

YOU&A TERMS OF USE AGREEMENT

Welcome to You&A, located at 265 W. 37th Street Flr. 22, New York, NY 11018 (“You&A,” “we,” or “our”).

By using the website located at <https://www.youna.io>, the related mobile website, and the mobile application called “You&A” (the “App”) (collectively, the “Websites”), you agree to be bound by these Terms of Use (this “Terms of Use” or “Agreement”), whether or not you register as a member of You&A (“Member”). If you wish to become a Member and/or make use of the service (the “Service”), please read this Agreement. If you object to anything in this Agreement or the You&A Privacy Policy, do not use the Service.

PLEASE READ THIS AGREEMENT CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS, INCLUDING VARIOUS LIMITATIONS AND EXCLUSIONS, AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW DISPUTES WILL BE RESOLVED.

1. Electronic Agreement.

This Terms of Use is an electronic contract that sets out the legally binding terms of your use of the Service. This Terms of Use is subject to change by You&A at any time, effective upon posting on the You&A Websites. By accessing and/or using the Service or becoming a Member, you accept this Terms of Use and agree to the terms, conditions and notices contained or referenced herein. Your continued use of the Service following You&A’s posting of revised terms of any section of the Terms of Use will constitute your express and binding acceptance of and consent to the revised Terms of Use.

2. Access and Retention.

In order to access and retain this electronic Agreement, you must have access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must use all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. Please print a copy of this document for your records. To retain an electronic copy of this Agreement, you may save it into any word processing program.

3. Eligibility.

You must be at least thirteen (13) years of age. By using the Service, you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement.

The Service is also not available to any users who have been previously removed or suspended from the Service.

By using the Service, you represent and warrant that you have the right, authority and capacity to enter into this Terms of Use and to abide by all of the terms and conditions of this Terms of Use.

4. License for Mobile Application

You&A grants you, subject to your compliance with these Terms of Use, a limited, non-exclusive, non-transferable license to download and install a copy of the App. You may download the App on a single device (whether mobile or otherwise) to which you have exclusive control. We reserve all rights in and to the App which are not expressly granted to you under these Terms of Use. You are prohibited from running any version of the App on a jailbroken device.

You acknowledge and agree that new or updated versions of the App may include new or updated Terms of Use. Because new or updated versions of the App may include enhanced security or fixes to previous security-related problems, the failure to install the new version of the App may expose you to security risks, including without limitation a breach of your personal information.

5. Commercial Use of Service.

If you are using and/or accessing the Service on behalf of a company, entity, or organization (collectively, a “Subscribing Entity”), you represent and warrant that:

- a.** You are an authorized representative of the Subscribing Entity, and that you have the authority to bind the Subscribing Entity to this Terms of Use;
- b.** You have read and understand this Terms of Use; and
- c.** You agree to this Terms of Use on behalf of the Subscribing Entity.

Illegal and/or unauthorized uses of the Service include, but are not limited to, collecting usernames and/or email addresses of Members by electronic or other means for the purpose of sending unsolicited email, unauthorized framing of or linking to the Websites, sharing or disclosing your username or password to any third party or permitting any third party to access your account, attempting to impersonate another user or person, use of the Service in any fraudulent or misleading manner, any automated use of the system, such as scraping the Websites, automated scripts, spiders, robots, crawlers, harvesting or data mining tools or the like, interfering with, disrupting, or creating an undue burden on the Service or the networks or services connected to the Service, and using the Service in a manner inconsistent with any and all applicable laws and regulations. Illegal and/or unauthorized use of the Service may be investigated, and appropriate legal action may be taken, including without limitation, civil, criminal, and

injunctive redress. Use of the Service is with the permission of You&A, which may be revoked at any time, for any reason, in You&A's sole discretion.

6. Account Security.

You are responsible for maintaining the confidentiality of the username and password that you designate during the registration process, and you are fully responsible for all activities that occur under your username and password. You agree to (a) immediately notify You&A of any unauthorized use of your username or password or any other breach of security, and (b) ensure that you exit from your account at the end of each session. You&A will not be liable for any loss or damage arising from your failure to comply with this provision. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. If you share your computer with others, you may wish to consider disabling your auto-sign in feature if you have it linked to your You&A account.

