# Terms of Use YOUR

YOUR enables everyone to contribute in creating the one place for educating, creating, curating, earning and owning in the space of product content.

To facilitate our extensive community, we provide the essential infrastructure and organizational framework for the development of multilingual product content medium and other endeavors which serve this mission. We strive to make and keep educational and informational product content available on the internet free of charge for individuals, in perpetuity.

We welcome you as a reader, creator, curator, or downloader of the YOUR platforms, and we encourage you to join the YOUR community. Before you participate, however, we ask that you please read and agree to the following Terms of Use (“Terms of Use”).

## YOUR Terms of Use

Please read these Terms of Use carefully before accessing or using the YOUR platforms. These Terms of Use constitute an agreement between YOUR and you and governs your permitted use of the YOUR platforms ONLY, including any Services or Products that are part of the YOUR platforms. By accessing or using the Services in any manner, including without limitation by visiting or browsing the YOUR platforms or registering for an account with YOUR, you affirm that you have read, understand, and agree to be bound by these Terms of Use, as well as the Privacy Policy. YOUR reserves the right, at its discretion, to modify these Terms of Use at any time by posting revised Terms of Use on the YOUR platforms and by providing notice via email, where possible, or on the YOUR platforms. You shall be responsible for reviewing and becoming familiar with any such modifications. Your access to or use of the Services following such modification constitutes your acceptance of the terms and conditions of these Terms of Use as modified. To reiterate, and for clarity, these Terms of Use apply to all who access or use the Services, including without limitation users who contribute content, information, and other materials or services, registered or otherwise.

PLEASE BE AWARE THAT BY USING THE YOUR PLATFORMS, EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE SECTION TITLED “MANDATORY ARBITRATION” BELOW, YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

## Binding and legally enforceable contracts

As stated above, these Terms of Use constitute an agreement between YOUR and you and governs your use of the YOUR platforms. These Terms of Use do NOT govern the use of our Talent, Enterprise and other YOUR products and services that are not part of the YOUR platforms. In the event of any conflict between the terms and conditions of these Terms of Use and any such service or licensing agreements, the terms and conditions of the Terms of Use shall prevail.

## Age Eligibility

You must be at least 13 years old to access or use the YOUR platforms or Services, including without limitation to complete a YOUR account registration. By accessing or using the Services in any manner, you represent and warrant that you are at least 13 years of age. If you are under 13 years old, you may not, under any circumstances or for any reason, access or use the Services or Network in any manner, and may not provide any personal information to or on the Services or Network (including, for example, a name, address, telephone number or email address).

If you are located within the European Union, you must be at least 16 years old to access or use the YOUR platforms or Services, including without limitation to complete a YOUR Account Registration. By accessing or using the Services or the YOUR platforms in any manner, you represent and warrant that you are at least 16 years of age. If you are under 16 years old, you may not, under any circumstances or for any reason, access or use the Services or YOUR platforms in any manner, and may not provide any personal information to or on the Services or YOUR platforms (including, for example, a name, address, telephone number or email address).

## Access

Any user of the YOUR platforms is welcome to participate in community discussions, to answer questions, and to share their hard earned knowledge with YOUR community participants, provided that they comply with the obligations set forth in these Terms of Use, and to the extent that use of the YOUR platforms does not conflict with the applicable laws, rules and regulations of the user’s jurisdiction.YOUR reserves the right to refuse, suspend or terminate your access to the YOUR platforms if it determines, in its sole discretion, that you have in any way violated these Public Network Terms or are otherwise ineligible to access or use the Platforms or Services. If your actions are determined by us to violate these Terms of Use YOUR may, in its sole discretion, try to remediate that violation by working with you individually, but is under no obligation to do so, and if any such remediation efforts are unsuccessful (in YOUR’s sole discretion), then YOUR may revoke your rights to the YOUR platforms. You are solely responsible for ensuring that these Terms of Use are in compliance with all laws, rules and regulations applicable to you, and the right to access the Platforms or any Services is revoked where these Terms of Use or use of the Platforms or any Services is prohibited or conflicts with any applicable law, rule or regulation.

YOUR will use reasonable efforts to make the YOUR platforms available 24/7/365, but from time-to-time we will have scheduled outages for maintenance purposes and other upkeep. Where feasible, we may, in our sole discretion, make efforts to inform you about any outages and report on the nature and reason for any outages that may occur in an open and transparent manner, though we are under no obligation to do so, and in any case will not be liable for any downtime.

