

## End User License Agreement

This End User License Agreement (“Agreement”) is a binding agreement between you (“End User,” “Licensee,” or “you”) and Wakiva Games (“Licensor”) (Wakiva Games is part of Wakiva, LLC). This Agreement governs your use of the game software identified below, including all related documentation (collectively, the “Application”). The Application is licensed, not sold, to you.

BY CLICKING THE “I AGREE” BUTTON IN THE APPLICATION YOU:

- A. ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT;
- B. REPRESENT THAT YOU ARE EIGHTEEN (18) YEARS OF AGE OR OLDER, OR IF YOU ARE NOT EIGHTEEN (18) YEARS OF AGE, THEN YOUR PARENTS OR LEGAL GUARDIAN (1) HAVE REVIEWED AND ACCEPTED THIS AGREEMENT, AND (2) AGREE THAT THIS AGREEMENT WILL BE LEGALLY BINDING UPON YOU AND YOUR PARENTS; AND
- C. ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.

IF YOU DO NOT AGREE TO THESE TERMS, THEN DO NOT INSTALL AND/OR USE THE APPLICATION, AND DELETE IT FROM ANY AND ALL DEVICES UNDER YOUR DIRECT OR INDIRECT CONTROL.

**WARNING: YOUR USE OF THE APPLICATION SHALL INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT.**

WE MAY UPDATE AND MODIFY THIS AGREEMENT FROM TIME TO TIME. YOU AGREE TO PERIODICALLY CHECK OUR WEBSITE FOR ANY UPDATES TO THIS AGREEMENT. YOUR CONTINUED USE OF THE APPLICATION MEANS THAT YOU HAVE ACCEPTED THOSE MODIFICATIONS.

1. License Grant. Subject to the terms of this Agreement, Licensor grants you a limited, non-exclusive, and nontransferable license to:
  - a. The Application: Yōso Warriors. The Application is provided in object code only.
  - b. Download, install, and use the Application for your personal, non-commercial use on a device owned or otherwise controlled by you, and which device must be running a compatible operating system strictly in accordance with the Application's documentation (the aforesaid is referred to herein as a “**Device**”). By way of example, a Device is a desktop computer running the current version of the Windows operating system.
2. License Restrictions. **LICENSEE SHALL NOT, DIRECTLY OR INDIRECTLY:**
  - a. Use the Application simultaneously on more than one device. By way of example, without limitation, you, or anyone using your login credentials, shall not log into the platform hosting the Application while simultaneously using the Application in a separate login session.

- b. Copy the Application, except as expressly permitted by this Agreement;
- c. Modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Application;
- d. Reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Application or any part thereof;
- e. Use, or facilitate the use of, any unauthorized third-party software (e.g., bots, mods, hacks, and scripts) to modify or automate operation within the Application whether for yourself or for a third-party;
- f. Use the content in any manner: (a) suggesting an association with any other products, services, or brands (b) that is likely to cause confusion among customers, (c) that disparages or discredits Licensor, (d) that is otherwise exploitative for any commercial purpose; or (e) that otherwise infringes Licensor's intellectual property rights;
- g. Remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Application, including any copy thereof;
- h. Download quantities of Application content to a database for any reason;
- i. Use the Application for the benefit of any third-party or transfer access to the Application to any third-party;
- j. Use the Application or its content for commercial purposes, including, but not limited to: (a) selling access to all or part of the Application; or (b) placing advertising, sponsorships, or promotions on or within the Application or any of the content in the Application;
- k. Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Application, or any features or functionality of the Application, to any third-party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one device at any time; or
- l. Remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, digital rights management protocols, or security features in or protecting the Application; or
- m. Infiltrate, and/or use without authorization, any system or platform used to operate the Application;
- n. Take any action to cause, or exploit, known or latent malfunctions, bugs or other defects in the Application or system or platform used to operate the Application;
- o. Attempt to circumvent any restriction in any Application based upon age, geography, or other restriction imposed by us; and/or

