

TERMS OF USE

Welcome to YOSTAR (HONG KONG) LIMITED, the website and YOSTAR (HONG KONG) LIMITED ("Yostar", "we" or "us"). This page explains the terms by which you may use our online and/or mobile services, website, games, and software provided on or in connection with the service (collectively the "Service"). By installing, accessing, or using the Service, or by checking a box or clicking a button signifying your assent to these terms, you signify that you have read, understood, and agree to be bound by this Terms of Use Agreement ("Agreement") and to the collection and use of your information as set forth in the Yostar [Privacy Policy](#), whether or not you are a registered user of our Service. Yostar reserves the right to modify these terms and will provide notice of these changes as described below. This Agreement applies to all visitors, users, and others who access the Service ("Users").

Please read this Agreement carefully to ensure that you understand each provision. This Agreement contains a mandatory individual arbitration and class action/jury trial waiver provision that requires the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions.

Some Services may be available (or only available) through accessing (or downloading from) a third party platform or store, including but not limited to, Facebook, the Epic Games Store, Steam game platform, the Google Play Store and Apple App Store (each, an "App Store"). Your use of the Services is also governed by any applicable agreements you have with any App Store (the "App Store Agreement(s)"). In the event of a conflict between any other App Store Agreement(s), from which you acquire one of our Games, and this Agreement with respect to your use of the Services, this Agreement will take priority.

1. Use of Our Service

Yostar develops and publishes mobile games that are available to play on the iOS and Android platforms and web games that are available to play on the Window, Mac and other computer systems.

A. Eligibility

This is a contract between you and Yostar. You must read and agree to these terms before using the Service. If you do not agree, you may not use the Service. You may use the Service only if you can form a binding contract with Yostar, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations.

You should ensure that you have reached the "age of majority" before using our Service. If you have not reached the age of majority in your area of residence, you must get permission from a parent or legal guardian to use or access to the Service and that parent or legal guardian must agree to this agreement. If you do not know whether you have reached the age of majority where you live, please do not use or access to the Service until you have asked your parent or legal guardian for help. If you are the parent or legal guardian of a minor who is using or accessing to the Service, you must

accept these terms on the minor's behalf and you will be responsible for all use of the account or Services, including purchases or other transactions made by the minor in connection with the Services

B. Service

Subject to the terms and conditions of this Agreement, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Service for your personal, noncommercial use only and as permitted by the features of the Service. Yostar reserves all rights not expressly granted herein in the Service and the Yostar Content (as defined below). Yostar may terminate this license at any time for any reason or no reason.

C. Accounts on the Service

Your Service account gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion. By connecting to the Service with a thirdparty service, such as Facebook, Amazon, Google+, or any other third-party service, you give us permission to access and use your information from that service as permitted by that service, and to store your log-in credentials for that service.

You may only use and operate one (1) User account at a time unless you have otherwise been given express prior written permission to do so from Yostar. You may never use another User's account without permission. Further, you may not sell, gift, trade, or transfer your User account to any other User for any reason whatsoever.

When creating your account, you must provide accurate and complete information, and you must keep this information up to date. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. You must notify Yostar immediately of any breach of security or unauthorized use of your account. Yostar will not be liable for any losses caused by any unauthorized use of your account.

When creating your account regarding the Service, you are prohibited from using politically sensitive, pornographic or any other inappropriate word, symbol or image in your account. It is in Yostar's sole discretion to censor and decide whether the content of your account is prohibited and Yostar is entitled to promptly cancel, suspend or nullify your account once it is deemed prohibited.

