



# Terms of Service

Revised: 12/26/2022

## 1. INTRODUCTION

Welcome to Yourbit! Yourbit is a social media platform that allows users to connect, share, and discover content with each other. By accessing or using the Yourbit website or any of our other products or services (collectively, the "Services"), you agree to be bound by the following terms of service ("Terms").

These Terms govern your access to and use of the Services and constitute a legally binding agreement between you and Yourbit. Please read these Terms carefully before using the Services. If you do not agree to these Terms, do not access or use the Services.

We may change these Terms from time to time. We will post any changes on this page and encourage you to review the Terms whenever you access the Services to stay informed about our terms and conditions. Your continued use of the Services after any changes have been made will constitute your acceptance of the revised Terms.

The Services may include advertisements and sponsored content. These advertisements and sponsored content are necessary to help us provide the Services to you for free. By using the Services, you agree to receive such advertisements and sponsored content.

## 2. ELIGIBILITY AND MODIFICATION OF SERVICES

- a) By using the Services, you represent that you are **at least 16 years old** and have the legal capacity to enter into a binding agreement. If you are under the age of 16, you are not permitted to use the Services.
- b) In order to access and use the Services, you may be required to create an account and provide certain personal information. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your device. You agree to accept responsibility for all activities that occur under your account or password. If you believe that your account has been compromised, you should immediately change your password and notify us.
- c) We reserve the right to modify, suspend, or terminate the Services at any time for any reason without notice to you. We also reserve the right to change the features and functionality of the Services at any time without notice to you.

## 3. USER RIGHTS AND THE OPEN GALACTIC COUNCIL



Users of Yourbit ("we," "us," or "our") have the right to vote on changes to our content policies. Any proposed changes to the content policies will be posted on our website for a period of at least 30 days, during which users who participate in the Galactic Council will have the opportunity to provide feedback and vote on the changes. A majority vote of at least 75% is required for the changes to be implemented.

The open galactic council is a community-driven initiative, and we encourage all users to get involved and help shape the policies that govern our platform. If you are interested in joining the open galactic council, please contact us for more information.

- a) Yourbit is a community platform, and we ask that you respect the rights and dignity of others while using the Services. By using the Services, you agree not to:
  - i. **Engage in any unlawful, malicious, or fraudulent activity**, this includes stealing of user information, hacking, imitating another real-life person. A violation of this policy may also include use of bots to artificially inflate views, create fake users, or generate spam posts, likes, messages, and comments. In order to direct message users, a community must be given permission to do so by the user. Yourbit Messages automatically disallows direct messages from communities and public profiles, attempts to work around this system are a violation of this policy.
  - ii. **Use the Services to harass, abuse, or bully others**, this includes doxing, or sharing of another user's personal information without the consent of the user. Yourbit will act accordingly upon report of posts in violation, the post will be subject to review by the Galactic Council, and the appropriate action will be taken.
  - iii. **Infringe on the intellectual property rights of others**, such as, music, film, TV Shows, content generated by other users, as well as content generated by users on other platforms, without proper consent. It is important to note, fair use and open content, such as unlicensed memes or CC-0 licensed, is not a violation of this policy unless the owner formally files a complaint. Legally copyrighted content will be removed on detection, as well as on request by the owner.
  - iv. **Post or transmit any content that is illegal, offensive, or inappropriate**, this can include pornographic content, excessively violent material, and excessively graphic or gory material apart from video games, film, and TV production. Real life depictions of terrorist or criminal activity may be removed and reported to the appropriate authorities, if in the case the user is deemed to be the producer of the video.
- b) Any posts that may violate our content policies will be reviewed by the open galactic council, a group of volunteers that anyone can join. The galactic council is responsible for reviewing the post and determining whether it violates our content policies. If the council determines that the post does violate our policies, it may be blocked or suppressed on the website.



- c) We reserve the right to remove any content that violates these Terms or is otherwise inappropriate for the Services. We also reserve the right to terminate the accounts of users who engage in inappropriate or abusive behavior.

