

## Terms of Use

Last Revised: April 9, 2020

### I. INTRODUCTION

These Terms of Use (“Terms”) govern the use or access of websites, applications, content, products, and services (the “Platform”) made available in the United States and its territories by Yuta Game Design LLC (“Yuta Game Design”), owner of the website <https://www.shiprace.com> and its related applications, products, services, brands, subsidiaries and affiliates (collectively, “Yuta Game Design”), to you, an individual within the United States and its territories. **PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE PLATFORM, AS THEY DICTATE YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO THE PLATFORM AND YOUR USE THEREOF.**

Your access and use of the Platform constitutes your acknowledgement and agreement to be bound by these Terms. Such access or use establishes a contractual relationship between you and Yuta Game Design. **IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, DO NOT ACCESS OR USE THE PLATFORM.** These Terms expressly supersede any prior agreements or arrangements between Yuta Game Design and yourself. Yuta Game Design may immediately terminate these Terms or any Services to you or any other user, or generally cease offering or deny access to the Platform or any portion thereof, at any time and for any reason.

Supplemental terms may apply to certain Services offered by Yuta Game Design and such supplemental terms will be disclosed to you in connection with the applicable Service(s). Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Service(s). Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Service(s), but only to such specific applicable Services.

Yuta Game Design, in its sole and absolute discretion, may amend these Terms or any supplemental terms from time to time, which shall be effective at the time of publication or posting. Your continued access or use of the Platform after such posting constitutes your consent to be bound by the terms, as amended.

Our collection and use of personal information in connection with the Platform is outlined in our [Privacy Policy](#), which is explicitly incorporated herein by reference. You represent that you have read, understand and agree to our Privacy Policy.

**PLEASE BE ADVISED THAT THESE TERMS CONTAIN A DISPUTE RESOLUTION PROVISION WHEREBY YOU AGREE THAT ANY AND ALL DISPUTES BETWEEN YOU AND YUTA GAME DESIGN WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION, EXCEPT FOR CERTAIN DISPUTES MORE FULLY DESCRIBED BELOW, AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.**

### II. THE PLATFORM

The Platform constitutes a technology platform which enables users to make purchases from Yuta Game Design. Unless otherwise agreed upon in a separate written agreement executed by you and Yuta Game Design, the Platform is made available solely for your personal, noncommercial use.

### III. ELIGIBILITY AND AUTHORITY; LICENSE

The Platform is available only to users who are able to form legally binding contracts under applicable law. By using the Platform, you represent and warrant that you are:

- (i) at least eighteen (18) years of age;
- (ii) otherwise recognized as being able to form legally binding contracts under applicable law;
- (iii) are located within the United States or its territories; and
- (iv) are not a person barred from purchasing or receiving the Platform found under the laws of the United States or other applicable jurisdictions.

If you are agreeing to these Terms on behalf of a corporate entity or organization, you represent and warrant that you have the legal authority to bind such entity to the terms and conditions contained in these Terms, in which case the terms "you", "your", "User" or "customer" shall refer to such corporate entity or organization. If, after your electronic acceptance of these Terms, Yuta Game Design finds that you do not have the legal authority to bind such entity, you will be personally responsible for the obligations contained in these Terms, including, but not limited to, any payment obligations. Yuta Game Design shall not be liable for any loss or damage resulting from its reliance on any instruction, notice, document or communication reasonably believed by Yuta Game Design to be genuine and originating from an authorized representative of any corporate entity or organization. If there is reasonable doubt about the authenticity of any such instruction, notice, document or communication, Yuta Game Design reserves the right (but undertakes no duty) to require additional authentication from you. You further agree to be bound by the terms of these Terms for transactions entered into by you or anyone acting as your agent.

Subject to your compliance with these Terms, Yuta Game Design grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferrable license to:

- (i) access and use the Platform on your personal device(s) solely in connection with your use of the Platform; and
- (ii) access and use the information, content, tools and other materials that may be made available through the Platform.

Any rights not expressly granted herein are reserved by Yuta Game Design and its licensors.