You may control your User profile and how you interact with the Service by changing the settings within your settings' menu. By providing Yostar your email address you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service and special offers. If you do not want to receive such

email messages, you may opt out or change your preferences in your settings' menu. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

D. Service Rules

You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated "scraping"; (ii) using any automated system, including without limitation "robots", "spiders", "offline readers", etc., to access the Service in a manner that sends more request messages to the Yostar servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that Yostar grants the operators of public search engines revocable permission to use spiders to copy public available materials from the Service for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Service; (vii) collecting or harvesting any personally identifiable information, including account names, from the Service; (viii) using the Service for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Service; (xi) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; (xii) bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein; (xiii) using cheats, exploits, automation software, bots, hacks, mods, or any unauthorized third-party software that modifies or interferes with the Service or any User's game experience; or (xiv) using or operating more than one (1) User account at a time without Yostar's prior written consent; (xv) making discriminatory remarks or taking discriminatory actions regarding race, ethnic, religion, gender, social status, territory, resident, body characteristic, clinical records, education, property or income; (xvi) making political remarks or taking political actions which may impact the Service in the Mobile Software, Web Software or the Game's SNS; (xvii) making profit from Yostar by fake, fraudulent or misleading statements or any other misconduct.

Accessing any audiovisual content that may be available on the Service for any purpose or in any manner other than Streaming (as defined below) is expressly prohibited unless explicitly permitted by the functionality of the Service. "Streaming" means a contemporaneous digital transmission of an audiovisual work via the Internet from the Service to a User's device in such a manner that the data is intended for real-time viewing and not intended to be copied, stored, permanently downloaded, or redistributed by the User.

If You fail to comply with the Service Rules under this Terms of Use, we may, without prior notice, change the Service; stop providing the Service or features of the Service, to you or to Users generally; or create usage limits for the Service; or revise and edit the remarks made by You when You use the Service or participate the Game's events or matches held by Yostar. We may permanently or temporarily terminate or suspend your access to the Service without notice and liability for any reason, including if in our sole determination you violate any provision of this Agreement, or for no reason. Upon termination for any reason or no reason, you continue to be bound by this Agreement.

You are solely responsible for your interactions with other Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. Yostar shall have no liability for your interactions with other Users, or for any User's action or inaction.

2. User Content

Some areas of the Service allow Users to post or provide content such as profile information, videos, images, music, comments, questions, and other content or information (any such materials a User submits, posts, displays, or otherwise makes available on the Service is referred to as "User Content"). We claim no ownership rights over User Content created by you. The User Content you create remains yours; however, by providing or sharing User Content through the Service, you agree to allow others to view, edit, and/or share your User Content in accordance with your settings and this Agreement. Yostar has the right (but not the obligation) in its sole discretion to remove any User Content that is shared via the Service.

You agree not to post User Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, obscene, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); (vii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or (viii) contains any information or content that you know is not correct and current or (ix) violates any school or other applicable policy, including those related to cheating or ethics. You agree that any User Content that you post does not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights (as defined below) or rights of privacy. To the extent that your User Content contains music, you hereby represent that you are the owner of all the copyright rights, including without limitation the performance, mechanical, and sound recordings rights, with respect to each and every musical composition (including lyrics) and sound recording contained in such User Content and have the power to grant the license granted below. Yostar reserves the right, but is

not obligated, to reject and/or remove any User Content that Yostar believes, in its sole discretion, violates any of these provisions. You understand that publishing your User Content on the Service is not a substitute for registering it with the copyrights authorities, guilds or any other governmental or non-governmental organization.

For the purposes of this Agreement, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

In connection with your User Content, you affirm, represent and warrant the following:

- A. You have the written consent of each and every identifiable natural person in the User Content, if any, to use such person's name or likeness in the manner contemplated by the Service and this Agreement, and each such person has released you from any liability that may arise in relation to such use.
- B. You have obtained and are solely responsible for obtaining all consents as may be required by law to post any User Content relating to third parties.
- C. Your User Content and Yostar's use thereof as contemplated by this Agreement and the Service will not violate any law or infringe any rights of any third party, including but not limited to any Intellectual Property Rights and privacy rights.
- D. Yostar may exercise the rights to your User Content granted under this Agreement without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise.

