

# ROGUE



## YDKM TERMS OF USE

Last updated: March 11 2024

### TERMS OF USE AND PRIVACY POLICY

Please carefully review these Terms of Use (the "Terms") and our Privacy Policy as they govern your use of the website located at Rogue.xyz and the content and functionalities accessible via the Website (collectively, the "Website") offered by YDKM Studios LLC ("YDKM"), a California corporation.

### IMPORTANT NOTICE REGARDING ARBITRATION

BY AGREEING TO THESE TERMS, YOU ARE CONSENTING (WITH LIMITED EXCEPTIONS) TO RESOLVE ANY DISPUTE BETWEEN YOU AND YDKM THROUGH BINDING, INDIVIDUAL ARBITRATION INSTEAD OF GOING TO COURT. PLEASE REVIEW SECTION 14 "DISPUTE RESOLUTION" BELOW FOR DETAILED INFORMATION REGARDING ARBITRATION. HOWEVER, IF YOU ARE A RESIDENT OF A JURISDICTION WHERE APPLICABLE LAW PROHIBITS ARBITRATION OF DISPUTES, THE AGREEMENT TO ARBITRATE IN SECTION 14 WILL NOT APPLY TO YOU, BUT THE PROVISIONS OF SECTION 13 (GOVERNING LAW AND FORUM CHOICE) WILL STILL APPLY.

### AGREEMENT TO TERMS

By using our Website, you are agreeing to be bound by these Terms. If you do not wish to be bound by these Terms, please refrain from using the Website.

### PRIVACY POLICY

We urge you to carefully review our Privacy Policy, which governs your use of the Website, to understand how we collect, use, and share your information.

### CHANGES TO THESE TERMS OR THE WEBSITE

We reserve the right to update the Terms at our sole discretion. If we do make updates, we will notify you by posting the updated Terms on the Website. It is important for you to review the Terms whenever updates are made or when you use the Website. By continuing to use the Website after updated Terms are posted, you are indicating your acceptance and agreement to the changes. If you do not agree to be bound by the changes, you must cease using the Website. We may also modify or discontinue all or any part of the Website at any time, without prior notice, at our sole discretion.

### WHO MAY USE THE WEBSITE?

You may only use the Website if you are at least 18 years of age, capable of entering into a legally binding contract with YDKM, and not prohibited from using the Website under applicable laws.

### FEEDBACK

We value your feedback, comments, ideas, proposals, and suggestions for Website improvements ("Feedback"). By

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submitting Feedback, you agree that we are free to use it without any restrictions or compensation to you.

## YDKM'S INTELLECTUAL PROPERTY

We may provide content on the Website that is subject to intellectual property rights. The rights to such content are retained by us, our licensors, or the third parties who own the intellectual property rights.

## GENERAL PROHIBITIONS AND YDKM'S ENFORCEMENT RIGHTS

You are strictly prohibited from engaging in the following activities in connection with your use of the Website without YDKM's express written consent:

(a) Using, displaying, mirroring, or framing the Website or any element of the Website, YDKM's name, any YDKM trademark, logo, or other proprietary information, or the layout and design of any page or form on the Website;

(b) Accessing, tampering with, or using non-public areas of the Website, YDKM's computer systems, or the technical delivery systems of YDKM's providers;

(c) Attempting to or actually probing, scanning, or testing the vulnerability of any system or network, or breaching any security or authentication measures related to the Website;

(d) Avoiding, bypassing, removing, deactivating, impairing, descrambling, or otherwise circumventing any measure implemented by YDKM or any third party to protect the Website or any element thereof;

(e) Attempting to or actually accessing or searching the Website, or downloading content from the Website, using any engine, software, tool, agent, device, or mechanism other than the software and/or search agents expressly provided by YDKM or other generally available third-party web browsers;

(f) Accessing or using the Website, or any portion or element thereof, for any commercial purpose or for the benefit of any third party, or in any other manner not permitted by these Terms;

(g) Attempting to or actually deciphering, decompiling, disassembling, or reverse engineering any of the software used to provide the Website, or any element thereof, or any of the systems;

(h) Interfering with, or attempting to interfere with, the access of any user, host, or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Website or any systems;

(i) Impersonating or misrepresenting your affiliation with any person or entity, including but not limited to YDKM or any representative or agent thereof;

(j) Violating any applicable law or regulation; or

(k) Directly or indirectly encouraging or enabling any other individual to engage in any of the foregoing activities.

