

# YOHA LABS Terms of Service

The terms and conditions of service shown here (hereinafter referred to as the '**Terms of Service**') set forth the terms between **YOHA LABS LTD** (hereinafter referred to as the '**Company**') and users (hereinafter referred to as the '**User**' or '**Users**' ) of any services or features of AHOY (hereinafter referred to as the '**Service**'), which is provided by the Company.

## Definitions

The following words and terms shall have the meanings set forth below when they are used in the Terms of Service.

1. 'Content(s)' means information such as text, audio files, music, images, videos, software, programs, computer code, and the like.
2. 'Content(s)' means content(s) that may be accessed through the Service.
3. 'Submitted Content(s)' means content(s) that Users have submitted, transmitted, or uploaded.
4. 'AHOY Coins' & 'AHOY Points' refers to the virtual currency which Users may use to pay for contents and services offered by the Company, which are not free of charge.
5. 'Separate Terms of Service' means documents released or uploaded by the Company that pertain to the Service, under the title 'agreement', 'guideline', 'policy' and the like.

## Agreement to Terms of Service

1. All Users shall use the Service in accordance with the terms stated in the Terms of Service. Users may not use the Service unless they agree to the Terms of Service. Such agreement is valid and irrevocable.
2. Minors may use the Service only with consent from their parents or legal guardian. Furthermore, if Users use the Service on behalf of, or for the purposes of a business enterprise, then that business enterprise shall also be deemed to have agreed to the Terms of Service. Such agreement is valid and irrevocable.
3. By actually using the Service, Users are deemed to have agreed to the Terms of Service. Such agreement is valid and irrevocable.
4. If there are Separate Terms for the Service, Users also shall comply with such Separate Terms of Service as well as the Terms of Service.

## Modification of the Terms of Service

The Company may modify the Terms of Service or Separate Terms of Service when the Company deems necessary, without providing prior notice to Users. The modification will become effective once the modified Terms of Service or Separate Terms of Service are posted on an appropriate location within the website operated by the Company. Users shall be deemed to have granted valid and irrevocable consent to the modified Terms of Service or Separate Terms of Service by continuing to use the Service. Users shall refer to the Terms of Service on a regular basis when using the Service, since a separate notification regarding the modification to Terms of Service may not be provided.

## Account

1. Users, when providing information about him/herself to the Company, shall provide genuine,

accurate, and complete information while using the Service, and keep such information up-to-date at all times.

2. If Users register a password while using the Service, Users shall exercise due care and responsibility in order for the password not to be used in an unlawful manner. The Company may treat all activities conducted with the password as activities that have been conducted by the holder of the password him/herself.
3. Any registered User to the Service may delete his/her account and withdraw from using the Service, at any time.
4. The Company may suspend or delete a User's account without giving prior notice to the User if the Company believes that the User is violating or has violated the Terms of Service.
5. The Company reserves the right to delete any account that has been inactive for a period of a year or more since its last activation, without any prior notice to the User.
6. Users' rights to use the service shall expire when their account has been deleted for any reason. The account cannot be retrieved even if Users have accidentally deleted their account, and the Company asks Users to be aware of this.
7. Each account in the Service is for the exclusive use and belongs solely to the owner of the account. Users may not transfer or lend their accounts to any third party nor may their accounts be inherited by any third party.

## **Privacy**

1. The Company places its highest priority on the privacy of its Users.
2. The Company promises to protect the privacy and personal information of its users in accordance with the YOHA LABS LTD Privacy Policy.
3. The Company promises to exercise the utmost care and attention regarding its security measures for the continued security of any and all User information.

## **Provision of the Service**

1. Users shall supply the necessary PC, mobile phone device, communication device, operating system, and data connection necessary for using the Service under Users' own responsibility and at Users' own expense.
2. The Company reserves the right to limit access to the whole or part of the Service depending upon conditions that the Company considers necessary, such as age, identification, current membership status, and the like.
3. The Company reserves the right to modify or cease, at the Company's own discretion, the whole or part of the Service at anytime without any prior notice to the Users.