Yostar takes no responsibility and assumes no liability for any User Content that you or any other User or third party posts, sends, or otherwise makes available over the Service. You shall be solely responsible for your User Content and the consequences of posting, publishing it, sharing it, or otherwise making it available on the Service, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose, and you agree that Yostar shall not be liable for any damages you allege to incur as a result of or relating to any User Content.

3. User Content License Grant

By posting or otherwise making available any User Content on or through the Service, you expressly grant, and you represent and warrant that you have all rights necessary to grant, to Yostar a royaltyfree, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to

use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service and Yostar's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each User of the Service a non-exclusive license to access your User Content through the Service, and to use, reproduce, distribute, display and perform such User Content as permitted through the functionality of the Service and under this Agreement.

4. Mobile Software (Web Software)

We may make available software to access the Service via a mobile device ("Mobile Software") or computer ("Web Software"). To use the Mobile Software (Web Software) you must have a mobile device (computer) that is compatible with the Mobile Software (Web Software). Yostar does not warrant that the Mobile Software (Web Software) will be compatible with your device. You may use mobile (web) data in connection with the Mobile Software (Web Software) and may incur additional charges from your wireless provider for these services. You agree that you are solely responsible for any such charges. Yostar hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Software (Web Software) for one (1) account on one mobile device (computer) owned or leased solely by you, for your personal use. You may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Software (Web Software), except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Software (Web Software) to any third party or use the Mobile Software (Web Software) to provide time sharing or similar services for any third party; (iii) make any copies of the Mobile Software (Web Software); (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Software (Web Software), features that prevent or restrict use or copying of any content accessible through the Mobile Software (Web Software), or features that enforce limitations on use of the Mobile Software (Web Software); or (v) delete the copyright and other proprietary rights notices on the Mobile Software (Web Software). You acknowledge that Yostar may from time to time issue upgraded versions of the Mobile Software (Web Software), and may automatically electronically upgrade the version of the Mobile Software (Web Software) that you are using on your device. You consent to such automatic upgrading on your device, and agree that the terms and conditions of this Agreement will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile Software (Web Software) is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Software (Web Software) or any copy thereof, and Yostar or its third-party partners or suppliers retain all right, title, and interest in the Mobile Software/Web Software (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void. Yostar reserves all rights not expressly granted under this Agreement.

5. Software from App Store

The following applies to any Software you acquire from App Store:

- We, and not the App Store, are solely responsible for the Software.
- The App Store has no obligation to provide any Software maintenance or support.
- If the Software cannot meet its warranties (if any), you may notify the App Store and the App Store will refund you the purchase price of the Software (if applicable) and, to the maximum extent permitted by applicable law, the App Store will have no other warranty obligation whatsoever with respect to the Software. Any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be our sole responsibility.
- The App Store is not responsible for addressing any claims you have or any claims of any third party relating to the Software or your possession and use of the Software, including, without limitation: (i) product liability claims; (ii) any claim that the Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- In the event of any third party claim that the Software or your possession and use of the Software infringes that third party's intellectual property rights, we will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement.
- The App Store, and its subsidiaries, are third party beneficiaries of this Agreement and upon your acceptance of this Agreement, the App Store will have the right to enforce this Agreement against you as a third-party beneficiary thereof.
- You must also comply with all applicable third party terms of service or similar agreement when using the Mobile Software.

6. Our Proprietary Rights

Except for your User Content, the Service and all materials therein or transferred thereby, including, without limitation, software, game clients, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, games, titles, computer code, themes, objects, characters, character names, stories, dialogue, phrases, concepts, artwork, animations, sounds, musical compositions, audiovisual effects, methods of operation, moral rights, documentation, in-game chat transcripts, character profile information, recordings of games played using a Yostar game client, and User Content belonging to other Users (the "Yostar Content"), and all Intellectual Property Rights related thereto, are the exclusive property of Yostar and its licensors (including other Users who post User Content to the Service). Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any Yostar Content. Use of the Yostar Content for any purpose not expressly permitted by this Agreement is strictly prohibited.

