOUR ACCESS AND USE OF THE EVERYTALE SERVICES SAFE, EVERYTALE CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE EVERYTALE SERVICES OR OUR SERVER(S) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, AND THEREFORE, YOU SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM EVERYTALE OR THROUGH THE EVERYTALE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

c. Limitation of Liability and Damages

i. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (A) IN NO EVENT SHALL EVERYTALE OR THE EVERYTALE PARTIES BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE

EVERYTALE SERVICES, THE CONTENT OR THE MATERIALS, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE ON ANY INFORMATION OBTAINED FROM EVERYTALE, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO EVERYTALE'S RECORDS, PROGRAMS, OR SERVICES; AND (B) IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EVERYTALE, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE, OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY, OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE EVERYTALE SERVICES EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE EVERYTALE SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM OR ONE HUNDRED DOLLARS, WHICHEVER IS GREATER. [1] TO THE EXTENT THAT APPLICABLE LAW PROHIBITS LIMITATION OF SUCH LIABILITY, EVERYTALE SHALL LIMIT ITS LIABILITY TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW.

ii. Reference Sites

THESE LIMITATIONS OF LIABILITY ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY YOU BY REASON OF ANY PRODUCTS OR SERVICES SOLD OR PROVIDED ON ANY REFERENCE SITES OR OTHERWISE BY THIRD PARTIES OTHER THAN EVERYTALE AND RECEIVED THROUGH OR ADVERTISED ON THE EVERYTALE SERVICES OR RECEIVED THROUGH ANY REFERENCE SITES.

iii. Basis of the Bargain

YOU ACKNOWLEDGE AND AGREE THAT EVERYTALE HAS OFFERED THE EVERYTALE SERVICES, USER CONTENT, MATERIALS, AND OTHER CONTENT AND INFORMATION, SET ITS PRICES, AND ENTERED INTO THESE TERMS OF SERVICE IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND EVERYTALE, AND THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND EVERYTALE. EVERYTALE WOULD NOT BE ABLE TO PROVIDE THE EVERYTALE SERVICES TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

d. Applicable Law and Venue

(i) To the fullest extent permitted by applicable law, you and Everytale agree that if you are a Subscribing Organization or a consumer resident of a jurisdiction other than those in (ii) below, the following governing law and arbitration provision applies:

PLEASE READ THE FOLLOWING CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH EVERYTALE AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM EVERYTALE.

You and Everytale agree to arbitrate any dispute arising from these Terms of Service or your use of the Everytale Services, except that you and Everytale are not required to arbitrate any dispute in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents. ARBITRATION PREVENTS YOU FROM SUING IN COURT OR FROM HAVING A JURY TRIAL. You and Everytale agree that you will notify each other in writing of any dispute within thirty (30) days of when it arises. Notice to Everytale shall be sent to: Everytale Interactive, Inc., Attn: 2093 Philadelphia Pike #2211, Claymont, Delaware, USA 19703. You and Everytale further agree: to attempt informal resolution prior to any demand for arbitration; that any arbitration will occur in Georgetown, Delaware; that arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of JAMS; and that the state or federal courts in Georgetown, Delaware have exclusive jurisdiction over any appeals of an arbitration award and over any suit between the parties not subject to arbitration. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available in court. Any dispute between the parties will be governed by this Agreement and the laws of the State of Delaware and applicable United States law, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction. Whether the dispute is heard in arbitration or in court, you and Everytale will not commence against the other a class action, class arbitration, or other representative action or proceeding.

(ii) If you are a resident in any jurisdiction in which the provision in the section above is found to be unenforceable, then any disputes, claims, or causes of action arising out of or in connection with these Terms of Service will be governed by and construed under the laws of your jurisdiction of residence, and shall be resolved by competent civil courts within your jurisdiction of residence.

e. Claims

YOU AND EVERYTALE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE EVERYTALE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

16. Miscellaneous

a. Waiver

If we fail to exercise or enforce any right or provision of these Terms of Service, it will not constitute a waiver of such right or provision. Any waiver of any provision of these Terms of Service will be effective only if in writing and signed by the relevant party.

b. Severability

If any provision of these Terms of Service is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from these Terms of Service to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.

c. Assignment

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Everytale without restriction. Any assignment attempted to be made in violation of this Terms of Service shall be void.

d. Survival

Upon termination of these Terms of Service, any provision which, by its nature or express terms should survive, will survive such termination or expiration, including, but not limited to, Sections 7, 8, 11, 12, and 15-17.

e. Entire Agreement

The Terms of Service, which incorporate the Terms of Sale and the Community Guidelines, is the entire agreement between you and Everytale relating to the subject matter herein and will not be modified except by a writing signed by authorized representatives of both parties, or by a change to these Terms of Service made by Everytale as set forth in Section 6 above.