## User Obligations

* To access some of the YOUR platform features you will need to register for an account as an individual and consent to these Terms of Use. If you do not consent to these Terms of Use, YOUR reserves the right to refuse, suspend or terminate your access to the YOUR platforms and/or Services.
* You are solely responsible for ensuring that your account registration is complete and remains up to date. You have the right to discontinue use of, or terminate, your account whenever you like, and subject to our Privacy Policy, control the use and sharing of your account information. Please note that any content or information you share publicly is governed by the terms described below in the section titled “Content Permissions, Restrictions, and Creative Commons Licensing,” and you should be aware that once you place content in the public sphere, you willingly give up some rights and control over such content.
* YOUR strongly encourages you to review our Privacy Policy, which explains how we will handle, process, and use your personal data, and with whom, and how we will share this data.
* YOUR is a community and we expect you to treat each member of the YOUR community with respect. Whether a community member is creating their first content piece, or is a reputation superstar, we respect you and welcome you, but we also require you to be kind to one another. To prevent bad actors from creating a negative community experience, we have outlined what we believe to be common sense rules for community participation and reserve the right to pause or terminate your account if you engage in disruptive, abusive, or nefarious behavior outside of YOUR’s Acceptable Use Policy, which is hereby incorporated into these Terms of Use.
* You are solely responsible for obtaining and maintaining any equipment or ancillary services needed to connect to or access the Platforms or otherwise use the Services, including without limitation modems, hardware, software, and long distance or local telephone service. You are solely responsible for ensuring that such equipment or ancillary services are compatible with the Services and Platforms.
* Some premium or additional features of YOUR may require a payment obligation for access and use. You are solely responsible for ensuring that your payment obligations, if any, remain current and not in arrears. In the event YOUR charges for features you will be clearly notified of the terms of any payment obligations and provided the opportunity to refuse such obligations before you incur any charges. Please note, however, that your refusal to accept payment obligations may result in your inability to access or use certain premium or additional features of YOUR

## Content Restrictions, and Permissions

### YOUR Content

All materials displayed or performed on the YOUR platforms, including but not limited to text, graphics, logos, tools, photographs, images, manuals, illustrations, software or source code, audio and video, and animations (collectively “YOUR platforms Content”) (other than YOUR platforms Content posted by individual “Subscriber Content”) are the property of YOUR and/or third parties and are protected by United States and international copyright laws (“YOUR Content”).

The YOUR platforms API shall be used solely pursuant to the terms of the API Terms of Use.

All trademarks, service marks, and trade names are proprietary to YOUR and/or third parties and use of the Platforms means you agree to abide by all copyright notices, information, and restrictions contained in any YOUR platforms Content accessed through the Services.

The YOUR platforms are protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws, international covenants, and other copyright laws. Other than as expressly set forth in these Terms of Use, you may not copy, modify, publish, transmit, upload, participate in the transfer or sale of, reproduce (except as provided in this Agreement), create derivative works based on, distribute, perform, display, or in any way exploit any of the YOUR platforms Content, software, materials, or Services in whole or in part. You may download or copy the YOUR platforms Content, and other items displayed on the public Network for download or personal use provided that you maintain all copyright and other notices contained in such Public Content.

From time to time, YOUR may make available compilations of all the Creations on the YOUR platforms. Creations are licensed under the CC BY-SA license. By downloading the product content, you agree to be bound by the terms of that license.

Any other downloading, copying, or storing of any public Platform Content (other than Subscriber Content or content made available via the YOUR API) for other than personal, noncommercial use is expressly prohibited without prior written permission from YOUR or from the copyright holder identified in the copyright notice per the Creative Commons License. In the event you download software from the public YOUR platforms the software including any files, images incorporated in or generated by the software, the data accompanying the software (collectively, the “Software”) is licensed to you by YOUR or third party licensors for your personal, noncommercial use, and no title to the Software shall transfer to you. YOUR or third party licensors retain full and complete title to the Software and all intellectual property rights therein.

### Subscriber Content

You agree that any and all content, including without limitation any and all text, graphics, logos, tools, photographs, images, illustrations, software or source code, audio and video, animations, and product feedback (collectively, “Content”) that you provide to the YOUR platforms, is perpetually and irrevocably licensed to YOUR on a worldwide, royalty-free, non-exclusive basis pursuant to Creative Commons licensing terms (CC BY-SA 4.0), and you grant YOUR the perpetual and irrevocable right and license to access, use, process, copy, distribute, export, display and to commercially exploit such Product Content, even if such Subscriber Content has been contributed and subsequently removed by you as reasonably necessary to, for example (without limitation):

* Provide, maintain, and update the YOUR platforms
* Process lawful requests from law enforcement agencies and government agencies
* Prevent and address security incidents and data security features, support features, and to provide technical assistance as it may be required
* Aggregate data to provide product optimization

This means that you cannot revoke permission for YOUR to publish, distribute, store and use such content and to allow others to have derivative rights to publish, distribute, store and use such content. The CC BY-SA 4.0 license terms are explained in further detail by Creative Commons, and the license terms applicable to content are explained in further detail here. You should be aware that all YOUR platforms Content you contribute is available for public copy and redistribution, and all such YOUR platforms Content must have appropriate attribution.