You may choose to or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products ("Ideas"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Yostar under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Yostar does not waive any rights to use similar or related ideas previously known to Yostar, or developed by its employees, or obtained from sources other than you.

7. Yostar Property

The Service contains data, information, and other content not owned by you, such as reputational or status indicators in-world currency, and/or fictional property representing virtual achievements (for instance, trophies or powers) ("Yostar Property"). You understand and agree that regardless of terminology used, Yostar Property represents a limited license right governed solely by the terms of this Agreement and available for distribution at Yostar's sole discretion. Yostar Property is not redeemable for any sum of money or monetary value from Yostar or any third party at any time. You further agree not to sell or redeem any Yostar Property for any sum of money or monetary value from any third party. You acknowledge that you do not own the account you use to access the Service, nor do you possess any rights of access or rights to data stored by or on behalf of Yostar on Yostar servers, including without limitation any data representing or embodying any or all of your Yostar Property. You agree that Yostar has the absolute right to manage, regulate, control, modify and/or eliminate Yostar Property as it sees fit in its sole discretion, in any general or specific case, and that Yostar will have no liability to you based on its exercise of such right. All data on Yostar's servers are subject to deletion, alteration or transfer. Notwithstanding any value attributed to such data by you or any third party, you understand and agree that any data, account history and account content residing on Yostar's servers, may be deleted, altered, moved or transferred at any time for any reason in Yostar's sole discretion, with or without notice and with no liability of any kind. Yostar does not provide or guarantee, and expressly disclaims, any value, cash or otherwise, attributed to any data residing on Yostar's servers.

8. Paid Services

A. In-Service Purchases. In certain areas of the Service, you may purchase with "real world" currency a limited, personal, non-transferable, non-sublicensable, revocable license to use: (a) "virtual currency" including, but not limited to virtual cash or gems; (b) certain types of Yostar Property; and (c) certain other goods or services ("Merchandise"). Yostar may manage, regulate, control, modify, or eliminate Yostar Property and Merchandise at any time, with or without notice, and shall have no liability to you or any third party if Yostar exercises any such rights. The transfer of Yostar Property and Merchandise is prohibited except where expressly authorized in the Service. Other than as expressly authorized in the Service, you shall not sell, redeem, or otherwise transfer Yostar Property or Merchandise to any person or entity, including but not limited to other Users or

third parties. The provision of certain Yostar Property for use on the Service is a service provided by Yostar that commences promptly upon acceptance by Yostar of your purchase.

B. No Refunds. Please be noted that while using your account, completed payments cannot be canceled and there are no refunds for completed payments. You may cancel your Yostar account at any time; however, there are no refunds for cancellation. In the event that Yostar suspends or terminates your account or this Agreement, you understand and agree that you shall receive no refund or exchange for any Yostar Property, any unused time on a subscription, any license or subscription fees for any portion of the Service, any content or data associated with your account, or for anything else. Further, all purchases of Yostar Property and Merchandise are non-refundable, and Yostar shall not be required to provide a refund for any reason.

C. Payment Information; Taxes. All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the Service must be accurate, complete, and current. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with the Service at the prices in effect when such charges are incurred. You will pay any applicable taxes, if any, relating to any such purchases, transactions or other monetary transaction interactions.

D. Special Rules. You may login Apple-Sourced Software, Google-Sourced Software or Web Software of the same Game with the same account of yours by different devices (computer or mobile device) in different time. You may purchase Jade, Outfit Voucher and any other items in Game, or you may get those items for free in according with every campaign rules of Game. These Jade, Outfit Voucher and any other items which you get for free, including bonus, rewards and through other ways given by Yostar for free, can be used commonly among these softwares aforementioned.

However, these Jade, Outfit Voucher purchased by you or other paid items couldn't be used commonly.

9. Privacy

We care about the privacy of our Users. You understand that by using the Services you consent to the collection, use and disclosure of your personally identifiable information and aggregate data as set forth in our [Privacy Policy](#).