17. Requests for Information and How to Serve a Subpoena

All requests for information or documents related to potential, anticipated, or current legal proceedings, investigations, or disputes must be made using the appropriate level of legal process, and must be properly served on Everytale via the Corporation Service Company (CSC), Everytale's national registered agent. Please find below the Delaware address for CSC (the CSC office in your jurisdiction may be located through the Secretary of State's website):

Everytale, Inc.

2093 Philadelphia Pike #2211,

Claymont, Delaware,

USA 19703

Please note that Everytale does not accept requests for information or documents, or service of process, via e-mail or fax and will not respond to such requests. All requests must include the information you may have that will help us identify the relevant records (particularly, the Everytale Service at issue, e.g., www.everytale.net), the specific information requested, and its relationship to your investigation. Please also note that limiting your request to the relevant records (e.g., a limited time period) will facilitate efficient processing of your request.

The Everytale Services are offered by Everytale Interactive, Inc., located at 2093 Philadelphia Pike #2211, Claymont, Delaware, USA 19703 and email: vm@everytale.net. If you are a Delaware resident, you may have this same information emailed to you by sending a letter to the foregoing address with your email address and a request for this information.

Privacy Notice

This Everytale Privacy Notice applies to your use of www.everytale.net, and any other websites, applications, or services provided, owned, or operated by Everytale Interactive, Inc. (with its affiliates, "Everytale") that link to this Privacy Notice (collectively, the "Everytale Services"). Everytale values the privacy of users, subscribers, publishers, members, and others who visit and use the Everytale Services (collectively or individually, "you" or "users") and wants you to be familiar with how we collect, use, and disclose personal information from and about you. This notice describes our privacy policy. By visiting www.everytale.net, setting up your Everytale account, or using the Everytale Services, you are accepting the practices described in this Privacy Notice, to the extent permitted by law.

You may share personal information when using the Everytale Services. One example is when you provide information about yourself as part of the Everytale account creation process. Another is when you take certain actions on the Everytale Services that are public or intended to be public in nature, such as when you broadcast content, participate in a chat room, post profile information, follow a channel, or subscribe to a broadcast channel. Given the social nature of some of the Everytale Services, that information may be collected, used, or disclosed by others who are part of that social interaction. In addition, some features of the Everytale Services are designed to provide others with information about user activity, such as identifying the user who created a particular Clip or the subscription status of users for a given channel. We encourage you to be mindful of this when considering your activity on the Everytale Services.

Storage and access to cookies that are set in connection with the Everytale Services are governed by the Everytale Cookie Policy ("Cookie Policy").

Personal Information Everytale Collects About You

We obtain information about you through the means discussed below when we provide the Everytale Services. Please note that we need certain types of information so that we can provide the Everytale Services to you. If you do not provide us with such information, or ask us to delete it, you may no longer be able to access or use the Everytale Services.

User-provided Information: You may provide a variety of information about yourself to us, such as your name, organization name, videos, and image (in any content you upload), Everytale username, email address, postal mailing address, telephone number, credit card number, and billing information when you register for Everytale Services; upload, purchase, view, or download certain content or products from the Everytale Services; enter contests; or otherwise use the features and functionality of the Everytale Services.

Automatically Collected Information: When you access the Everytale Services or open one of our emails, we automatically record and store certain information about your system by using cookies and other types of technologies. Cookies are small text files containing a string of alphanumeric characters that are sent to your browser. For information about what cookies are, how they work, how Everytale uses them, and how to remove them, please see our Cookie Policy . Examples of such information we automatically collect include Internet Protocol address ("IP Address"), a unique user ID, device and browser types and identifiers,

referring and exit page addresses, software and system type, and information about your usage of Everytale Services. Examples of how Everytale uses automatically collected information include to: (a) automatically update the Everytale application on your system; (b) remember your information so that you will not have to re-enter it during your visit or the next time you access the Everytale Services; (c) provide customized advertisements, content, and information; (d) monitor the effectiveness of marketing campaigns; (e) monitor and store aggregate site usage metrics such as total number of visitors and pages accessed; and (f) track your entries, submissions, and status in any promotions or other activities.