7. Your Use of the Service

- a.** You must not copy or capture, or attempt to copy or capture, any content from the Websites or Service, unless given express permission by You&A.
- b.** You must not copy, republish, adapt, make available or otherwise communicate to the public, display, perform, transfer, share, distribute or otherwise use or exploit any content on or from the Websites and/or Service.
- c.** You must not use any content in any way that is designed to create a separate service or that replicates any part of the offering of the Service.
- d.** You must not employ scraping or similar techniques to aggregate, repurpose, republish or otherwise make use of any content.
- e.** You must not employ any techniques or make use of any services, automated or otherwise, designed to misrepresent your activity on the Service, including without limitation by the use of bots, botnets, scripts, apps, plugins, extensions or other automated means to register accounts, log in, send messages, post comments, or otherwise to act on your behalf, particularly where such activity occurs in a multiple or repetitive fashion. You must not offer or promote the availability of any such techniques or services to any other users of the Service.
- f.** You must not alter or remove, or attempt to alter or remove, any trademark, copyright or other proprietary or legal notices contained in, or appearing on, the Websites or any Content appearing on the Websites.
- g.** You must not, and must not permit any third party to, copy or adapt the object code of the Websites, or reverse engineer, reverse assemble, decompile, modify or attempt to discover any source or object code of any part of the Websites, or circumvent or attempt to circumvent or copy any copy protection mechanism or access any rights management information pertaining to content on the Websites.
- h.** You must not use the Websites to upload, post, store, transmit, display, copy, distribute, promote, make available or otherwise communicate to the public:

- i.** any content that is offensive, abusive, libelous, defamatory, obscene, racist, sexually explicit, ethnically or culturally offensive, indecent, that promotes violence, terrorism, or illegal acts, incites hatred on grounds of race, gender, religion or sexual orientation, or is otherwise objectionable in You&A's sole and reasonable discretion;
 - ii.** any information, content or other material that violates, plagiarizes, misappropriates or infringes the rights of third parties including, without limitation, copyright, trademark rights, rights of privacy or publicity, confidential information or any other right; or
 - iii.** any content that violates, breaches or is contrary to any law, rule, regulation, court order or is otherwise is illegal or unlawful in You&A's sole and reasonable opinion;
 - iv.** any material of any kind that contains any virus, Trojan horse, spyware, adware, malware, bot, time bomb, worm, or other harmful or malicious component, which will or might overburden, impair or disrupt the Service or servers or networks forming part of, or connected to, the Service, or which does or might restrict or inhibit any other user's use and enjoyment of the Service; or
 - v.** any unsolicited or unauthorized advertising, promotional messages, spam or any other form of solicitation.
- i.** You must not commit or engage in, or encourage, induce, solicit or promote, any conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law or regulation.
- j.** You must not rent, sell or lease access to the Service, or any content on the Websites.
- k.** You must not deliberately impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity, for example, by registering an account in the name of another person or company, or sending messages or making comments using the name of another person.
- l.** You must not stalk, exploit, threaten, abuse or otherwise harass another user, or any You&A employee. If You&A determines that any user has threatened, stalked, harassed, or verbally abused any You&A employee or another You&A Member, You&A reserves the right to immediately terminate that user's membership and suspend access to the Service.
- m.** You must not sell or transfer, or offer to sell or transfer, any You&A account to any third party without the prior written approval of You&A.
- n.** You must not collect or attempt to collect personal data, or any other kind of information about other users, including without limitation, through spidering or any form of scraping.
- o.** There is no tolerance for objectionable content or abusive users.
- p.** You must not violate, circumvent or attempt to violate or circumvent any data security measures employed by You&A; access or attempt to access data or materials which are not intended for your use; log into, or attempt to log into, a server or account which you are not authorized to access; attempt to scan or test the vulnerability of You&A's servers, system or network or attempt to breach You&A's data security or authentication procedures; attempt to interfere with the Websites or the Services by any means including, without limitation, hacking You&A's servers or systems, submitting a virus,

overloading, mail-bombing or crashing. Without limitation to any other rights or remedies of You&A under these Terms of Use, You&A reserves the right to investigate any situation that appears to involve any of the above, and may report such matters to, and cooperate with, appropriate law enforcement authorities in prosecuting any users who have participated in any such violations.