10. Security

Yostar cares about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

11. Beta Testing

From time to time we may offer a beta version of one of our Services (a “Beta”). As the name implies, Betas are not commercial launch versions, are not guaranteed to work properly, and may make other parts of your system not work properly as well. For the license granted to you above to extend to the Beta (meaning, for you to have permission to use the Beta), you acknowledge and agree to the following terms in addition to the rest of this Agreement:

- (a) We may automatically delete or modify the information stored on your computer related to the Beta for any reason at any time during the duration of the Beta test;
- (b) We may terminate the Beta test at any time, which would then render your Beta unplayable or unable to function properly. When we terminate a Beta, you must delete the local Beta instance on your computer and all documents and materials you received from us in connection with the Beta;
- (c) Use of a Beta is subject to confidential treatment of that Beta and all elements thereof. "Confidential Information" means any information disclosed by us to you, or accessed or provided by you, in relation to the Beta (including any feedback provided and the Game itself). You agree that you will:
 - (i) not use any Confidential Information other than as necessary to use the Game in accordance with this Agreement;
 - (ii) maintain Confidential Information in strict confidence and use the same degree of care to protect it as you use to protect your own confidential information, but in no circumstances less than reasonable care;
 - (iii) not disclose the Confidential Information to any person or entity other than as permitted by us; and
 - (iv) not make any public announcements related to Beta or the Service, including publishing or disclosing any information (e.g. screenshots and specifications) relating to the Beta, without our prior written approval, which we may grant or withhold in our sole discretion.
- (d) Termination of a Beta by us is not grounds for any kind of refund and your participation in a Beta does not entitle you to any compensation or any free Services, including any Content and Game Currency; and

If and when we release a full (non-Beta) version of the particular Game and we may allow your use of the Game to continue to the full version. If so allowed by us, your continued use of the Game will no longer be subject to this Section 11 but will still be subject to the rest of this Agreement.

12. Third-Party Links and Information

The Service may contain links to third-party materials that are not owned or controlled by Yostar. Yostar does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third-party website or service from the Service or share your User Content on or through any third-party website or service, you do so at your own risk, and you understand that this Agreement and Yostar's [Privacy Policy](#) do not apply to your use of such sites. You expressly relieve Yostar from any and all liability arising from your use of any third-party website, service, or content, including without limitation User Content submitted by other Users. Additionally, your dealings with or participation in promotions of advertisers found on

the Service, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that Yostar shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

13. Indemnity

You agree to defend, indemnify and hold harmless Yostar and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation; (v) User Content or any content that is submitted via your account including without limitation misleading, false, or inaccurate information; (vi) your willful misconduct; or (vii) any other party's access and use of the Service with your unique username, password or other appropriate security code.

14. No Warranty

The Service is provided on an "as is" and "as available" basis. Use of the Service is at your own risk. To the maximum extent permitted by applicable law, the Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. No advice or information, whether oral or written, obtained by you from Yostar or through the Service will create any warranty not expressly stated herein. Without limiting the foregoing, Yostar, its subsidiaries, its affiliates, and its licensors do not warrant that the content is accurate, reliable or correct; that the Service will meet your requirements; that the Service will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Service is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Service is downloaded at your own risk and you will be solely responsible for any damage to your computer system or mobile device or loss of data that results from such download or your use of the Service.

Yostar does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Service or any hyperlinked website or service, and Yostar will not be a party to or in any way monitor any transaction between you and third-party providers of products or services.

Some jurisdictions do not allow the exclusion and limitations of certain implied warranties, so the above exclusions may not apply to you. This agreement gives you specific legal rights, and you may also have other rights which vary from different jurisdictions. The disclaimers and exclusions under this Agreement will not apply to the extent prohibited by applicable law.

15. Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall Yostar, its affiliates, agents, directors, employees, suppliers or licensors be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, this service. Under no circumstances will Yostar be responsible for any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Service or your account or the information contained therein.