Information from Other Sources: We may obtain additional information from third parties and sources other than the Everytale Services. For example, we may obtain additional information from advertisers, games or services you use, or social media networks (such as Facebook) for which you have approved our access. When you access the Everytale Services through social media networks or when you connect the Everytale Services to social media networks, you are authorizing Everytale to collect, store, and use such additional information and content in accordance with this Privacy Notice. We may also obtain information from third-party services regarding your use of such services, including about your use of the content you choose to broadcast through the Everytale Services. We use this information to supplement the information we collect about you in order to provide more relevant, safer experiences for you with the Everytale Services and improve the Everytale Services, analytics, and advertising. If we combine or associate information from other sources with information that we collect through the Everytale Services, we will treat the combined information in accordance with this Privacy Notice.

How Everytale Uses Personal Information

Everytale uses such information to operate, maintain, enhance, provide, create, and develop all of the features, functionality, and services (new or existing) found on the Everytale Services; provide security for our websites, products, software, or applications; manage relationships with Everytale account holders (e.g., Partners, Affiliates), including making or receiving payment; improve users' experience with Everytale by providing content recommendations and by delivering content that we hope users will find relevant and interesting, including advertising and marketing messages; allow you to comment on content, and participate in online games, contests, or rewards programs; prevent fraud and abuse; and understand the usage trends of our users.

We use your email address and/or telephone number to communicate with you, including to notify you of major Everytale Services updates, for customer service purposes, or to contact you regarding any content that you have posted to or downloaded from the Everytale Services. If you want to stop receiving notifications by telephone, reply STOP to any text message from us. Note that we may still send you additional informational or transactional notifications.

Everytale may periodically send promotional materials or notifications to you related to the Everytale Services. If you want to stop receiving promotional materials, you can go to your account settings once you have logged in to the Everytale Services or follow the unsubscribe instructions at the bottom of any email from us. If you have installed a mobile app and you wish to stop receiving push notifications, you can change the settings either on your mobile device or through the app.

In certain cases, we have a legal obligation to collect and process your personal information (such as our obligation to share data with tax authorities).

We may also ask for your consent to process your personal information for a specific purpose that we communicate to you. When you consent to our processing your personal information for a specified purpose, you may withdraw your consent at any time and we will stop the processing of your data for that purpose.

Everytale will rely on legal grounds to process your personal information to the extent permitted by applicable law, which may include, without limitation: to honor contractual commitments, to take steps in anticipation of entering into contract, to fulfill legal obligations, your consent, and Everytale's legitimate interests.

When Everytale Discloses Personal Information

We share such information as described below:

We disclose such information to service providers working on our behalf, such as, to: provide website hosting, maintenance, and security services; fulfill orders; conduct data analysis and create reports; offer certain functionality; or assist Everytale in improving the Everytale Services and creating new services and features. We require that these parties process such information in compliance with this Privacy Notice, we authorize them to use the information only for the purposes for which it is provided to them, and we require them to use reasonable confidentiality measures.

Everytale may make information available to our affiliates (meaning entities controlled by, controlling, or under common control with Everytale), including Amazon.com, Inc. and its subsidiaries that are either subject to this Privacy Notice or follow practices at least as protective as those described in this Privacy Notice.

Everytale may disclose user information if we believe in good faith that such disclosure is necessary to comply with U.S. state and federal laws or other applicable laws around the world (for example, in the country of your residence), or respond to a court order, judicial or other government request, subpoena, or warrant in the manner legally required.

Everytale also reserves the right to disclose information that we believe, in good faith, is appropriate or necessary to protect Everytale from potential liability or from fraudulent, abusive, or unlawful uses; investigate and defend ourselves against third-party claims, or allegations; protect the security or integrity of the Everytale Services; or protect the rights, property, or safety of Everytale, our users, or others.

Other than as set out in this Privacy Notice, you will receive notice when personal information about you might be shared with third parties and you will have an opportunity to choose not to share the information.