- p. Use the Application in, or in association with, the design, construction, maintenance, or operation of any hazardous environments or systems, including any power generation systems; aircraft navigation or communication systems, air traffic control systems, or any other transport management systems; safety-critical applications, including medical or life-support systems, vehicle operation applications or any police, fire, or other safety response systems; and military or aerospace applications, weapons systems, or environments.
- 3. Reservation of Rights. You acknowledge and agree that the Application is provided under license, and not sold, to you. You do not acquire any ownership interest in the Application under this Agreement, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. Licensor and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to the Application, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.
  - 4. Collection and Use of Your Information. You acknowledge that when you download, install, or use the Application, Licensor may use automatic means (including, without limitation, cookies and web beacons) to collect information about your Device and about your use of the Application. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Application or certain of its features or functionality, and the Application may provide you with opportunities to share information about yourself with others. All information we collect through or in connection with this Application is subject to our Privacy Policy. A current copy of Licensor's Privacy Policy is available at [WAKIVAGAMES.COM/PRIVACY](http://WAKIVAGAMES.COM/PRIVACY). By downloading, installing, using, and/or providing information to Licensor in connection with the Application, You agree to be legally bound by the terms of the Privacy Policy, and consent to all actions taken by Licensor (including its affiliates and service providers) with respect to your information in compliance with the Privacy Policy. **WE MAY UPDATE AND MODIFY OUR PRIVACY POLICY FROM TIME TO TIME. YOU AGREE TO PERIODICALLY CHECK OUR WEBSITE FOR ANY UPDATES TO THE PRIVACY POLICY. YOUR CONTINUED USE OF THE APPLICATION MEANS THAT YOU HAVE ACCEPTED THOSE MODIFICATIONS.**
  - 5. **INTELLECTUAL PROPERTY, SERVICE CONTENT, AND USER SUBMISSIONS.**
    - a. **YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL HAVE NO OWNERSHIP OR OTHER PROPERTY INTERESTS OR RIGHTS IN THE APPLICATION, AND YOU FURTHER ACKNOWLEDGE AND AGREE THAT ALL SUCH RIGHTS ARE AND SHALL FOREVER BE OWNED AND INURE TO THE BENEFIT OF LICENSOR, ITS SUCCESSORS AND ASSIGNS, AND ARE PROTECTED BY UNITED STATES AND INTERNATIONAL COPYRIGHTS, TRADEMARKS, PATENTS, AND OTHER INTELLECTUAL PROPERTY LAWS. Except as expressly licensed to You herein, all right, title, and interest in and to the Application and any and all associated copyrights, trademarks, patents, and intellectual property rights therein and/or related thereto, and all copies thereof (including, but not limited to, any patches, updates, copies, derivative works, moral rights, titles, computer code (including source**

and object code), themes, objects, characters, character names, stories, dialogs, catch phrases, locations, concepts, artwork, images, animation, sounds, musical compositions, audio-visual effects, text, methods of operation, “applets” incorporated into the Application, and any related documentation) are owned, and all rights are reserved, by Licensor or Licensor’s licensors. Trademarks and copyrights for third-party games and characters are owned by the companies which market or license those products. Licensor makes no ownership claims for any third-party works that are incorporated into the Application and which are works (i) in the public domain, (ii) provided royalty-free, or (iii) provided pursuant to an open-source license permitting its use in the Application. You acknowledge and accept that you have no property or other rights in any content in the Application, including but not limited to content that you may have created or developed including “Card Images,” screen names, game scores, the content of chats and other messages submitted in connection with your use of the Application, or to Licensor directly.

- b. All communications, solicited feedback, and other materials submitted in connection with your use of the Application (by e-mail or otherwise) are non-confidential and non-proprietary. By submitting material to us and subject to any limitations under applicable law, you give up any claims that the Licensor’s use of that material violates any of your rights, including moral rights, privacy rights, proprietary rights, publicity rights, rights to credit for material or ideas or any other right, including the right to approve the way such material is used. Additionally, you grant us, and any successors and assigns, a perpetual, royalty-free, worldwide license to use, transmit, copy, create derivative works, and display such submitted information and material in any and all media now known or hereinafter devised, and represent that you have all necessary rights in such submitted information and material. No further consideration or compensation will be given for any materials or information (including but not restricted to creative, financial, business, commercial, etc.) submitted in any manner to Licensor. It’s also important to the success of a number of our applications that any errors or problems You discover are confidentially reported to Licensor directly so we can address them as quickly as possible. You may contact Licensor to report any errors you encounter with the Application by sending an e-mail to [SUPPORT@WAKIVAGAMES.COM](mailto:SUPPORT@WAKIVAGAMES.COM) – DO NOT SEND TO THIS E-MAIL ADDRESS ANY CONFIDENTIAL INFORMATION OR (WITHOUT PRIOR WRITTEN APPROVAL) E-MAIL ATTACHMENTS.
  - c. Opinions, advice and all other information expressed by any third-parties concerning the Application represent their own views and not those of Licensor. You should not rely on such opinions, advice or other information. Neither Licensor nor any of its affiliates or their respective agents, directors, employees, information providers, licensors, licensees, officers and/or affiliates shall be responsible or liable for any decisions made based on such information.
6. Copyright Infringement Claims. If you believe a portion of the Application infringes your copyright and you wish to file a copyright infringement notification with us, then for directions on submitting a copyright infringement notice to us at [DMCA@WAKIVAGAMES.COM](mailto:DMCA@WAKIVAGAMES.COM).