### IV. RESTRICTIONS ON USE

Yuta Game Design grants you permission to use the Platform subject to the restrictions in these Terms. Your use of the Platform and any features contained therein is at your own risk. The Platform may not be available in all geographic locations at all times.

Additionally, you may not:

- (i) collect or attempt to collect personally identifiable information of other users by electronic or other means for the purpose of sending unsolicited emails and/or unauthorized framing of or links to the Platform or any associated websites or applications;
- (ii) make any false or fraudulent representations to Yuta Game Design or materially false or fraudulent representations to other users in any communication or disclosure of information, whether private or otherwise, in any manner;
- (iii) access, copy, or monitor any content or information on the Platform using any spider, robot or other automated means or any manual process for any purpose without our express written permission;
- (iv) “co-brand”, “frame”, “hyperlink” or otherwise incorporate any part of the Platform into any other website, program or application without our prior express written authorization;
- (v) use the Platform in any manner which could disable, overburden, damage, or impair the Platform or interfere with any other party’s use and enjoyment of the Platform;
- (vi) obtain or attempt to obtain any content, information, or materials through any means not intentionally made available or provided through the Platform;
- (vii) modify, copy, distribute, display, send, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, content, software, products, or services obtained from or connected to Yuta Game Design which has not been specifically provided by Yuta Game Design;
- (viii) modify, disassemble, decompile, reverse-engineer or make copies or reproductions of any part of the Platform, except to the extent allowed by law;
- (ix) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Platform, the features preventing or restricting use or copying of any content accessible through the Platform, or features that enforce limitations on use of the Platform; or
- (x) delete the copyright, trademark or other proprietary rights notices on or within the Platform.

## V. **USER CONTENT**

In its sole and absolute discretion, Yuta Game Design may permit you to submit, upload, post, publish or otherwise make available to Yuta Game Design or others through the Platform, content, including feedback and commentary related to the Platform and Services

provided, requests for support assistance, communication with other users of the Platform, personal information and (in certain circumstances) photographs (“User Content”). Any user content provided by you remains your property. However, by voluntarily posting User Content, you hereby grant Yuta Game Design a royalty-free, perpetual, irrevocable, worldwide, non-exclusive, fully sublicensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display all content, remarks, suggestions, ideas, graphics, or other information communicated to Yuta Game Design, its users, or anyone else, through direct communication with Yuta Game Design or the use of features contained within or ancillary to the Platform. Further, you hereby grant Yuta Game Design the right to incorporate any User Content in other works in any form, media, or technology now known or later developed. Yuta Game Design will not be required to treat any User Content as private and may use any User Content in its business, to include advertising and marketing, without incurring any liability for royalties or any other consideration of any kind, and will not incur any liability as a result of any similarities that may appear in future operations. You acknowledge that Yuta Game Design has complete discretion on whether to provide attribution to User Content and that such User Content may be shared with our subsidiaries, affiliates, or business partners. You also grant us the right to pursue legal action against any person that violates your or Yuta Game Design’s rights in the User Content by a breach of any of the provisions of these Terms.

With regard to any User Content that you submit or otherwise make available, whether to Yuta Game Design solely, or to any other persons, you represent that:

- (i) you are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases required to grant Yuta Game Design the license to the User Content as set forth above; and
- (ii) neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content, nor Yuta Game Design’s use of the User Content as permitted herein will infringe, misappropriate, or violate a third party’s intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree not to submit, post, or provide, or to allow the furnishing of, User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, willfully false or misleading, or otherwise offensive, as determined by Yuta Game Design in its sole and absolute discretion, whether or not such material may be protected by law. Yuta Game Design may, but shall not be obligated to review, monitor or remove User Content at Yuta Game Design’s sole and absolute discretion and at any time and for any reason, without notice to you.