Please note that YDKM is not obligated to monitor access to or use of the Website or to review or edit any Website content. However, we have the right to do so for the purpose of operating the Website, ensuring compliance with these Terms, and complying with applicable law or other legal requirements. We reserve the right, but are not



obligated, to remove or disable access to the Website (or any element or content therein or thereof), at any time and without notice, including, but not limited to, if we, at our sole discretion, consider it objectionable or in violation of these Terms. We also have the right to investigate actual and suspected violations of these Terms and other conduct that affects the Website. Additionally, we may consult and cooperate with law enforcement authorities to prosecute users who violate the law.

## **LINKS TO THIRD PARTY WEBSITES OR RESOURCES**

The Website may provide links or access to third-party websites or other resources. Please note that such access is provided solely as a convenience and YDKM does not endorse, control, or have any responsibility for the content, products, or services offered on or available from those third-party resources. You acknowledge and agree that you bear all risks associated with your use of any third-party resources.

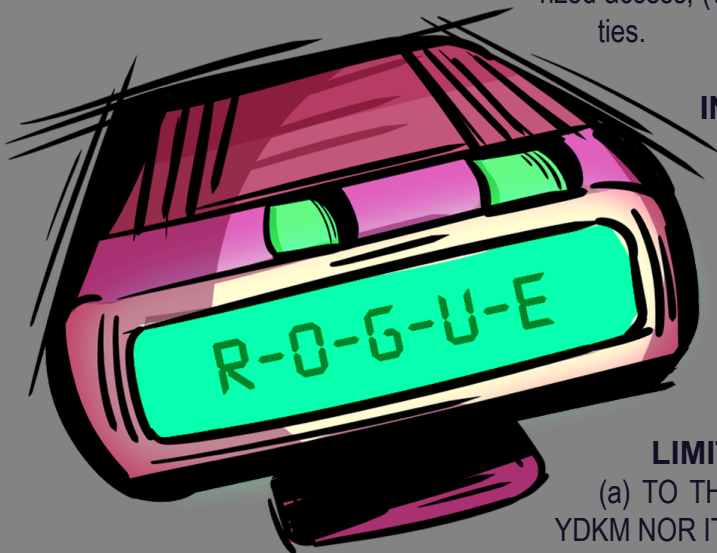
## **TERMINATION**

YDKM reserves the right to suspend or terminate your access to and use of the Website, at our sole discretion, at any time and without prior notice to you. Upon any termination or discontinuation of the Website or these Terms, the following sections will survive: Section 6 (YDKM'S Intellectual Property), Section 8 (Links to Third Party Websites or Resources), Section 9 (Termination), Section 10 (Warranty Disclaimers), Section 11 (Indemnity), Section 12 (Limitation of Liability), Section 13 (Governing Law), Section 14 (Dispute Resolution), and Section 15 (General Terms).

## **WARRANTY DISCLAIMERS**

(a) THE WEBSITE IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Website will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness, or reliability of any information or content on the Website. Any reliance you place on such information or content is strictly at your own risk.

(b) To the extent the Website enables you to interact with any blockchain protocol (each, a "Protocol"), you understand that your use of any such Protocol is entirely at your own risk. Any such Protocol is available on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, quiet enjoyment, and non-infringement. You assume all risks associated with using any Protocol, and digital assets and decentralized systems generally, including but not limited to, that digital assets are highly volatile; you may not have ready access to assets; and you may lose some or all of your tokens or other assets. You agree that you will have no recourse against YDKM for any losses due to your use of any Protocol. For example, these losses may arise from or relate to: (i) lost funds; (ii) server failure or data loss; (iii) corrupted cryptocurrency wallet files; (iv) unauthorized access; (v) errors, mistakes, or inaccuracies; or (vi) third-party activities.