Data Subject Rights and Your Choices

Everytale's Privacy Choices page describes your privacy options with respect to the Everytale services, including information about how you may be able to review, update, or delete information that Everytale may have about you. You may decline to share certain information with Everytale, in which case Everytale may not be able to provide to you some of the features and functionality found on the Everytale Services. If you have created a Everytale Services account, depending on the service, you may be able to update your profile information and preferences or disable your account by logging in and going to the settings page -- for example, www.everytale.net.

For other requests to review, update, delete, or otherwise limit Everytale's use of information that you have provided directly to Everytale, you may contact privacy@everytale.net. In your request, please include your email address, name, address, and telephone number and specify all relevant background. To protect your privacy and security, we may take steps to verify your identity before granting you access or making corrections to your information. You are responsible for maintaining the secrecy of your unique password and account information at all times.

Residents of the European Economic Area ("EEA"), can exercise certain data subject rights available to them under applicable data protection laws. We will comply with requests to exercise these rights in accordance with applicable law. Please note that in some circumstances, we may need to keep processing your information for certain legitimate interests or to comply with a legal obligation. If these rights apply to you, they may permit you to request that we:

- Obtain access to or a copy of certain personal information we hold about you.
- Prevent the processing of your personal information for direct marketing purposes (including any direct marketing processing based on profiling).
- Update personal information that is out of date or incorrect.
- Delete certain personal information we hold about you.
- Restrict the way that we process and disclose specific personal information about you.
- Transfer your personal information to a third-party provider of services.
- Revoke consent that you previously provided for the processing of your personal information.

For more information on how to exercise these rights, [click here](#). If applicable, you may make a complaint to the data protection supervisory authority in the country where you are based. Alternatively, you may seek a remedy through local courts if you believe your rights have been breached.

Third-Party Services and Websites

The Everytale Services may link to third-party websites or services. The privacy practices of those third parties are not governed by this Privacy Notice. We encourage you to review the privacy policies of these third-party websites and services to understand their practices.

If you connect to a third-party service (such as Facebook, Twitter, or another third-party application) through the Everytale Services or otherwise link your Everytale account with a third-party service, you are requesting and authorizing us to share or grant access to information on your behalf (such as your username, the fact that your connection originated from the Everytale Services, and other relevant usage and diagnostic information) with such third party. We may also send information about the content you watch or your activities on the Everytale Services to such third parties. For example, we may make information available to app developers, game developers, and game publishers to facilitate purchases and awards of digital goods, such as games and in-game items.

Extensions

The Everytale Extensions program allows broadcasters to embed interactive, custom, third-party content and applications on their channel pages. You can find out more about the

specific Extension(s) operating on a given channel by clicking on the attribution links or icons that Everytale will make available on the channel page, for example, on the Everytale video player or at the bottom of an Extension's panel.

Interaction by a viewer with an Extension or with the channel on which the Extension is activated will provide the developer that operates the Extension with viewer information of the nature described above in "Automatically Collected Information." Everytale does not provide access to your user name or ID to third-party Extension developers as part of the Everytale Extensions program unless you click "Grant Access" within the Extension or you install an Extension on your channel. You are responsible for any information you provide to the developer independently, for example, through a web form on the Extension or visiting that developer's website.

We require Extension developers to process data about you only for the purposes set forth in our developer agreement. We encourage you to visit an Extension's detail page to review any privacy policy posted by the developer, which may include additional information on their privacy practices.

Advertisers and Analytics Providers

Everytale may use third-party Web analytics services in connection with the Everytale Services. These service providers use a variety of tracking technologies such as cookies to analyze how users use the Everytale Services. The information collected (described above in "Automatically Collected Information") may be shared with or collected directly by these services and processed to evaluate your use of the Everytale Services.

Everytale may also work with third-party ad networks, advertisers, and advertising analytics providers to target (and measure the performance of) ads to you both on and off the Everytale Services. We may share with these third parties (or they may directly collect) data such as cookie and mobile ad identifiers in order to engage in advertising activity (including to understand how you respond to advertisements and to serve relevant ads). Everytale also works with third parties to serve ads to you off Everytale's Services. When we do so, we may share information such as your email address or resettable device identifier for that advertising partner to "match" to other information that may have about you.