You agree to comply with the above conditions, and acknowledge and agree that You&A has the right, in its sole discretion, to terminate your account or take such other action as we see fit if you breach any of the above conditions or any of the other terms of these Terms of Use. This may include taking court action and/or reporting offending users to the relevant authorities.

8. You&A is a Marketplace; Limitation of Liability.

You&A acts as a marketplace to connect users (the “Users”) with individuals that may be able to answer User’s questions (the “Influencers”) (collectively, the “Parties”). You acknowledge and agree that You&A is not a party to any agreement between Parties, and that we are not liable to you for any loss incurred as the result of a Party’s acts or omissions, including without limitation failure to fulfill on a promise made, failure to communicate, breach of contract, conversion, fraud, negligence, intellectual property violations, or breach of any law or regulation.

You acknowledge and agree that You&A does not necessarily have control over the quality, safety, morality or legality of any aspect of any Party’s services, the truth or accuracy of any Party statements, or the ability of Parties to fulfill their obligations under an agreement with you. You&A cannot ensure that a Party will actually complete a transaction or follow through on their promises.

You&A cannot guarantee that any statement made by a Party is true. You&A encourages you to communicate directly with Party through the tools available on the Websites.

9. You Bear Risk of Upload.

You&A uses reasonable security measures in order to attempt to protect any content or information that you upload, including without limitation any information, photographs or other images, or intellectual property (collectively, “Your Content”). However, You&A cannot guarantee that there will be no unauthorized copying or distribution of Your Content nor will You&A be liable for any copying or usage of Your Content not authorized by You&A. You hereby release and forever waive any claims you may have against You&A for any such unauthorized copying or usage of Your Content, under any theory of liability. THE SECURITY MEASURES TO PROTECT YOUR CONTENT USED BY YOU&A HEREIN ARE PROVIDED AND USED “AS-IS” AND WITH NO WARRANTIES OR ASSURANCES 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.

10. Membership; Pricing.

a. Billing. You&A bills you through your Apple Pay or Credit Card for use of the Service. You agree to pay You&A all charges at the prices then in effect for any use of the Service by you or other persons (including your agents) using your iTunes Account, and you authorize You&A to charge your chosen payment provider (your "Payment Method") for the Service. You agree to make payment using that selected Payment Method. You&A reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment.

b. Payment Method. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen payment method.

c. Current Information Required. YOU MUST PROVIDE CURRENT, COMPLETE AND ACCURATE INFORMATION FOR YOUR PAYMENT METHOD. YOU MUST PROMPTLY UPDATE ALL INFORMATION TO KEEP YOUR BILLING INFORMATION IN YOUR iTUNES ACCOUNT CURRENT, COMPLETE AND ACCURATE (SUCH AS A CHANGE IN BILLING ADDRESS, CREDIT CARD NUMBER, OR CREDIT CARD EXPIRATION DATE), AND YOU MUST PROMPTLY NOTIFY YOU&A IF YOUR PAYMENT METHOD IS CANCELED (E.G., FOR LOSS OR THEFT) OR IF YOU BECOME AWARE OF A POTENTIAL BREACH OF SECURITY, SUCH AS THE UNAUTHORIZED DISCLOSURE OR USE OF YOUR USER NAME OR PASSWORD. CHANGES TO SUCH INFORMATION CAN BE MADE AT ACCOUNT SETTINGS. IF YOU FAIL TO PROVIDE YOU&A ANY OF THE FOREGOING INFORMATION, YOU AGREE THAT YOU&A MAY CONTINUE CHARGING YOU FOR ANY USE OF THE SERVICE UNDER YOUR PAYMENT METHOD UNLESS YOU HAVE TERMINATED YOUR SUBSCRIPTION FOR THE SERVICE (CONFIRMED BY YOU IN WRITING UPON REQUEST BY YOU&A).

d. Payment Method. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen payment method.

e. Payment to Influencers. You&A will collect payments made by Users (the "User Payment") via Apple Pay or Credit Card. Once You&A has confirmed that an Influencer answered a question asked by a User, You&A will remit 85% of the User's payment to the Influencer via PayPal (such payment, the "Influencer Payment"). You&A reserves the right to hold an Influencer Payment for any length of time, and for any reason, in its sole discretion.

f. Refunds. If an Influencer refuses to answer a User's question, that User may request a refund. In You&A's sole discretion, You&A may grant the User a refund of up to 98% of the User Payment. Notwithstanding the foregoing, You&A is not required or obligated to grant a refund to any User, and may refuse to do so, for any reason, in its sole discretion.