## **VI. FEEDBACK**

By providing us with any comments, opinions, feedback, questions or suggestions concerning Yuta Game Design or the Platform (collectively “Feedback”) you represent and warrant (a) that you have the right to disclose the Feedback, (b) that the Feedback does not violate the rights of any other person or entity, and (c) that your Feedback does not contain the confidential or proprietary information of any third party or parties. By sending us any Feedback, you further (i) agree that we are under no obligation of confidentiality, express or implied, with respect to the feedback, and (ii) irrevocably waive, and cause to be waived,

against Yuta Game Design and its users any claims and assertions of any moral rights contained in such Feedback. This Feedback section shall survive any termination of your Account of the Platform.

## VII. ACCOUNTS AND USAGE

In order to use most aspects of the Platform, you must register for and maintain an active personal user services account (“Account”). You must be at least 18 years of age, or, if different than 18, the age of legal majority in your jurisdiction, to obtain an Account. Account registration requires you to submit certain personal information to Yuta Game Design, such as your name, address, telephone number, email address, and may include at least one valid payment method (either a credit card or accepted payment partner). While payments by credit card and storage of credit card information will be furnished by an outside service provider, we may require you to provide us with your credit card information for certain transactions, including the issuing of refunds. You agree to maintain accurate, complete, and up-to-date Account information. Your failure to maintain accurate, complete, and up-to-date Account information, may result in your inability to access and use the Platform, or may result in Yuta Game Design’s termination of this agreement with you. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by Yuta Game Design in writing, you may only possess one Account.

By registering for an Account you agree to receive infrequent communications from Yuta Game Design. Such communications may include notices about applicable fees and charges, transactional information and other information concerning or related to transactions you have made on the Platform. Such communications are part of your relationship with Yuta Game Design. You hereby agree that any notices, agreements, disclosures or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing. You may opt-out of non-essential communications when this option is made available to you.

You further understand that the foregoing license grant is not a sale of the Platform or any portion thereof, and Yuta Game Design retains all right, title, and interest in and to the Platform, websites, applications and programs made available by Yuta Game Design, and any copy thereof.

## VIII. ACCOUNT TERMINATION

You may terminate your Account at any time and for any reason by sending written notice of termination to 1295 Beacon Street #1273 Brookline, MA02446 or by Email to [notify@yutagamedesign.com](mailto:notify@yutagamedesign.com). If you request for your account to be terminated, Yuta Game Design will terminate the account within 45 days of receipt of notice of such request to terminate. Please note that if your Account is terminated, Yuta Game Design has no obligation to delete or return to you any User Content you have posted to the Platform, including, but not limited to, any reviews.

Yuta Game Design, in its sole and absolute discretion, with or without cause, with or without prior notice and at any time, may limit, block, suspend, deactivate or terminate your Account in whole or in part. In the event that your account is terminated by Yuta Game

Design, Yuta Game Design will email you notice of such action to the email addresses you provided in your account registration, or such other email address as you may later provide Yuta Game Design. Yuta Game Design is not required, and may be prohibited, from disclosing a reason for the termination of your Account. Please note, in the event that your Account is terminated, whether by you or Yuta Game Design, these Terms remain in effect and binding.

Furthermore, in order to protect the integrity of the Platform and its users, Yuta Game Design reserves the right, in its sole and absolute discretion, to block users from certain internet protocol (IP) addresses from accessing the Platform.

## **IX. ORDER REQUESTS**

After you have created a valid Account, you may submit request orders from Yuta Game Design (“Orders”). In order to submit a valid Order, you must make the appropriate payment and provide the related billing and shipping information.

At the time you make an Order, some of your personal information and User Content (including your name, location, and the content of the Order) will be provided to customer care representatives, who will need the information to respond to your questions or concerns. By placing an Order to Yuta Game Design, you are requesting, and you expressly consent to having details of your Order, including personal information, sent to customer care representatives. You further consent to Yuta Game Design’s use and display of certain information including your first name, city, and the nature of the Order.