Advertisers on Everytale, or representatives or service providers working on their behalf ("Everytale Advertisers"), sometimes use technology to serve ads that appear on our services directly to your device. They automatically receive certain data, such as your IP address, when this happens. They may also use cookies (or similar technologies) to measure the effectiveness of their ads and to personalize ad content. This Privacy Notice does not apply to, and we cannot control the tracking technologies and activities of Everytale Advertisers and you should consult their respective privacy policies. For more information about Everytale Advertisers and similar entities that use these technologies, and to opt-out of their advertising practices, go to our Privacy Choices page.

Do Not Track

Do Not Track ("DNT") is a privacy preference that users can set in certain web browsers. DNT is a way for users to inform websites and services that they do not want certain

information about their webpage visits collected over time and across websites or online services. We are committed to providing you with meaningful choices about the information collected on our website for third-party purposes, and that is why we provide the Network Advertising Initiative, Your Online Choices and the Digital Advertising Alliance opt-out links above. However, Everytale does not recognize or respond to browser-initiated DNT signals.

Data Security

Everytale uses a variety of managerial, technical, and physical measures to protect the integrity and security of your information. These measures may vary based on the sensitivity of your information. However, no security precautions or systems can be completely secure. We cannot ensure or warrant the security of any information you transmit to Everytale, and you do so at your own risk. We cannot guarantee that such information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards.

Retention of Your Information

Everytale maintains data related to your usage of Everytale for as long as it is required in order to fulfill the relevant purposes described in this Privacy Notice, as may be required (or permitted) by law such as for tax and accounting purposes, or as otherwise communicated to you. Once you have asked us to close your account and delete your profile information, we will delete all information that we are not required or permitted to retain by law.

Children's Privacy

IF YOU ARE UNDER 13 YEARS OF AGE, THEN PLEASE DO NOT USE OR ACCESS THE EVERYTALE SERVICES AT ANY TIME OR IN ANY MANNER.

Protecting the privacy of young children is especially important. For that reason, Everytale does not knowingly collect or maintain personal information (as defined by the United States Children's Online Privacy Protection Act) from persons under 13 years-of-age. If Everytale learns that personal information of persons under 13 has been collected on or through the Everytale Services, Everytale will take appropriate steps to delete this information.

If you are the parent or legal guardian of a child under 13 who has become a Everytale Services member, then please contact Everytale at privacy@everytale.net to have that child's account terminated and personal information deleted.

For residents of the EEA, where the processing of personal information is based on consent, Everytale will not knowingly engage in that processing for users under the age of consent established by applicable data protection law. If we learn that we are engaged in that processing with such users, we will halt such processing and will take reasonable measures to promptly remove applicable information from our records.

Merger or Sale

In the event that Everytale, or some or all assets related to the Everytale Services are acquired by or merged with a third-party entity or in connection with a contemplated change of ownership transaction, we reserve the right, in any of these circumstances, to

transfer or assign the information that we have collected from users as part of that merger, acquisition, sale, or other change of control event, including in the course of diligence.

International Data Transfers

Information collected by Everytale may be stored and processed in your region, in the United States (for instance in our major data centers), or in any other country where Everytale or its affiliates, subsidiaries, partners, or service providers are located or maintain facilities. If we provide any information about you to any such entities, we will take appropriate measures to ensure such companies protect your information adequately in accordance with this Privacy Notice and applicable law.

Changes and Updates to This Privacy Notice

Everytale reserves the right to change, modify, add, or remove portions of this Privacy Notice at any time (for example to reflect updates to the Everytale Services or to reflect changes in the law). Please check this Privacy Notice periodically for those changes. Your continued use of the Everytale Services after the posting of changes constitutes your binding acceptance of such changes.

We will not materially change our policies and practices to make them less protective of personal information collected in the past under a prior version of the Privacy Notice without the consent of affected individuals

Everytale Contact Information

Please contact Everytale with any questions or comments about this Privacy Notice at 2093 Philadelphia Pike #2211, Claymont, Delaware, 19703 or by email to privacy@everytale.net. We will respond to your inquiry within 30 days of its receipt. If you are a Delaware resident, you may have this same information emailed to you by sending a letter to the foregoing address with your email address and a request for this information.

Delaware Privacy Disclosures

Click here to read additional disclosures required under the Delaware Consumer Privacy Act and other Delaware laws (<https://delcode.delaware.gov/title6/c012c/index.shtml>).