11. Modifications to Service.

You&A reserves the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that You&A shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

12. Blocking of IP Addresses.

In order to protect the integrity of the Services, You&A reserves the right at any time in its sole discretion to block Members from certain IP addresses from accessing the Websites and/or Service.

13. Term.

This Terms of Use will remain in full force and effect while you use the Websites and/or Service. You may terminate your membership at any time by visiting your Dashboard on You&A. If you resign or cancel your membership to You&A, to help You&A analyze and improve the Service, you may be asked to provide a reason for your resignation/cancellation.

You&A may terminate your membership for any reason by sending notice to you at the email address you provide in your application for membership, or such other email address as you may later provide to You&A. All decisions regarding the termination of accounts shall be made in the sole discretion of You&A. You&A is not required to provide you notice prior to terminating your membership. You&A is not required, and may be prohibited, from disclosing a reason for the termination of your account. Even after your membership is terminated, this Terms of Use will remain in effect. All terms that by their nature may survive termination of this Terms of Use shall be deemed to survive such termination.

14. Third Party Content.

You&A may provide third party content on the Websites and/or Service and may provide links to webpages and content of third parties (collectively, the “**Third-Party Content**”) as a service to those interested in this information. You&A does not control, endorse or adopt 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 You&A does not create Third-Party Content, nor does You&A update or monitor it. You&A is therefore not responsible for any Third-Party Content on the Service. Parties use such Third-Party Content at their own risk.

The Service may include links or references to other web sites or services solely as a convenience to You&A users (collectively, the “Reference Sites”). You&A does not endorse any Reference Sites or the information, materials, products, or services contained on or accessible through Reference Sites. In addition, your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service are solely between you and the relevant 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.

15. Intellectual Property.

You&A, the You&A logos and any other product or service name or slogan contained in the Service are trademarks of You&A or our suppliers or licensors and may not be copied, imitated or used, in whole or in part, without the prior written permission of You&A or the applicable trademark holder. Any authorized use of these trademarks must be in accordance with any guidelines that You&A may provide you from time to time.

You&A retains all proprietary rights in the Websites and the Service, except where otherwise noted. The Websites contain the copyrighted material, trademarks, and other proprietary information of You&A, and its licensors. Except where we have given you express written permission, you may not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information. All content on You&A is proprietary. Except where otherwise specified in this Agreement, all Content is copyrighted material of You&A and for You&A Members' use only. Distribution of Content to others is strictly prohibited. You agree that You&A would be irreparably harmed by any violation or threatened violation of this section and that, therefore, You&A shall be entitled to an injunction prohibiting you from any violation or threatened violation of this section, without posting bond, in addition to any other right or remedy it may have.

We may provide links to third party websites, and some of the content appearing on You&A may be supplied by third parties. You&A has no responsibility for these third party websites nor for their content, which is subject to and governed by the terms of use and/or privacy policies, if any, of the applicable third party content providers.

You may not use any metatags or any other hidden text utilizing “You&A” or any other name, trademark or product or service name of You&A without our prior written permission. In addition, the look and feel of the You&A Service, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of You&A and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Service are the property of their respective owners. Reference 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.

The Service is owned and operated by You&A. Unless otherwise indicated, all content and other materials on the Service, including, without limitation, You&A’s 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 United States copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws (including in your country of residence).

16. Ownership of Your Content; Licenses.

You acknowledge and agree that any of Your Content shall be owned by You&A upon its submission on the Websites and/or Service. You agree not to reuse or republish Your Content without You&A’s written approval. You&A reserves the right to use Your Content for any purpose. This shall in no way invalidate or otherwise effect the provisions of Sections 8 (“You&A is a Marketplace; Limitation of Liability”) or 21 (“Limitation of Liability”) of this Terms of Use.