## **Incapability of Emergency Calls**

The Service cannot be depended upon for emergency calls, such as ones made to law enforcement agencies, maritime safety authorities, fire brigade, or other emergency services.

## **Advertisements**

The Company reserves the right to provide Users with advertisements for the Company or a third party, through the Service.

## **Business Partners' Services**

Contents or other services offered by other business partners cooperating with the Company may be included within the Service. The business partners bear all responsibility regarding such contents and/or services offered. Furthermore, such contents and services may be governed by the explicit terms and conditions etc., which are set accordingly by the business partners.

## **Contents**

1. The Company grants Users the non-transferable, non-re-licensable, non-exclusive license to use the Contents provided by the Company, only for the purpose of using the Service.
2. Users shall abide by the appropriate conditions when using Contents which are subject to additional fees and periods of use. Notwithstanding situations where phrases such as "Purchase", "Sales," and the like appear on the Service screens, the Company shall remain the holder of all intellectual property rights as well as all other rights in the Contents offered to Users by the Company, and such rights shall not be transferred to Users.
3. Users shall not use the Contents beyond the scope of the intended use of the Contents in the Service (including but not limited to copying, transmission, reproduction, modification).
4. If Users wish to back-up the whole or part of the Submitted Contents, they will need to do so themselves. The Company will not undertake the obligation of backing up any of the Submitted Contents.
5. The Service may include functions where multiple users may post, correct, edit, and delete items. In such cases, the User who posted his/her Submitted Contents has to allow other Users to perform any editing in relation to the Submitted Contents.
6. Users shall maintain the rights regarding their Submitted Contents just as before, and the Company shall not acquire any rights to such contents. However, if the Submitted Contents are visible, not just to the User's 'friends' but to all the other Users, the User who posts the Submitted Content shall grant the Company a worldwide, non-exclusive, royalty-free license (with the right to sublicense such content to other third parties working together with the Company), for an indefinite period, to use (after modifying such content, if the Company believes it necessary and proper) such content for services and/or promotional purposes.
7. The Company may check the details of the Submitted Contents, when the Company believes that the Submitted Contents may violate related laws or provisions set out in the Terms of Service. However, the Company is not obligated to conduct such investigations.
8. If the Company believes that the User has violated or may violate applicable laws or provisions in the Terms of Service related to Submitted Contents, then the Company reserves the right to preclude the User's use of the Submitted Contents in certain manners, such as deleting the Submitted Content without providing the User with prior notice.

## **AHOY Coins & AHOY Points**

1. AHOY Coins / AHOY Points will be provided to Users by the means specified by the Company such as purchases, special offers, and the like. Details regarding the payment methods, units, and all other conditions regarding AHOY Coins / AHOY Points will be decided by the Company and displayed accordingly upon the Service.
2. AHOY Coins / AHOY Points cannot be exchanged or used for any other purposes other than the ones offered by the Service. The number of AHOY Coins / AHOY Points required for receiving

the offered services, contents, and the like will be decided by the Company and displayed accordingly upon the Service.

3. AHOY Coins / AHOY Points cannot be refunded for any reason. However, this does not apply if required by applicable laws. If this occurs, the Company shall process refunds in accordance with the relevant laws, and such information will be made available on the Company's website etc.

## **Restrictions**

Users shall not engage in the following when using the Service.