Digital Millennium Copyright Act Notification Guidelines

It is our policy to respond to clear notices of claimed copyright infringement that fully comply with the Digital Millennium Copyright Act. In addition, we will promptly terminate without notice the accounts of those determined by us to be “repeat infringers”.

Please note that under 17 U.S.C. Section 512(f), any person who knowingly materially misrepresents that material or activity is infringing, or that material or activity was removed or disabled by mistake or misidentification, may be subject to liability. Everytale may, at its discretion, share a copy of your notification or counter-notification with third parties (this may include sharing the information with the account holder engaged in the allegedly infringing activity or for publication).

Notification of Infringement

If you are a copyright owner or an agent thereof, and you believe that any material content hosted on our websites infringes your copyrights, then you may submit a written notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing Everytale’s Designated Copyright Agent with the following information in writing:

Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works.

Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Everytale to locate the material. Providing a link to the broadcaster’s feed and the timestamp of the particular segment of the feed at which you believe there has been an infringement is the best way to help us locate content quickly.

Include 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.

The information in the notification is accurate, and a statement under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. (For example, “The information in this notification is accurate, and under penalty of perjury, I am the owner, or an agent authorized to act on behalf of the owner, of an exclusive right that is allegedly infringed.”)

Information reasonably sufficient to permit Everytale to contact you, such as an address, telephone number, and, if available, an email address at which you may be contacted.

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed (typing your full legal name is sufficient).

If you fail to comply with all of the requirements of the DMCA for notifications, we may not act on your communication.

Counter-Notification

If you elect to send us a counter notification, to be effective it must be a written communication that includes all of the following:

Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.

Include a statement that:

You consent to the jurisdiction of Federal District Court for the judicial district in which your address is located, or if your address is outside of the United States, the judicial district in which Everytale is located, and will accept service of process from the claimant. (For example, “I consent to the jurisdiction of the Federal District Court for the district in which my address is located, or if my address is outside of the United States, the judicial district in which Everytale is located, and will accept service of process from the claimant.”)

You swear, under penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled. (For example, “I swear, under penalty of perjury, that I have a good

faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.”

Your full legal name, email address, physical address, and telephone number.

Your physical or electronic signature (typing your full legal name is sufficient).

If you fail to comply with all of the requirements of the DMCA for counter-notifications, we may not act on your communication.

Retractions

Everytale honors retractions of claimed copyright infringement notices from the party that originally submitted them, to the extent possible. If you are affected by a notice, you can reach out to the claimant directly to seek a retraction. Please note, however, that Everytale may not be able to reinstate certain content.

If you wish to retract your claimed copyright infringement notice, please email vm@everytale.net from the same email address as your original notification. Note that we cannot process retractions that are sent from a different email address. Your retraction must include the following:

Clearly identify the material you wish to retract, include a specific URL

The date of your original notification and the Claim ID, if applicable

An electronic or physical signature (typing your full legal name will do)

Designated Copyright Agent

Everytale, Inc. operates www.everytale.net

Everytale’s Designated Copyright Agent to receive notifications and counter-notifications of claimed infringement can be reached as follows:

Email: vm@everytale.net

Mailing Address: Attention: 2093 Philadelphia Pike #2211, Claymont, Delaware, USA 19703

Only DMCA-related notifications should be sent to Everytale’s Designated Copyright Agent. Any other requests for support or other communications should be directed to Everytale customer service through vm@everytale.net.

Repeat Infringer Policy

Everytale will promptly terminate any user’s access to the Everytale Service if that user is determined by Everytale to be a “repeat infringer” of copyrighted works. Everytale may, at its sole discretion, limit access to the Everytale Service and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

Community Guidelines

At Everytale, our mission is to provide the best shared social video experience created by our growing community where creators and communities can interact safely. To achieve this goal, we ask that all users participate in such a way that promotes a friendly, positive experience for our global community.

In addition to our Terms of Service, we provide the following guidelines for our community. These guidelines fall under a common sense philosophy and apply to all user generated content and activity on our services. This is considered a living document that we regularly update based on the evolution of the Everytale community and service. Additional guidelines or specific exceptions may be applicable for certain services or properties under the Everytale Service.

To protect the integrity of our community, as the provider of the service, we at Everytale reserve the right to suspend any account at any time for any conduct that we determine to be inappropriate or harmful. Such actions may include: removal of content, a strike on the account, and/or suspension of account(s). Please refer to this page for more detail: [About Suspensions](#).