17. Customer Reviews.

A Party may post reviews of another Party on the Websites (the “Reviews”). You acknowledge and agree that You&A is not responsible for the content of any Reviews, nor are we obligated to remove or alter any Reviews. Notwithstanding the foregoing, You&A reserves the right to remove any review at its sole discretion.

You&A explicitly disclaims all liability for the content of reviews and/or any damages arising therefrom. In the event that you believe a review is inaccurate or unfair, please contact us at info@youna.io.

18. Copyright Policy.

You&A prohibits the submission or posting of any information that infringes or violates the copyright rights and/or other intellectual property rights (including rights of privacy and publicity) of any person or entity.

Pursuant to Title 17, United States Code, Section 512(c)(2) or for any other claim of copyright infringement, you hereby agree that notifications of claimed copyright infringement be sent by certified mail to 265 W. 37th Street Flr. 22, New York, NY 11018.

When contacting us, please make sure that you include the following information:

- a.** a statement that you have identified Content on You&A that infringes your copyright or the copyright of a third party on whose behalf you are entitled to act;
- b.** a description of the copyright work(s) that you claim have been infringed;
- c.** a description of the Content that you claim is infringing and the You&A URL(s) where such Content can be located;
- d.** your full name, address and telephone number, a valid email address on which you can be contacted, and your You&A user name if you have one;
- e.** a statement by you that you have a good faith belief that the disputed use of the material is not authorized by the copyright owner, its agent, or the law; and
- f.** a statement by you that the information in your notice is accurate and that you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

In addition, if you wish for your notice to be considered as a notice pursuant to the United States Digital Millennium Copyright Act 17 U.S.C. Section 512(c), please also include the following:

- g.** with respect to your statement that you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed, confirmation that such statement is made under penalty of perjury; and
- h.** your electronic or physical signature (which may be a scanned copy).

You&A will process any notice of alleged infringement which it receives and will take appropriate action as required by the Digital Millennium Copyright Act (DMCA) 17 U.S.C. 512(c)(3) or other applicable copyright law. U.S. law provides significant penalties for submitting such a statement falsely. Under appropriate circumstances, persons who repeatedly submit infringing or unlawful material will be prohibited from posting further submissions.

The foregoing process applies to copyright only. If you discover any Content that you believe to be in violation of your trademark rights, please report this to us by mail or email at 265 W. 37th Street Flr. 22, New York, NY 11018 or info@youna.io. In all other cases, if you discover Content that infringes any or violates any of your other rights, which you believe is defamatory, pornographic, obscene, racist or otherwise liable to cause widespread offence, or which constitutes impersonation, harassment, spam or

otherwise violates these Terms of Use or applicable law, please report this to us at 265 W. 37th Street Flr. 22, New York, NY 11018 or info@youna.io.

19. Terms for the iOS App.

You acknowledge and agree that this Terms of Use is between you and You&A only, and that Apple is not a party to these Terms of Use. You&A, not Apple, is responsible for the App and its contents.

You must not use the iOS App except on an Apple-branded product that is running iOS. Any use of the App by you must comply with the relevant terms of use for the Apple Source from which you obtained it (including, without limitation, the Usage Rules set forth in the Apple App Store Terms of Service). You acknowledge and agree that Apple does not have any obligation to furnish you with maintenance and/or support services with respect to the App.

You further acknowledge and agree that Apple is not responsible for addressing or resolving any claims by you or a third party relating to your use and/or possession of the App, including, but not limited to, warranty or liability claims, claims that the App fails to conform to a legal or regulatory requirement, consumer protection or similar claims, or claims that the App infringes the intellectual property rights of a third party (including, without limitation, trademark, copyright, and/or patent rights).

Any claims, losses, liabilities, damages costs or expenses relating to a failure to conform to any warranty shall be You&A's responsibility, to the extent allowable by these Terms of Use. It is important that you read the entire Terms of Use, as other sections of these Terms of Use limit our liability.