## **INDEMNITY**

You will indemnify and hold YDKM and its affiliates and their respective officers, directors, employees, and agents, harmless from and against any claims, disputes, demands, liabilities, damages, losses, costs, and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way related to (a) your access to or use of the Website, or (b) your violation of these Terms.

## **LIMITATION OF LIABILITY**

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER YDKM NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING,

PRODUCING, OR DELIVERING THE WEBSITE WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT YDKM OR ITS SERVICE PROVIDERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

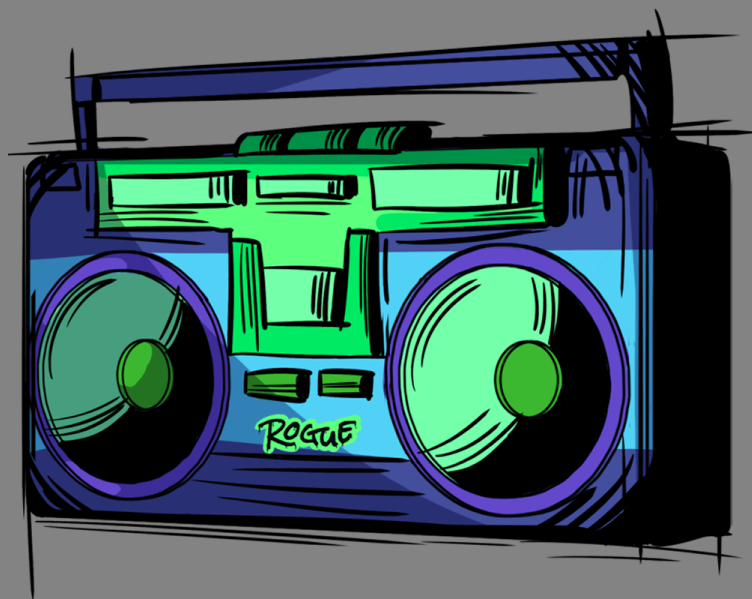
(b) TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL YDKM'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, OR FROM THE USE OF OR INABILITY TO USE THE WEBSITE, EXCEED ONE HUNDRED U.S. DOLLARS (\$100).

(c) BY USING THE WEBSITE, YOU ACKNOWLEDGE THAT THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE MATERIAL

### **GOVERNING LAW**

These Terms, and any legal action related to these Terms, shall be governed by the U.S. Federal Arbitration Act, federal arbitration law, and the laws of the State of California, without regard to its conflict of laws provisions. Unless otherwise specified in Section 14 "Dispute Resolution," the state and federal courts located in the State of California and City of

San Francisco shall have exclusive jurisdiction over all disputes (as defined below), and both you and YDKM waive any objection to jurisdiction and venue in such courts.



### **DISPUTE RESOLUTION**

(a) Informal Dispute Resolution.

Prior to initiating any formal arbitration proceeding, you and YDKM are required to attempt to resolve any dispute, claim, or controversy arising out of or relating to these Terms, or the breach, termination, enforcement, interpretation, or validity thereof, or the use of the Website (collectively, "Disputes") through informal means. This includes notifying the other party in writing of a claim and engaging in an informal resolution process for at least sixty (60) days. As part of this process, you must contact us at

[contact@YDKMstudios.com](mailto:contact@YDKMstudios.com).

(b) Mandatory Arbitration of Disputes.

Both you and YDKM agree that any Dispute will be resolved exclusively through binding, individual arbitration, and not through a class, representative, or consolidated action or proceeding.

You and YDKM further agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms, and that both parties are waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall remain in effect even after termination of these Terms.

(c) Exceptions.

There are limited exceptions to Section 14(b) above: (i) both parties may seek to resolve a Dispute in small claims court if it meets the requirements; and (ii) both parties retain the right to seek injunctive or other equitable relief from a court



to prevent (or enjoin) the infringement or misappropriation of their intellectual property rights.

(d) Conducting Arbitration and Arbitration Rules.

The arbitration will be conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (the "AAA Rules") in effect at the time, unless modified by these Terms. The AAA Rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. The party initiating arbitration must submit a written Demand for Arbitration to AAA and provide notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at [www.adr.org](http://www.adr.org).