## **X. RETURN POLICY**

Any return must be made within fifteen (15) days of the product shipment date. Returned products must be in the original packaging with all instructions, game pieces and all other game materials included. If you are returning the item(s) due to damage that occurred during shipping, or a product defect, you must provide Yuta Game Design with photos of the packaging and box the product arrived in, as well as photos showing the damage and/or defect. This is necessary for Yuta Game Design to submit a claim to its shipping insurer. To initiate a return, please send an email with a copy of your receipt and any photos of damage and/or defect(s) to [Returns@yutagamedesign.com](mailto>Returns@yutagamedesign.com). Yuta Game Design may offer to replace any damaged or defective products or issue you an RMA# and the return address via reply email.

## **XI. YUTA GAME DESIGN CUSTOMER CARE REPRESENTATIVES**

As a benefit to its consumers, Yuta Game Design may provide customer care representatives to provide assistance. Yuta Game Design reserves the right, in its sole and absolute discretion, to immediately terminate the account and/or membership of any user who is deemed by Yuta Game Design to have made abusive, obscene, profane, offensive, sexist, threatening, harassing, racially insensitive, or otherwise inappropriate statements towards any customer care representative, employee, agent or other Yuta Game Design associate. You acknowledge and agree that Yuta Game Design may monitor and/or record any telephone calls between you and Yuta Game Design.

## **XII. PROPRIETARY INFORMATION**

The material and content accessible through the Platform, and any other website(s) or application(s) owned, operated, licensed, or controlled by Yuta Game Design, or its brands, subsidiaries, or affiliates, including trademarks, service marks, logos, and copyrighted works is the proprietary information of Yuta Game Design or an affiliate that provided or licensed the material or content (“Proprietary Information”). Such Proprietary Information may not be copied, distributed, republished, uploaded, posted, or transmitted in any way without the prior written authorization of Yuta Game Design. Any use of the Proprietary Information outside the provisions of these Terms or any modification thereof is a violation of Yuta Game Design’s intellectual property rights. No intellectual property rights nor title is transferred to you by accessing the Platform or any portion thereof. All Yuta Game Design content is: Copyright © 2020 All rights reserved by Yuta Game Design LLC.

If you would like information about obtaining Yuta Game Design’s permission to use Proprietary Information for any purpose, please email [notify@yutagamedesign.com](mailto:notify@yutagamedesign.com). Any violation of these Terms or any conditions attached to any permission related to Proprietary Information automatically terminates your license to use the Proprietary Information and, upon such violation, you must immediately destroy any copies of the Proprietary Information in your possession, in any format and/or method whatsoever.

## **XIII. RELIANCE ON INFORMATION**

Yuta Game Design attempts to ensure that information contained on the Platform is complete, accurate and current. However, information on the Platform, whether provided by Yuta Game Design, Yuta Game Design affiliates, or by other users (User Content), may be inaccurate, incomplete, out of date, or misleading. Except as prohibited by applicable law, we make no representation as to the completeness, accuracy or timeliness of any information on the Platform. Furthermore, any opinions expressed on the Platform, including blog posts, whether made by affiliates, Yuta Game Design agents or employees, or other users, are strictly the opinion of the individual who published such statement and do not reflect the views or attitudes of Yuta Game Design.

## **XIV. LIABILITY DISCLAIMERS**

Please read this section carefully. It limits the liability of Yuta Game Design and its related entities, including its parents, subsidiaries, affiliates, related companies, suppliers, licensors, vendors, and partners and the officers, directors, members, employees, agents, and representatives of each of them to you. Each paragraph below applies up to the maximum extent permitted under applicable law. Nothing herein is intended to limit any of your rights which may not be lawfully limited.

**YOUR USE OF THE PLATFORM IS AT YOUR OWN RISK AND IS PROVIDED TO YOU “AS IS”, “WITH ALL FAULTS” AND “AS AVAILABLE”, WITH THE EXPRESS UNDERSTANDING THAT YUTA GAME DESIGN IS NOT RESPONSIBLE FOR THE ACCURACY OR TRUTH OF ANY REPRESENTATIONS RELATED TO OTHER THIRD PARTIES OR OUTSIDE ENTITIES. YUTA GAME DESIGN MAKES NO CLAIMS OR GUARANTEES ABOUT THE QUALITY, ACCURACY, OR RELIABILITY OF THE PLATFORM, THE INFORMATION CONTAINED**