Apple and its subsidiaries are third-party beneficiaries of these Terms of Use. By accepting these Terms of Use, you acknowledge and agree that Apple shall have the right (and will be deemed to have accepted that right) to enforce the Terms of Use against you as a third party beneficiary. Apple is the sole third party beneficiary and there are no other third-party beneficiaries of the Terms.

20. Repeat Infringer Policy.

In accordance with the DMCA and other applicable laws around the world, You&A has adopted a policy that it will promptly terminate without notice any user's access to the Service if that user is determined by You&A to be a "repeat infringer." A repeat infringer includes, without limitation a user who has been notified by You&A of infringing activity violations more than twice and/or who has had any user-submitted content removed from the Service more than twice. You&A may also at our sole discretion limit access to the 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.

In addition, You&A accommodates and does not interfere with standard technical measures used by intellectual property rights owners to protect their materials.

Please note that we do not offer refunds to Members whose accounts are terminated as a result of repeated infringement of these Terms of Use.

21. Limitation of Liability.

In no event shall You&A be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the Websites or Service, or use thereof. Nothing contained in the Websites or Service or in any written or oral communications from You&A or its employees or agents shall be construed to make any promise, covenant, warranty, or guaranty, all of which are explicitly disclaimed hereby, contrary to the statements and disclaimers contained in this paragraph.

The content and functionality on the Websites and Service, along with the services provided by employees of the Websites and Service, are offered “as is” without warranty of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. You&A makes no warranties, express or implied, as to the ownership, accuracy, completeness or adequacy of the Websites’ content or that the functionality of the Websites or Service will be uninterrupted or error-free or free from virus or third party attack. You hereby acknowledge that your use of the Websites and the Service is at your sole risk. UNDER NO CIRCUMSTANCES SHALL YOU&A, ITS OFFICERS, OWNERS, EMPLOYEES OR AGENTS AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS BE LIABLE FOR ANY DAMAGES, INCLUDING DIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT DIRECTLY OR INDIRECTLY RESULT FROM USE OF, OR INABILITY TO USE, THE WEBSITES OR SERVICE OR THE INFORMATION CONTAINED THEREIN, INCLUDING WITHOUT LIMITATION FOR VIRUSES ALLEGED TO HAVE BEEN OBTAINED FROM THE WEBSITES OR SERVICE, EVEN IF YOU&A HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND REGARDLESS OF THE THEORY OF LIABILITY.

TO THE GREATEST EXTENT PERMITTED BY LAW, YOU AGREE THAT IN NO EVENT WILL YOU&A HAVE ANY LIABILITY, CONTINGENT OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES IN ANY WAY ARISING OUT OF OR RELATING TO THE AGREEMENT, WEBSITES OR THE SERVICE, INCLUDING, BUT NOT LIMITED TO PHYSICAL INJURY, DEATH, PROPERTY DAMAGE, LOST PROFITS, LOST DATA, LOSS OF GOODWILL, COPYRIGHT INFRINGEMENT, WORK STOPPAGE, EQUIPMENT FAILURE OR MALFUNCTION, PERSONAL INJURY, PROPERTY DAMAGE, OR ANY OTHER DAMAGES OR LOSSES, EVEN IF YOU&A HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, AND

REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, STATUTE, INDEMNITY OR OTHERWISE) UPON WHICH SUCH LIABILITY IS BASED.

In the event that any of the foregoing limitations are deemed to be unenforceable, to the greatest extent permitted by law, you agree that the entire aggregate liability of You&A and sole remedy available to any Member in any case in any way arising out of or relating to the Agreement, Websites or the Service shall be limited to monetary damages that in the aggregate may not exceed the greater of \$500.00 or the sum of any amount paid by the Member or user to You&A during the six months prior to notice to You&A of the dispute for which the remedy is sought.

22. Indemnity by You.

You agree to indemnify and hold You&A, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, arising out of or related to:

- a.** your use of the Service and/or Websites in violation of this Terms of Use and/or arising from a breach of this Terms of Use including without limitation your representations and warranties set forth above;
- b.** any third party claim, including without limitation for physical injury, property damage, or death, arising from your use of the Services;
- c.** any third party claim of infringement of copyright or other intellectual property rights or invasion of privacy arising from the hosting of Your Content on the Websites, and/or your making available thereof to other users of the Websites, and/or the actual use of Your Content by other users of the Websites or related services in accordance with these Terms of Use and the parameters set by you with respect to the distribution and sharing of Your Content;
- d.** any activity related to your account, be it by you or by any other person accessing your account with or without your consent unless such activity was caused by the act or default of You&A.