To the maximum extent permitted by applicable law, Yostar assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein; (iv) any interruption or cessation of transmission to or from the Service; (v) any bugs, viruses, trojan horses, or the like that may be transmitted to or through our service by any third party; (vi) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Service; and/or (vii) User Content or the defamatory, offensive, or illegal conduct of any third party. In no event shall Yostar, its affiliates, agents, directors, employees, suppliers, or licensors be liable to you for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount you paid to Yostar hereunder or \$100.00, whichever is greater.

This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if Yostar has been advised of the possibility of such damage. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This agreement gives you specific legal rights, and you may also have other rights which vary from different jurisdictions. The disclaimers, exclusions, and limitations of liability under this Agreement will not apply to the extent prohibited by applicable law.

The Service is controlled and operated from facilities in Hong Kong. Yostar makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable Hong Kong and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by Hong Kong, or are a foreign person or entity blocked or denied by Hong Kong government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in Hong Kong.

16. Governing Law, Arbitration, and Class Action/Jury Trial Waiver

A. **Governing Law.** You agree that: (i) the Service shall be deemed solely based in Hong Kong; and (ii) This Agreement shall be governed by the substantive laws of Hong Kong, without respect to its conflict of laws principles. The parties acknowledge that this Agreement evidences a transaction involving transnational commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by applicable Hong Kong laws. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to competent Hong Kong courts for any actions for which we retain 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 our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that Hong Kong is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.

B. **Arbitration.** Read this section carefully because it requires the parties to arbitrate their disputes and limits the manner in which you can seek relief from Yostar. For any dispute with Yostar, you agree to first contact us and attempt to resolve the dispute with us informally. In the unlikely event that Yostar has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration by HKIAC, under the arbitration rules then in effect for HKIAC, except as provided herein. HKIAC may be contacted at <http://www.hkiac.org>. The arbitration will be conducted in Hong Kong, unless you and Yostar agree otherwise. If you are using the Service for commercial purposes, each party will be responsible for paying any HKIAC filing, administrative and arbitrator fees in accordance with HKIAC rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing Yostar from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Intellectual Property Rights or other proprietary rights.

C. **Class Action/Jury Trial Waiver.** With respect to all persons and entities, regardless of whether they have obtained or used the Service for personal, commercial or other purposes, all claims must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class action, collective action, private attorney general action or other representative proceeding. This waiver applies to class arbitration, and, unless we agree otherwise, the arbitrator may not consolidate more than one person's claims. You agree that, by entering into this Agreement, you and

Yostar are each waiving the right to a trial by jury or to participate in a class action, collective action, private attorney general action, or other representative proceeding of any kind.

17. General

A. Assignment. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Yostar without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

B. Notification Procedures and Changes to the Agreement. Yostar may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our website, as determined by Yostar in our sole discretion. Yostar reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in this Agreement. Yostar is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. Yostar may, in its sole discretion, modify or update this Agreement from time to time, and so you should review this page periodically. When we change the Agreement in a material manner, we will update the "last modified" date at the bottom of this page and notify you that material changes have been made to the Agreement. Your continued use of the Service after any such change constitutes your acceptance of the new Terms of Use. If you do not agree to any of these terms or any future Terms of Use, do not use or access (or continue to access) the Service.

C. Entire Agreement/Severability. This Agreement, together with any amendments and any additional agreements you may enter into with Yostar in connection with the Service, shall constitute the entire agreement between you and Yostar concerning the Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect, except that in the event of unenforceability of the universal Class Action/Jury Trial Waiver, the entire arbitration agreement shall be unenforceable.

D. No Waiver. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Yostar's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

E. DMCA/Copyright Policy. We respect copyright law and expect our users to do the same. It's our policy to terminate Services in appropriate circumstances of users who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders.

F. Contact. Please contact us at hbr.cs@yo-star.com with any questions regarding this Agreement.