Breaking the Law

You must respect all applicable local, national, and international laws while using our services. Any content or activity featuring, encouraging, offering, or soliciting illegal activity is prohibited.

Suspension Evasion

All suspensions are binding until expiration or removal upon appeal. Any attempt to circumvent an account suspension or chat ban by using other accounts, identities, personalities, or presence on another user's account will also result in suspension. Suspension evasion will not only increase the length of suspension, but may lead to an indefinite suspension.

Self-Destructive Behavior

Any activity that may endanger your life or lead to your physical harm is prohibited. This includes, but is not limited to: suicide threats, intentional physical trauma, illegal use of drugs, illegal or dangerous consumption of alcohol, and dangerous or distracted driving. We do not make exceptions for self destructive behavior performed as a stunt or gag made in jest, or meant to entertain, when the behavior could reasonably be expected to cause physical injury.

Violence and Threats

Acts and threats of violence will be taken seriously and are considered zero-tolerance violations and all accounts associated with such activities will be indefinitely suspended. This includes, but is not limited to:

Attempts or threats to physically harm or kill others

Attempts or threats to hack, DDOS, or SWAT others

Use of weapons to physically threaten, intimidate, harm, or kill others

Hateful Conduct and Harassment

Hateful conduct is any content or activity that promotes, encourages, or facilitates discrimination, denigration, objectification, harassment, or violence based on race, ethnicity, national origin, religion, sex, gender, gender identity, sexual orientation, age, disability or serious medical condition or veteran status, and is prohibited. Any hateful

conduct is considered a zero-tolerance violation. We will take action on all accounts associated with such conduct with a range of enforcement actions, including and up to indefinite suspension.

Harassment is any content or activity that attempts to intimidate, degrade, abuse, or bully others, or creates a hostile environment for others, and is prohibited. Depending on the severity of the offense, your account may be indefinitely suspended on the first violation.

We prohibit using Everytale to facilitate hateful conduct or harassment, whether the targets are on or off Everytale. Individuals, communities or organizations that do so are not allowed to use our services. We may take action against users for hateful conduct or harassment that occurs off Everytale services that is directed at Everytale users.

Learn more about our hateful conduct and harassment policies and enforcement.

Unauthorized Sharing of Private Information

Do not invade the privacy of others. It is prohibited to share content that may reveal private personal information about individuals, or their private property, without permission. This includes but is not limited to:

- Sharing personally identifiable information (such as real name, location, or ID)
- Sharing restricted or protected social profiles or any information from those profiles
- Sharing content that violates another's reasonable expectation of privacy, for example streaming from a private space, without permission
- Impersonation

Content or activity meant to impersonate an individual or organization is prohibited. Any attempts to misrepresent yourself as a member of Everytale representatives is a zero-tolerance violation and will result in indefinite suspension.

Spam, Scams, and Other Malicious Conduct

Any content or activity that disrupts, interrupts, harms, or otherwise violates the integrity of Everytale services or another user's experience or devices is prohibited. Such activity includes:

- Posting large amounts of repetitive, unwanted messages or user reports
- Distributing unauthorized advertisements
- Phishing
- Defrauding others
- Spreading malware or viruses
- Misinformation (such as feigning distress, posting misleading metadata, or intentional channel miscategorization)
- Tampering (such as artificially inflating follow or live viewer stats)
- Selling or sharing user accounts
- Reselling Everytale services or features (such as channel Moderator status)
- Defacing, or attempting to deface, website pages or other Everytale services (such as uploading inappropriate or malicious content)
- Cheating a Everytale rewards system (such as the Drops or channel points systems)

Nudity, Pornography, and Other Sexual Content

Nudity and sexually explicit content or activities, such as pornography, sexual acts or intercourse, and sexual services, are prohibited.

Content or activities that threaten or promote sexual violence or exploitation are strictly prohibited and may be reported to law enforcement. Child exploitation will be reported to authorities via the National Center for Missing & Exploited Children.

Sexually suggestive content or activities are also prohibited, although they may be allowed in educational contexts or for pre-approved licensed content, in each case subject to additional restrictions.

Learn more about our sexual content policies and enforcement.