THEREIN OR THEREON, OR ITS SAFETY OR SECURITY. AS SUCH, YUTA GAME DESIGN IS NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE, INCLUDING THE PLATFORM'S UNAVAILABILITY, SECURITY VULNERABILITIES, OR INOPERABILITY OR INCORRECT OR INACCURATE INFORMATION OR RESULTS TO BE OBTAINED FROM USE OF INFORMATION ON THE PLATFORM. THE INCLUSION OR OFFERING OF ANY INFORMATION, SERVICES OR PRODUCTS ON THE PLATFORM UNRELATED TO PRODUCTS OR SERVICES DIRECTLY OFFERED BY YUTA GAME DESIGN AND/OR ITS PARENTS OR SUBSIDIARIES DOES NOT CONSTITUTE AN ENDORSEMENT OR RECOMMENDATION OF SUCH PRODUCTS OR SERVICES BY YUTA GAME DESIGN.

YUTA GAME DESIGN DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES AS TO ANY PRODUCT OR SERVICE OFFERED BY BUSINESSES OR OTHER THIRD PARTIES, EVEN IF LISTED WITHIN THE PLATFORM, AND ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. NO INFORMATION PROVIDED TO YOU OR ADVICE BY A REPRESENTATIVE OF YUTA GAME DESIGN, ITS PARENT OR ITS BUSINESS AFFILIATES SHALL CREATE A REPRESENTATION OR WARRANTY. YUTA GAME DESIGN MAKES NO CLAIMS OR PROMISES WITH RESPECT TO ANY THIRD PARTY, INCLUDING BUSINESSES OR ADVERTISERS LISTED ON THE PLATFORM. THEREFORE, WE ARE NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE FROM THEIR ACTS, OMISSIONS OR INACCURATE INFORMATION PROVIDED BY OTHERS. ALL ACTIONS YOU TAKE REGARDING SERVICES OR PRODUCTS OFFERED BY THIRD PARTIES THROUGH THE PLATFORM, INCLUDING PURCHASES, IS AT YOUR OWN RISK AND DISCRETION.

UNDER NO CIRCUMSTANCES SHALL YUTA GAME DESIGN, ITS PARENTS, SUBSIDIARIES AND/OR ITS RESPECTIVE SUPPLIERS OR PARTNERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, ARISING OUT OF YOUR OR ANY OTHER USER'S CONDUCT RELATED TO THE USE OF THE PLATFORM, EVEN IF YUTA GAME DESIGN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF YUTA GAME DESIGN, ITS PARENTS, SUBSIDIARIES AND/OR ITS RESPECTIVE SUPPLIERS TO ANY PARTY, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE GREATER OF \$100.00 OR THE AMOUNT YOU HAVE PAID TO YUTA GAME DESIGN FOR THE APPLICABLE CONTENT OR SERVICE OUT OF WHICH LIABILITY AROSE. YOU AGREE THAT THIS LIMITATION OF LIABILITY REPRESENTS A REASONABLE ALLOCATION OF RISK. THIS ALLOCATION OF RISK AND THE DISCLAIMER OF WARRANTIES HEREIN ARE A FUNDAMENTAL ELEMENT OF THIS AGREEMENT.

THE LIMITATIONS OF LIABILITY SPECIFIED IN THIS SECTION SHALL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE

LIMITATIONS OF LIABILITY PROVIDED IN THESE TERMS INURE TO THE BENEFIT OF YUTA GAME DESIGN, AND/OR ITS RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, PARTNERS, AND SUPPLIERS.

Any content or material downloaded or otherwise obtained through the use of the Platform is obtained at your own risk and discretion. You will be solely responsible for and hereby waive any and all claims and causes of action related to any damage or injury to your mobile device, computer, network, or other download or display device, or the loss or corruption of data resulting from the download of any such material. IF YOU DO NOT ACCEPT THIS LIMITATION, YOU ARE NOT AUTHORIZED TO ACCESS, DOWNLOAD, USE, OR OBTAIN MATERIAL THROUGH THE PLATFORM.