Arbitration hearings will take place in San Francisco, California, USA, with provision made for remote appearances to the maximum extent permitted by the AAA Rules, unless both parties agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability, and scope of this arbitration agreement.

(e) Arbitration Costs.

Payment of all filing, administration, and arbitrator fees will be governed by the AAA Rules, and we will not seek to recover the administration and arbitrator fees we are responsible for paying, unless the arbitrator finds your Dispute is frivolous. If we prevail in arbitration, we will pay all of our attorneys' fees and costs and will not seek to recover them from you. If you prevail in arbitration, you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.

(f) Injunctive and Declaratory Relief.

The arbitrator appointed to resolve any Dispute shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief, and only to the extent necessary to provide relief warranted by that party's individual claim, except as provided in Section 14(c) above. In the event that you or we prevail on a claim and seek public injunctive relief, which is relief that aims to prohibit unlawful acts that threaten future injury to the public, such entitlement to and extent of relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties further agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

(g) Class Action Waiver.

You and YDKM acknowledge and agree that any claims brought by either party shall be brought only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Additionally, if a Dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. In the event that this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.

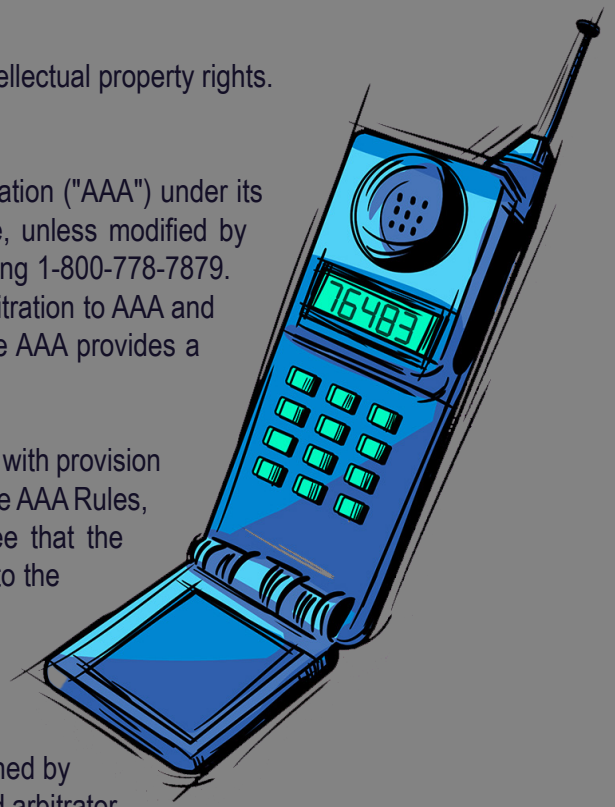
(h) Severability.

Except for the provisions in Section 14(g) above ("Class Action Waiver"), if an arbitrator or court of competent jurisdiction determines that any part of these Terms is invalid or unenforceable, the other parts of these Terms shall still remain in effect.

## GENERAL TERMS

(a) Reservation of Rights.

YDKM and its licensors retain exclusive ownership of all right, title, and interest in and to the Website, including all associated intellectual property rights. You acknowledge and agree that the Website is protected by copyright, trade-



mark, and other laws of the United States and foreign countries. You shall not remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Website.

(b) Entire Agreement.

These Terms constitute the entire and exclusive understanding and agreement between YDKM and you regarding the use of the Website, and supersede and replace all prior oral or written understandings or agreements between YDKM and you regarding the Website. If any provision of these Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible, and the other provisions of these Terms will remain in full force and effect. Except where provided by applicable law in your jurisdiction, you may not assign or transfer these Terms, by operation of law or otherwise, without YDKM's prior written consent. Any attempt by you to assign or transfer these Terms absent our consent or your statutory right, without such consent, will be null and void in its entirety. YDKM may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors, and any permitted assigns.

(c) Notices.

Any notices or other communications provided by YDKM under these Terms will be given by posting to the Website.

(d) Waiver of Rights.

YDKM's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of YDKM. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

## CONTACT INFORMATION

If you have any questions about these Terms or the Website, please contact YDKM at [contact@YDKMstudios.com](mailto:contact@YDKMstudios.com).