Extreme Violence, Gore, and Other Obscene Conduct

Content that exclusively focuses on extreme or gratuitous gore and violence is prohibited.

Intellectual Property Rights

You should only share content on Everytale that you own, or that you are otherwise authorized to share on Everytale. If you share content on Everytale that you do not own or otherwise do not have the rights to share on Everytale, you may be infringing another person's intellectual property rights. This includes any third party content included in your content, derivative creations, or performances of others' copyrighted content. We encourage you to assess your content for adherence to applicable intellectual property laws and the proper application of principles such as fair use, and to secure all appropriate rights needed, before sharing your content on Everytale.

Any unauthorized content you share on Everytale may be subject to a takedown by the rights holder(s) to remove the infringing content from Everytale, and is a violation of our Terms of Service and Community Guidelines. Multiple violations of our policies may lead to a permanent suspension of your account.

Examples of content you cannot share on Everytale without permission from the copyright owners or other authorization include:

- Unauthorized sharing of other Everytale creators' content
- Usage of unauthorized private servers
- Sharing content from other sites
- Showing movies, television shows, or sports matches
- Playing music you do not own or do not have the rights to share

Content Labeling

You are expected to accurately label your content to the best of your ability. When choosing a category or tag, please choose whichever best describes your content. Deliberate or extensive misuse of titles, tags, games/categories, or other metadata are prohibited.

Terms of sale

The use of the Everytale Services, access to which is provided on a reimbursable basis, is performed by the User on the terms and conditions specified on the Site (in respect of a particular Network - on the corresponding web page of the Site containing the subject, conditions and payment for the use of the Network, which are mandatory for the User in his relations with the Organizer), as well as in accordance with the provisions of this Agreement.

Providing access to the Organizer's Networks, the Website Administrator acts as the Organizer's Agent, by his order and on behalf of the Organizer, posting information about the terms and conditions of using the Network on the Website, as well as executing a transaction by receiving from the User remuneration for the Network on behalf and in the interests of the Organizer and its subsequent transfer to the Organizer (minus the remuneration and expenses of the Agent, as provided by the Agreement and the Terms of placing the Networks on the Platform). The rights and obligations in relation to the use of the Set shall arise directly between the User and the Organizer. All claims of the User to the subject matter and terms of use of the Set are made to the Organizer. Under no circumstances shall the Website Administrator be liable for the Organizer.

With regard to the Networks, access to which is provided on a paid basis, the User makes a payment in accordance with the terms and method specified on the Site. All payment costs (commissions and expenses of banks, payment systems and terminals of the payer) are borne by the User. In case of payment for access to the Networks by the User's debit or credit card or by other electronic means of payment, the User is responsible for the legality and validity of such payment.

Unless otherwise stated on the Site, the cost of access to the Set includes the cost of access of only one person. Access to the Site shall be deemed realized by the User from the moment the payment for the Site is made, provided that the payment is made:

(i)

Any one-time use of the Set (part of it) by the User through their account (account) (including partial viewing/listening or otherwise)

(ii)

the expiry of 1 (one) day from the moment the User accesses the Set. User's access to the Set is maintained for (a) three years from the date of Access to the Set ("Set Access Term") if User has the Site/Platform mobile application installed and User has paid for Access to the Set through Google Play mobile application stores, The App Store or similar online mobile application stores and (b) within two years in case the User has paid for the Access to the Set via the Site/Platform payment system and in all other cases, unless another Term of Access to the Set is specified on the Site. Extension of the Terms of Access to the Set is available for an additional fee. In case of termination of this Agreement due to circumstances related to the User (including, violation of any obligation from the Agreement by the User or deletion by the User of his/her account (account) or declared refusal of access to the Set after the moment of realization of such access (as specified above)), the

User's expenses, including payment for the Settings placed on a compensatory basis, are not subject to compensation.

Taxes

Funds receiving party is responsible for any applicable national, state, or local sales or use taxes, value added taxes ("VAT") or similar taxes or fees payable in connection with your purchase of any products, services, or content for yourself or as a gift. As the purchaser of a subscription or digital good for another party as a gift, taxes, or other fees on that transaction will be calculated based on your country of residence. If you do not pay such sales or other tax or fee on a transaction, you will be responsible for such taxes or fees in the event that they are later determined to be payable on such sale, and Everytale reserves the right to collect such taxes or other fees from you at any time.