#### **XV. LIMITATION OF LIABILITY**

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE PLATFORM AND ALL CONTENT FOUND ON THE PLATFORM, YOUR OFFERING OR PROVIDING SERVICES OR REQUESTING OR RECEIVING SERVICES THROUGH THE PLATFORM, AND ANY CONTACT YOU MAY HAVE WITH OTHER USERS OF THE PLATFORM OR THIRD PARTIES, WHETHER IN PERSON OR ONLINE, REMAINS WITH YOU. NEITHER YUTA GAME DESIGN NOR ANY OTHER PARTY INVOLVED WITH FURNISHING OR MAINTAINING THE PLATFORM WILL BE LIABLE (WHETHER BASED ON WARRANTY, CONTRACT, TORT, PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY) FOR: (A) INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR OTHER DAMAGES; (B) THE COST OF SUBSTITUTE SERVICES OR GOODS; (C) ANY INTERRUPTION IN SERVICE OF THE PLATFORM OR COMPUTER SYSTEM FAILURE; (D) ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL HARM ARISING OUT OF OR IN CONNECTION WITH THESE TERMS; (E) ANY COMMUNICATIONS, MEETINGS OR CONDUCT WITH OTHER PLATFORM USERS; OR (F) YOUR OFFERING OR PROVIDING SERVICES ON THE PLATFORM OR REQUESTING OR RECEIVING SERVICES THROUGH THE PLATFORM.

#### **XVI. INDEMNIFICATION AND RELEASE**

You agree to release, defend, indemnify and hold Yuta Game Design, and its respective parents, subsidiaries, and affiliates and any of their officers, directors, employees and agents (collectively the "Indemnified Parties") harmless from and against any claims, liabilities, damages, losses and expenses, including without limitation, reasonable attorneys' fees, arising out of or in any way connected with (a) any breach of these Terms by you, including any use of content other than as expressly authorized in these Terms; (b) any content provided by you; (c) any communications you have with any user; and (d) any Order or receipt of service, or offer or provision of services by you to a user, including but not limited to any injuries, losses, or damages, whether incidental, special, consequential, exemplary, direct or otherwise, of any kind arising in connection with such provision of services.

Notwithstanding the foregoing paragraph, any resident of New Jersey only agrees to release, defend, indemnify and hold the Indemnified Parties harmless from and against any third party claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees, arising out of or in any way connected with your violation of these Terms.

If you are a California resident, you waive California Civil Code Section 1542, which provides:

*A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.*

If you are not a California resident, you waive your rights under any statute or common law principle that is similar to Section 1542, which governs your rights in the jurisdiction of your residence.

## **XVII. THIRD PARTY WEBSITES**

The Platform may contain hyperlinks to websites operated by parties other than Yuta Game Design. Such hyperlinks are provided for reference and convenience only and do not constitute or imply any endorsement or association with such operators by Yuta Game Design. We do not control these third party websites and are not responsible for their content or their policies and practices. It is up to you to ensure that any link provided through the Platform, or other websites or applications, are free from viruses, Trojan horses, worms, defects and other destructive programs.

## **XVIII. INFRINGEMENT NOTIFICATION**

We respect the intellectual property rights of others and we ask our users to do the same. If you believe that materials contained within the Platform violate your intellectual property rights, please contact us by mail or email at the addresses listed in Section XXI. Please include:

- (i) an electronic or physical signature of the individual authorized to act on behalf of the owner of the copyright or other proprietary interest;
- (ii) a description of the alleged infringing work;
- (iii) a description of where the work is located on the Platform (including website URL, if applicable);
- (iv) your address, telephone number and email address;
- (v) your statement that you have a good faith belief that the disputed use is not authorized by the copyright or other interest owner, its agent or the law; and

- (vi) your statement, made under penalty of perjury, that the information contained in your notice is accurate and that you are the owner of the subject material or are authorized to act on such person's behalf.