As stated above, by agreeing to these Terms of Use you also agree to be bound by the terms and conditions of the Acceptable Use Policy incorporated herein, and hereby acknowledge and agree that any and all YOUR platforms Content you provide to the YOUR platforms is governed by the Acceptable Use Policy.

## Disclaimer of Warranties

TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOUR DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, WHETHER EXPRESS, IMPLIED, OR STATUTORY. YOUR PROVIDES NO GUARANTEES THAT THE SERVICES OR PLATFORMS WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS AND PROVIDES THE NETWORK, SERVICES, AND ANY RELATED CONTENT OR PRODUCTS SUBJECT TO THESE TERMS OF USE ON AN “AS IS” BASIS.

## Indemnification

You will indemnify and hold YOUR, its directors, officers, employees, agents, consultant, contractors, partners, vendors and service providers (including, without limitation, hosting and telecommunications providers) harmless, including costs and attorneys’ fees, from any claim or demand made by any third party due to or arising out of your access to the YOUR Platforms, use of YOUR products or services made available on the public YOUR Platforms, your violation of this Agreement, or your infringement or any third party using your account, of any intellectual property right.

## Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOUR AND ITS AFFILIATES SHALL NOT BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE YOUR PLATFORMS OR SERVICES (I) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF DATA, OPPORTUNITIES, REPUTATION, PROFITS OR REVENUES, OR (II) FOR ANY DIRECT DAMAGES IN EXCESS OF ONE HUNDRED DOLLARS ($100) IN THE AGGREGATE, EVEN IF YOUR OR ITS AFFILIATES HAVE BEEN TOLD OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF THESE REMEDIES FAIL THEIR ESSENTIAL PURPOSE. NOTHING IN THIS LIMITATION OF LIABILITY SHALL PREVENT YOUR’S RIGHT TO SEEK AND OBTAIN EQUITABLE RELIEF. NOTWITHSTANDING SUCH RIGHT OF EQUITABLE RELIEF, TO THE EXTENT THAT APPLICABLE LAW DOES NOT PERMIT SUCH LIMITATION OF LIABILITY OR EXCLUSION OF LIABILITY, SUCH LIMITATION WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## Copyright Policy

### Assignment and Jurisdiction

YOUR reserves the right to assign our rights and obligations under these Terms of Use (in whole or in part) without your consent to a corporate affiliate, or in connection with a merger, acquisition, corporate restructure or reorganization, or due to the sale of all or substantially all of our assets.

These Terms of Use will be governed by and construed in accordance with the applicable laws of the State of New York, without giving effect to the principles of that State regarding conflicts of laws. Both you and YOUR hereby irrevocably agree to the sole and exclusive personal jurisdiction of the Courts of the State of New York with respect to any action, suit, or proceeding brought by it or against it by the other party in connection with the YOUR platforms or Services. Notwithstanding the foregoing, these Terms of Use shall not prevent either party from seeking injunctive relief with respect to a violation of the confidentiality provisions and indemnification provisions contained in these Terms of Use. The Uniform Commercial Code shall not apply to the provisions of these Terms of Use to the fullest extent permitted by law. No shrinkwrap or click-wrap terms contained in any purchase order or any Company or Team form shall apply to or supersede these Terms of Use. In the event of any conflict between the terms and conditions of these Public Network Terms and any such shrinkwrap or click-wrap terms, the terms and conditions of the former shall prevail.

### Mandatory Arbitration

YOU AGREE THAT WITH RESPECT TO ALL DISPUTES BETWEEN YOU AND YOUR OR ITS AFFILIATES OR ITS OFFICERS, DIRECTORS, OR EMPLOYEES (WHETHER OR NOT SUCH DISPUTE INVOLVES A THIRD PARTY) WITH REGARD TO YOUR RELATIONSHIP WITH US, INCLUDING WITHOUT LIMITATION DISPUTES RELATING TO THESE TERMS OF USE, YOUR USE OF THE YOUR PLATFORMS OR SERVICES, AND/OR RIGHTS OF PRIVACY AND/OR PUBLICITY, YOU AND YOUR SHALL FIRST CONSULT WITH EACH OTHER TO ATTEMPT TO RESOLVE SUCH DISPUTE IN A MANNER SATISFACTORY TO BOTH PARTIES, AND THAT IF A RESOLUTION IS NOT REACHED WITHIN NINETY (90) DAYS, THEN THE DISPUTE SHALL BE REFERRED TO AND RESOLVED BY BINDING ARBITRATION UNDER JAMS, INC.’S RULES FOR ARBITRATION OF CONSUMER-RELATED DISPUTES AND YOU AND WE HEREBY EXPRESSLY WAIVE TRIAL BY JURY; PROVIDED, HOWEVER, THAT TO THE EXTENT THAT YOU HAVE IN ANY MANNER VIOLATED OR THREATENED TO VIOLATE OUR INTELLECTUAL PROPERTY RIGHTS, WE MAY SEEK INJUNCTIVE OR OTHER APPROPRIATE RELIEF IN ANY STATE OR FEDERAL COURT IN THE STATE OF NEW YORK. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. As an alternative, you may bring your claim in your local “small claims” court, if permitted by that small claims court’s rules and if within such court’s jurisdiction, unless such action is transferred, removed or appealed to a different court. You may bring claims only on your own behalf. Neither you nor we will participate in a class action or class-wide arbitration for any claims covered by this agreement to arbitrate. YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. You also agree not to participate in claims brought in a private or representative capacity, or consolidated claims involving another person’s account, if we are a party to the proceeding. This dispute resolution provision will be governed by the Federal Arbitration Act and not by any state law concerning arbitration. In the event JAMS, INC. is unwilling or unable to set a hearing date within one hundred and sixty (160) days of filing the case, then either we or you can elect to have the arbitration administered instead by the American Arbitration Association. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms of Use. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of the public YOUR platforms or these Terms of Use must be filed within one (1) year after such claim of action arose or be forever banned.