#### **4. ADVERTISING AND ADELLITES SERVICE**

Yourbit offers a service called Adellites, which collects and shares users' interaction information for the purpose of suggesting sponsored content. By using the Adellites service, you agree to the collection and sharing of your interaction information as described in this section.

- a) We do not collect personal data from private messages or sell data to third parties. We also do not collect information from apps outside of the Yourbit platform.
- b) The collection and sharing of interaction information is necessary to provide the Adellites service and to help us improve the user experience on Yourbit. We use this information to suggest sponsored content that may be of interest to you and to better understand how users interact with our platform.
- c) If you do not wish to have your interaction information collected and shared through the Adellites service, you may opt out by changing your privacy settings in your account. Please note that opting out of the Adellites service may limit the functionality and features available to you on Yourbit.
- d) We have strict guidelines for the types of advertisements that are permitted through the Adellites service. Inappropriate content, such as pornographic material (with the exception of marital aid products with clearly defined age targeting restrictions to avoid targeting minors), violent and graphic material that is not depicted as a film or a game, and other offensive or illegal content, is not permitted. Any promotional content that is in violation of this policy may result in campaign termination.

#### **5. MONETIZATION OF USER CONTENT**

Yourbit offers users the opportunity to monetize their content through the Adellites service. If you choose to participate in the Adellites service, your content may be eligible to display sponsored advertisements.

- a) We share 85% of the advertising revenue generated from these advertisements with the user who created the content. Please note that the rates for the Adellites service are subject to change without notice.
- b) The revenue generated from the advertisements is based on the advertisers' bidding price, and the payout per promotion may vary. We are not responsible for any fluctuations in payouts or changes in the bidding price of the advertisements.



- c) Both, the creator, and the sponsor have the right to disassociate with content that violates their own guidelines or policies for sponsorship qualification, at any time without notice. The tools and resources for these actions are provided within the Adellites service.

By participating in the Adellites service, you agree to the terms and conditions outlined in this section. You also agree to the terms and conditions of the Adellites service, as described in the previous section.

## **6. POLICY VIOLATIONS**

We take policy violations seriously and reserve the right to take appropriate action in the event that a user violates our terms of service or any other policies.

We have implemented a "3 strikes" rule for policy violations. This means that if a user is found to have violated our policies on three separate occasions, we may take action such as suspending or terminating their account.

The specific actions taken for policy violations will depend on the severity of the violation and the circumstances surrounding it. We reserve the right to take any action we deem necessary to address policy violations and to protect the integrity and safety of our platform.

We encourage users to report any policy violations to us as soon as possible. If you believe that someone has violated our policies, please contact us with the details of the violation.

## **7. DISCLAIMER OF WARRANTIES AND LIABILITY**

Yourbit is not responsible for the content, accuracy, or opinions expressed by third parties through the Services. The Services may contain links to third-party sites, and we are not responsible for the content or practices of these sites. Yourbit does not endorse any third-party sites or their products or services.

We make no warranties, express or implied, about the Services. The Services are provided "as is" and "as available." We do not guarantee that the Services will be uninterrupted or error-free.

In no event will Yourbit be liable for any damages, including without limitation direct or indirect, special, incidental, or consequential damages, losses or expenses arising in connection with the Services or any linked site or use thereof or inability to use by any party, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if Yourbit, or representatives thereof, are advised of the possibility of such damages, losses or expenses.

These Terms constitute the entire agreement between you and Yourbit regarding the use of the Services. If any provision of these Terms is found to be invalid or unenforceable, that provision will be enforced to the maximum extent possible, and the remaining provisions will remain in full force and effect.



Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. If we do not act immediately to address a breach of these Terms, this does not mean that we have waived our right to do so in the future.

## **8. LEGAL**

These Terms and your use of the Services are governed by the laws of the State of Ohio without giving effect to any conflict of laws principles. Any legal action or proceeding arising out of or related to these Terms or the Services will be brought exclusively in the courts located in the County of Franklin, Ohio, and you consent to the personal jurisdiction of such courts.

## **9. CONTACT**

If you have any questions about these Terms, please contact us at [support@yourbit.me](mailto:support@yourbit.me).

Thank you for using Yourbit!