We will review and address all notices that comply with the requirements above. If we remove or disable access in response to such a notice, we may notify the owner or administrator of the affected content or material so that he or she can make a counter-notification.

## **XIX. COUNTER-NOTIFICATION**

If you believe that materials contained within the Platform should not have been removed for alleged infringement, please contact us by mail or email at the addresses listed below. Please include:

- (i) your physical or electronic signature;
- (ii) a description of the content that was removed or disabled by mistake, where it was located on the Service, including the URL address if possible;
- (iii) your address, telephone number and email address;
- (iv) your statement, under penalty of perjury, that you have a good faith belief that the content identified above was removed or disabled due to a mistake or misidentification; and
- (v) a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located, or if outside of the United States, for any judicial district in which Yuta Game Design may be found, and that you will accept service of process from the party who reported your content, or that party's agent.

*By mail:*

Yuta Game Design LLC  
Attn: IP Dispute Dept.  
1295 Beacon Street #1273  
Brookline, MA02446

*Or by email:*

[IPdispute@yutagamedesign.com](mailto:IPdispute@yutagamedesign.com)

We strongly encourage you to seek legal advice before filing a notice. Any misrepresentations in your notice regarding allegations that material or activity is infringing may expose you to liability for damages, including costs and attorneys' fees.

## **XX. SECURITY**

You alone are responsible for the security of your Account. Yuta Game Design will be entitled to monitor your Account and, at its discretion, terminate your Account.

You are strictly prohibited from using any features of the Platform to compromise security or tamper with system resources and/or other user Accounts. The use or distribution of

programs designed to compromise website security, including password guessing programs, cracking tools, or network probing tools, is strictly prohibited. If you are involved in any violation of system security, Yuta Game Design reserves the right to release the information we have about you to outside websites' system administrators in order to assist in resolving security threats. Yuta Game Design reserves the right to investigate suspected violations of these Terms.

Further, Yuta Game Design reserves the right to cooperate fully with law enforcement authorities or court orders requesting or directing us to disclose the identity of anyone posting, emailing, publishing, or otherwise accessing and making available any materials that are believed to violate these Terms or applicable law. BY ACCEPTING THIS AGREEMENT, YOU WAIVE AND HOLD HARMLESS YUTA GAME DESIGN, ITS PARENTS AND SUBSIDIARIES, FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY YUTA GAME DESIGN DURING OR AS A RESULT OF OUR INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER YUTA GAME DESIGN OR LAW ENFORCEMENT AUTHORITIES.

## **XXI. DISPUTE RESOLUTION**

**PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.**

### **Arbitration**

You and Yuta Game Design agree that these Terms affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions.

YOU AGREE THAT ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THESE TERMS OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION OR VALIDITY THEREOF OR THE USE OF THE PLATFORM (COLLECTIVELY "DISPUTES") WILL BE SETTLED BY BINDING ARBITRATION BETWEEN YOU AND YUTA GAME DESIGN, EXCEPT THAT EACH PARTY RETAINS THE RIGHT TO BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT AND THE RIGHT TO SEEK INJUNCTIVE OR OTHER EQUITABLE RELIEF IN A COURT OF COMPETENT JURISDICTION TO PREVENT THE ACTUAL OR THREATENED INFRINGEMENT, MISAPPROPRIATION OR VIOLATION OF A PARTY'S COPYRIGHTS, TRADEMARKS, TRADE SECRETS, PATENTS OR OTHER INTELLECTUAL PROPERTY RIGHTS.

IN AGREEING TO ARBITRATE ANY AND ALL DISPUTES BETWEEN YOU AND YUTA GAME DESIGN, YOU EXPRESSLY REPRESENT THAT YOU KNOWINGLY FOREGO THE RIGHT TO LITIGATE OR HAVE A JURY TRIAL ON ANY DISPUTE RELATING TO THIS AGREEMENT, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED BY THE AAA RULES (AS DEFINED BELOW) OR THE ARBITRATOR. YOU FURTHER KNOWINGLY WAIVE ANY RIGHT TO JOIN IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION RESPECTIVE TO

THE TERMS OF THIS AGREEMENT. UNLESS BOTH YOU AND YUTA GAME DESIGN AGREE IN WRITING, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF ANY CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT EITHER PARTY WOULD HAVE IN COURT MAY LIKEWISE NOT BE AVAILABLE IN ARBITRATION.