You agree that, notwithstanding anything in the foregoing, any arbitration proceeding between you and us will be conducted in New York, NY, USA, that the language of the arbitration shall be in English, and that all arbitration proceedings shall be considered confidential in nature.

If you don’t want to be bound by the arbitration and class-action waiver provisions in this section, you must notify us in writing within thirty (30) days of the date that you first accept these Terms of Use (unless a longer period is required by applicable law), and then you must litigate any disputes against us in accordance with the “Assignment and Jurisdiction” section below. Your written notification must be mailed to us at YOUR. If you do not notify us in accordance with this paragraph, you agree to be bound by the terms of this section, including, without limitation, the arbitration and class-action waiver provisions, and also including such provisions in any modifications we make to these Terms of Use after the date of your first acceptance. Such notification must include: (i) your name; (ii) your email address and mailing address; and (iii) a statement that you do not wish to resolve disputes with us through arbitration or waive your ability to participate in a class action. If we make any changes to this section (other than a change to the address at which we will receive notices or rejections of future changes to this section), you may reject any such change by sending us written notice, within thirty (30) days of the change, to the address set out in the “Notices” section. It is not necessary to send us a rejection of a future change to this section if you had properly opted out within the first thirty (30) days after you first accepted the provisions in this section. If you have not properly opted out, then by rejecting a future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this section, as modified by any changes you did not reject. A notification sent pursuant to this paragraph solely affects these Terms of Use; if you previously entered into other arbitration or dispute resolution agreements with us or enter into other such agreements in the future, your notification that you are opting out of the provisions in this section shall not affect the other arbitration agreements between you and us.

### Survival

The sections entitled “Terms of Use”, “Contracts are Binding and Legally Enforceable – Please Read!”, “User Obligations”, “Content Permissions, Restrictions, and Creative Commons Licensing”, “Disclaimer of Warranties”, “Indemnification”, “Limitation of Liability”, “Assignment and Jurisdiction”, “Mandatory Arbitration”, “Survival”, “Merger and Severability”, “Notices”, “No Waiver”, and “Headings” shall survive any termination or expiration of these Terms of Use.

### Modifications

YOUR reserves the right, in its sole discretion, to modify or replace these Terms of Use, as our business evolves over time and to better provide Services and Products to the YOUR community, or to change, suspend, or discontinue the public Network and/or any Services or Products at any time by posting a notice on the public YOUR platforms or by sending you notice via e-mail or by another appropriate means of electronic communication.

### Merger and Severability

The parties to these Terms of Use are independent contractors and these Terms of Use shall not be construed to constitute any agency, partnership, joint venture, or employment relationship between you and YOUR. These Terms of Use represent the entire agreement between you and YOUR and supersede all prior or contemporaneous oral or written communications, proposals, and representations with respect to the public YOUR Platforms or Services or Products contemplated hereunder. If any provision of these Terms of Use is held to be invalid, void, unenforceable, or contrary to public policy, that provision will be limited or eliminated to the minimum extent necessary so that the remaining provisions of these Terms of Use shall remain and continue in full force and effect.

### Notices

Unless otherwise specified in these Terms of Use, all notices under these Terms of Use will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Electronic notices should be sent to legal@your.io.

### No Waiver

Our failure to enforce any part of these Terms of Use shall not constitute a waiver of our right to later enforce that or any other part of these Terms of Use. Waiver of compliance in any particular instance does not mean that we will waive compliance in the future. In order for any waiver of compliance with these Terms of Use to be binding, we must provide you with written notice of such waiver through one of our authorized representatives.

### Headings

The section and paragraph headings in these Terms of Use are for convenience only and shall not affect their interpretation.