23. Attorney Fees.

In the event that You&A is successful in whole or in part in any action or proceeding related to or arising from this Terms of Use, you shall be responsible for You&A's attorneys' fees and costs.

24. Parental or Guardian Permission.

Some of the Content on the Websites may not be appropriate for children. CHILDREN UNDER THE AGE OF 13 ARE NOT PERMITTED TO USE THE WEBSITES AND/OR SERVICE UNLESS A SUPERVISING PARENT OR GUARDIAN IS PRESENT. INDIVIDUALS UNDER THE AGE OF 13 ARE NOT PERMITTED TO

SUBSCRIBE TO OUR FEE-BASED SERVICES OR GIVE YOU&A THEIR EMAIL ADDRESS OR ANY OTHER PERSONALLY IDENTIFIABLE INFORMATION.

25. Privacy.

Use of the Websites and/or the Service is also governed by our Privacy Policy, located at <http://www.youna.io/pp.pdf>.

26. Jurisdiction and Choice of Law; Dispute Resolution.

If there is any dispute arising out of the Websites and/or the Service, by using the Websites and/or Service, you expressly agree that any such dispute shall be governed by the laws of the State of New York, without regard to its conflict of law provisions, and you expressly agree and consent to the exclusive jurisdiction and venue of the state and federal courts of the State of New York, for the resolution of any such dispute.

Acceptance of the terms and conditions of this Agreement constitutes your consent to be sued in such courts and to accept service of process outside the State of New York with the same force and effect as if such service had been made within the State of New York. You hereby agree to accept service of process for any action hereunder by certified mail return receipt requested which service shall have the same force and effect as though service had been effected by personal service in the applicable jurisdiction. If any part of these terms is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of the remaining provisions.

27. Arbitration Provision/No Class Action.

Except where prohibited by law, as a condition of using the Websites and/or Service, you agree that any and all disputes, claims and causes of action (collectively, "Claim") arising out of or connected with the Websites and/or Service, shall be resolved individually, without resort to any form of class action, exclusively by binding arbitration for full and final settlement of such Claim, and judgment on the award rendered in the arbitration may be entered in any court having jurisdiction thereof. The parties shall split the arbitration and/or mediator costs. An award rendered by the arbitrator(s) may be entered and confirmed by the courts of the State of New York, County of New York, or the United States District Court for the Southern District of New York. The parties agree that any post-arbitration action seeking to enforce an arbitration award or action seeking equitable or injunctive relief shall be brought exclusively in the courts of the State of New York, County of New York, or the United States District Court for the Southern District of New York.

28. No Third Party Beneficiaries.

You agree that, except as otherwise expressly provided in this Terms of Use, there shall be no third party beneficiaries to this Terms of Use.

29. Availability Outside the U.S.

If you access You&A from outside of the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. If you access the Websites or Service from outside of the United States, you acknowledge that any personal information you provide will be processed in the United States and other geographies as selected by us in our sole discretion, and you hereby consent to the collection and processing of your personal information in a manner consistent with this Agreement and the Privacy Policy.

30. Entire Agreement.

This Terms of Use, along with the Privacy Policy, contains the entire agreement between you and You&A regarding the use of the Websites and/or the Service.

31. Severability; Waiver.

If any provision of this Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Terms of Use, which shall remain in full force and effect. No waiver of any term of this Terms of Use shall be deemed a further or continuing waiver of such term or any other term. In addition, You&A's failure to enforce any term of this Terms of Use shall not be deemed as a waiver of such term or otherwise affect You&A's ability to enforce such term at any point in the future.

32. Headings.

The section headings contained in this Terms of Use are for reference purposes only and shall not in any way affect the meaning or interpretation of this Terms of Use.

Please contact us with any questions regarding this agreement.

You&A reserves all rights not expressly granted in these Terms of Use.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.