1. Activities that violate the law, court verdicts, resolutions or orders, or administrative measures that are legally binding.
2. Activities that may hinder public order or customs.
3. Activities that infringe intellectual property rights, such as copyrights, trademarks and patents, fame, privacy, and all other rights of the Company and/or a third party granted by the law or contract.
4. Activities that post or transmit violent or sexual expressions; expressions that lead to discrimination by race, national origin, creed, sex, social status, family origin, etc.; expressions that induce or encourage suicide, self-injury behavior, or drug abuse; or anti-social expressions that include anti-social content and lead to the discomfort of others.
5. Activities that lead to the misrepresentation of the Company and/or a third party, or intentionally spread false information.
6. Activities such as calling or sending messages indiscriminately to numerous Users (except for those approved by the Company), indiscriminately adding Users as Friends or to Group Chats, or any other activities deemed to be spamming by the Company.
7. Activities that exchange the right to use the Contents into cash, property or other economic benefits without Company's authorization.
8. Activities that use the Service for sales, marketing, advertisement, soliciting or other commercial purposes (except for those approved by the Company); use the Service for the purpose of sexual conducts or obscene acts; use the Service for the purpose of meeting a person for sexual encounters; use the Service for the purpose of harassments or libelous attacks against other Users; or use the Service for purposes other than the Service's true intent.
9. Activities that benefit or collaborate with anti-social groups.
10. Activities that are related to religious activities or invitations to certain religious groups.
11. Activities that illegally or improperly lead to the collection, disclosure, or provision of other's personal information, registered information, user history, or the like.
12. Activities that interfere with the servers and/or network systems of the Service; that abuse the Service by means of BOTs, cheat tools, or other technical measures; that deliberately use defects of the Service; that make unreasonable inquires and/or undue claims such as repeatedly asking the same question beyond the necessity, and that interfere with the Company's operation of the Service or Users' use of the Service.
13. Activities that aid or encourage any activity stated in Clauses 1 to 12 above.
14. Other activities that are deemed by the Company to be inappropriate.

## **User Responsibility**

1. Users shall use this Service at his/her own risk, and shall bear all responsibility for actions carried out and their results upon this Service.
2. The Company may take measures that the Company considers necessary and appropriate, if the Company acknowledges that a User is using the service in a way which violates the Terms of Service. However, the Company shall not be responsible for correcting or preventing such

violation towards Users or others.

3. In the case where the Company has suffered loss/damage or has been charged an expense (including but not limited to lawyer's fees) directly or indirectly (including but not limited to cases where the Company has been sued for damages by a third party) due to the User violating applicable laws or the Terms of Service while using the Service, the User shall immediately compensate the Company upon its request.

## **The Company's Exemption of Liability**

1. The Company does not expressly or impliedly guarantee that the Service (including the Contents) are free from de facto or legal flaws (including but not limited to stability, reliability, accuracy, integrity, effectiveness, fitness for certain purposes, security-related faults, errors, bugs, or infringements of rights). The Company shall not be responsible for providing the Service without such defects.
2. The Company shall not be responsible for any damages inflicted upon Users in relation to the use of the Service. However, if the agreement (including but not limited to the Terms of Service) between the Company and Users regarding the Service shall be deemed as a consumer contract under the Common Law in England, then this exemption clause shall not be applied.
3. Notwithstanding the condition stated in clause 2 above, the Company shall not be responsible for any indirect, special, incidental, consequential or punitive damages with respect to the Company's contractual default or act of tort due to the Company's negligence. The compensation shall be limited to the total amount of received fees from the User in the particular calendar month in which such damages occurred.

## **Notification and Contact**

1. When the Company notifies or contacts Users regarding the Service, the Company may use a method that the Company considers appropriate, such as posting on the website operated by the Company.
2. When Users notifies or contacts the Company in regard to the Service, Users shall use the customer inquiry form available on the website operated by the company or other means designated by the Company.

## **Intellectual Property Rights**

The Service including APP software and Website, scripts, graphics and the logos are owned by or licensed to Company, subject to copyright and other intellectual property rights under laws and international conventions. The Service is provided to you AS IS for your information and personal use only. Company reserves all rights not expressly granted in and to the Service. You agree to not engage in the use, including copying, or distribution of any software, graphics, logos in the Service other than expressly permitted herein, including any use, copying, for any commercial purposes.

## **Warranty Disclaimer**

YOU AGREE THAT YOUR USE OF THE COMPANY SERVICE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY , ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICE AND YOUR USE THEREOF. COMPANY MAKES NO

WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SERVICE'S CONTENT AND 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 AND USE OF OUR SERVICE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE THROUGH THE ACTIONS OF ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE COMPANY SERVICE. COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE COMPANY SERVICE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY USER STATUS SUBMISSION OR OTHER ADVERTISING, AND COMPANY WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE. AND AGAIN, USE THIS JUST FOR FUN.

End

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