7. Geographic Restrictions. The Application is provided for access and use only by persons located in the United States. You acknowledge that you shall not access all or some of the Application outside of the United States and that access thereto may not be legal by certain persons or in certain countries. If you access the Application from outside the United States, you are solely responsible for compliance with local laws.
8. Updates. Licensor may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, “**Updates**”). Updates may also modify or delete in their entirety certain features and functionality. You agree that Licensor has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Device settings, when your Device is connected to the Internet either:
  - a. The Application, or the platform you are using to access the Application, will automatically download and install all available Updates; or
  - b. You may receive notice of or be prompted to download and install available Updates.
  - c. You are strongly advised to promptly download and install all Updates, and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this Agreement.
9. Term and Termination.
  - a. The term of Agreement commences the earlier of (i) when you accept this Agreement as stated above, or (ii) your use of the Application, and will continue in effect until terminated by you or Licensor as set forth in this Section 9.
  - b. You may terminate this Agreement by deleting the Application and all copies thereof from any and all Devices under your control. You agree and acknowledge that you are not entitled to any refund for any amounts which were paid to Licensor prior to any termination.
  - c. Licensor may terminate this Agreement at any time without notice if it ceases to support the Application, which Licensor may do in its sole discretion.
  - d. Notwithstanding anything else in this section, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.
  - e. Upon termination:
    - i. All rights granted to you under this Agreement will also terminate; and
    - ii. You must immediately cease all use of the Application and delete all copies of the Application from any and all Devices under your control.

- f. Termination will not limit any of Licensor's rights or remedies at law or in equity for your breach of this Agreement, which rights of Licensor shall survive termination, with or without cause.

10. Disclaimer of Warranties. THE APPLICATION IS PROVIDED TO LICENSEE “AS IS” AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LICENSOR, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, LICENSOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

- a. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

11. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION OR THE CONTENT AND SERVICES FOR:

- a. PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES.
- b. DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION.
- c. THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

12. Comply With Applicable Laws. You will comply with all applicable laws and legal obligations, including those pertaining to such areas as: copyright, trademark and other intellectual property laws, libel, slander, defamation, trade libel, product disparagement, harassment, invasion of privacy, tort, obscenity, indecency, and copyright or trademark infringement. Violations of applicable laws may give rise to civil and/or criminal prosecution and penalties.
13. Licensee Warranties.
- a. You represent and warrant that:
    - i. All the information you provided Licensor or its third-party service providers, if any, is true and accurate.
    - ii. You shall use the Application solely in accordance with the terms of this Agreement.
    - iii. You shall comply with all applicable laws and legal obligations, including, without limitation, those pertaining to such areas as: copyright, trademark, patent, and other intellectual property laws; libel; slander; defamation; trade libel; product disparagement; harassment; invasion of privacy; tort; obscenity; and indecency.
    - iv. You understand and agree that you shall not give, sell, bargain, barter, market, trade, offer for sale, sell, license, assign or otherwise divest your rights, responsibilities or obligations under the Agreement, either in whole or in part, without the prior written consent of Licensor. Any attempt to do so shall be void and of no effect, and a breach of this Agreement.
    - v. If you change your e-mail address, it is your obligation to promptly provide Licensor with your new e-mail address.
    - vi. All correspondence relating to this Agreement shall be in the English language.
14. Indemnification. You agree to indemnify, defend, and hold harmless Licensor and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to your use or misuse of the Application or your breach of this Agreement, including but not limited to the content you submit or make available through, or in connection with, this Application. Licensor reserves the right, at its own expense and sole discretion, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate, at your own expense, with Licensor in asserting any available defenses.

15. Injunction. Because Licensor would be irreparably damaged if the terms of this Agreement were not specifically enforced, you agree that Licensor shall be entitled, without bond or other security or proof of damages, to take such action as may be required, including seeking an injunction and other equitable remedies, in addition to any other remedies available to it in law or equity.
16. Export Regulation. The Application may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Application to, or make the Application accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Application available outside the US.
17. US Government Rights. The Application is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are an agency of the US Government or any contractor therefor, you receive only those rights with respect to the Application as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.
18. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Application shall be instituted exclusively in the federal courts of the United States or the courts of the State of Ohio in each case located in the City of Columbus, Ohio. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.
19. Limitation of Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE APPLICATION MUST BE COMMENCED THE EARLIER OF (a) WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OR (b) WITHIN ONE (1) YEAR AFTER YOU FIRST BEGIN USING THE APPLICATION, OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.
20. Force Majeure. In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of the Application arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, terrorism, fire, denial of service attack, internet outages, accident, adverse weather, pandemic, epidemic, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.



21. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.
22. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.
23. Entire Agreement. This Agreement constitutes the entire agreement between Licensee and Licensor with respect to the Application and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application.

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