### **Arbitration Rules and Governing Law**

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

### **Arbitration Process**

A party desiring to initiate an arbitration upon a Dispute must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. The arbitrator will either be a retired judge or an attorney licensed to practice law in the Commonwealth of Massachusetts and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA rules.

Unless you and Yuta Game Design agree otherwise, the arbitration shall be conducted in Boston, Suffolk County, Massachusetts. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and Yuta Game Design submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

The arbitrator will render an award within the time specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusion upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award of damages must be consistent with the provisions of these Terms, and may only award declaratory or injunctive relief in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. The prevailing party will be entitled to an award of attorney's fees and expenses, to the extent provided under applicable law.

### **Survival**

This Dispute Resolution section shall survive any termination of your Account or the Platform.

## **XXII. CHOICE OF LAW AND VENUE**

These Terms, as well as any Dispute that might arise between you and Yuta Game Design, will be governed by the laws of the Commonwealth of Massachusetts, without regard to conflict of law provisions. You agree that any claim or dispute you may have against Yuta Game Design that is not subject to arbitration must be resolved by a court located in Suffolk County, Massachusetts, or a United States District Court, District of Massachusetts, located in Boston, Massachusetts, except as otherwise agreed by the parties. You further agree to submit to the personal jurisdiction of the courts located within Suffolk County, Massachusetts or the United States District Court, District of Massachusetts, located in Boston, Massachusetts, for the purpose of litigating all such claims or disputes that are not subject to arbitration. You hereby waive any and all jurisdictional and venue defenses otherwise available.

## **XXIII. SEVERABILITY AND HEADINGS**

If any part of these Terms is found to be invalid, illegal or unenforceable, the remaining provisions will remain enforceable, legal and valid.

The headings of sections and subsections hereof are solely for convenience of reference and are not part of this Agreement.

## **XXIV. MISCELLANEOUS**

- (i) You agree that no joint venture, partnership, employment, or agency relationship has been created or exists between you and Yuta Game Design as a result of these Terms or use of the Platform.
- (ii) These Terms constitute the entire agreement between you and Yuta Game Design relating to the subject matter of these Terms and supersedes all prior or contemporaneous proposals and communications, whether oral, written or electronic between you and Yuta Game Design, its representatives, agents, or assigns.
- (iii) A printed version of these Terms and of any notice given in electronic form shall be admissible in a dispute resolution, judicial, or administrative proceeding based upon or relating to these Terms to the same extent and subject to the same conditions as any other business record or document originally created and maintained in printed form.
- (iv) We reserve the right to modify, update or discontinue the Platform at our sole discretion, at any time, for any or no reason, and without notice or liability.
- (v) Except as otherwise stated, nothing herein is intended, nor will be deemed to confer rights or remedies upon any third party.

- (vi) Any failure on Yuta Game Design's part to exercise or enforce any right or provision of these Terms does not constitute a waiver of such right or provision.
- (vii) **Statute of Limitations:** You acknowledge and agree that regardless of any statute or law to the contrary, any claim arising out of or related to the Platform or services acquired through the Platform must commence within 1 year after the cause of action accrues. Otherwise, such cause of action is permanently barred. Notwithstanding the foregoing, this statute of limitations shall not apply to residents of New Jersey.
- (viii) **Acceleration.** You understand and recognize that Yuta Game Design frequently allocates overhead costs and budgets for future costs, such as through third-party contracts and long-term employment agreements. Accordingly, you explicitly agree that you shall not be entitled to any offset or discount for future payments owed, and you waive any arguments or defenses pertaining to such. Your failure to provide payment to Yuta Game Design within thirty (30) days of when said payment is due shall be considered a material breach of this Agreement.

Any rights not expressly granted herein are reserved.

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