

Terms and Conditions of Service

1. General

The Terms and Conditions is the agreement between you and the Service to participate in a manner that is safe and respectful. By accessing the Service and website, you agree that you have read, understood and agree to fulfil to these Terms and Conditions including in the development of future modifications to the Service and Yak Vernac policy. Yak Vernac may adjust or update these Terms and Conditions. Changes to our Terms and Conditions policy will be announced on the Yak Vernac website after the changes are made. We will provide dates and adequate transition period warnings alongside descriptions of the changes. Any and all revisions of the Terms and Conditions policy will be effective upon the designated period of change or the period in which you first access our service after the designated period. If you do not accept these Terms and Conditions, you are not authorised to use or access our Service.

All disputes have a mandatory obligation to be resolved between Yak Vernac and the individuals, rather than by jury trials and law suits. PLEASE VIEW THESE TERMS BELOW.

PLEASE NOTE THAT THESE TERMS AND CONDITIONS CONTAIN A MANDATORY ARBITRATION OF DISPUTES PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES IN CERTAIN CIRCUMSTANCES, RATHER THAN JURY TRIALS OR CLASS ACTION LAWSUITS. VIEW THESE TERMS IN "GOVERNING LAW AND ARBITRATION" BELOW.

2. Description of Service

The Service provides users with a variety of educational opportunities to assist in the learning or practising of a language and a platform to socially exchange language with other users. Yak Vernac may, at any time, update, change, suspend, temporarily or permanently discontinue any aspect of the Service.

3. Registration; Submission of Content

A. REGISTRATION

When you register for and use our the Service, you agree (1) to provide accurate and current information about yourself or your association, adhering to the current registration requirements; (2) to manage your password and personal information confidentially regarding maintaining the security of your account; (3) to be accountable for the use of your account and actions taken in the use of the account.

B. GENERAL CONTENT

In the act of submitting all 'information, data, text, photographs, audio, reviews, ratings and other material' (Content) on the Service, you grant to YAK VERNAC a royalty free, perpetual, irrevocable, worldwide, nonexclusive, transferable, and sublicensable license to use, reproduce, copy, adapt, modify, merge, distribute, publicly display, create derivative

works from, incorporate this Content into other works. Additionally, you acknowledge that this license cannot be terminated by you once your Content is submitted to the Services. You indicate that you own or have secured the rights to use the Content submitted by you, YAK VERNAC and any other party associated to the Content and have consented with those needed Terms and Conditions. You acknowledge that other users have access to this content and that neither they or YAK VERNAC have responsibility to you or anyone else to maintain the confidentiality of the Content.

4. Your Representations and Warranties

By accessing or using the Service, you indicate and warrant to YAK VERNAC that you will uphold these Terms and Conditions and all applicable laws, rules and regulations of Australia or other relevant jurisdictions, including online conduct, rules and regulations and those that associate with the transferring of data and information in Australia and/or the area you reside. Additionally, you indicate and permit that you have created the Content and have the right and authority to use the Content on the Service and give the Content to us as described above. Furthermore, you indicate and permit that you will maintain the safety and confidentiality of your password, username, personal information and not share this your password and username to a third party for any purpose other than with the measured consent of YAK VERNAC.

You represent and warrant that (1) you are not organized under the laws of, operating from, or otherwise ordinarily resident in a country or territory that is the target or comprehensive U.S. economic or trade sanctions (i.e., an embargo) or (2) identified on a list of prohibited or restricted persons, such as the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons, or (3) otherwise the target of U.S. sanctions.

5. Inappropriate Use

You will not:

- upload, display or provide through the Service any content that: (1) is defamatory, abusive, threatening, harassing, hateful, offensive or violates any law or infringes upon the right of any third party (including copyright, trademark, privacy, publicity or other personal or proprietary rights); or (2) in Yak Vernac's sole judgment, is unacceptable or which restricts or inhibits any other person from using the Service or which may expose Yak Vernac or its users to any harm or liability of any kind.
- sell, rent, lease, redistribute, broadcast, transmit, communicate, modify, sublicense, transfer, assign any content that you may obtain through or in the App, unless with expressed consent of Yak Vernac.
- attempt to, or assist, authorise or encourage others to compromise, disable or defeat any of the features or security features that protect, maintain or otherwise restrict access to any content or Yak Vernac.
- display the content or Yak Vernac in any public or private performance or display even if no fee is charged that would otherwise constitute a copyright infringement or violate any rights, the Terms and Conditions and Privacy Policy of Yak Vernac.

6. Indemnification of Yak Vernac

You agree to defend, indemnify and hold harmless, Yak Vernac and its executives, employees, contractors, agents, suppliers, licensors, successors and assigns, from and against any and all losses, claims, causes of action, obligations, liabilities and damages whatsoever, including attorneys' fees, arising out of or relating to your access or use of the Service, any false representation made to us (as part of these Terms and Conditions or otherwise), your breach of any of these Terms and Conditions, or any claim that any translation we provide to you is inaccurate, inappropriate or defective in any way whatsoever.

7. License to Apps

After accessing the App, Yak Vernac grants you a non-transferable, non-exclusive license to download, install, and use one copy of the App on an interactive wireless device that you own or control. You may not derive or attempt to derive the source code of any portion of the App, permit any third party to derive or attempt to derive such source code, or reverse engineer, decompile, disassemble, or translate the App or any part of that aforementioned. Yak Vernac owns and shall retain all intellectual property rights and other rights in and to the App, and any changes, modifications, or corrections.

If you violate any of the terms in the Terms and Conditions, Yak Vernac will immediately terminate this license and may terminate your access to the App, the content on the App and your account on the App without refund to you.

8. In-App Purchases

If you purchase a subscription through the Service, your Yak Vernac account will be billed for the duration of subscription and will discontinue the subscription following the indicated date of completion as set forth below. After your subscription period, your subscription may be manually renewed by yourself for an additional equivalent or modified period. If you do not wish your subscription to be renewed, or if you want to change or terminate your subscription, you will need to log in to your Yak Vernac account and follow instructions to terminate or change your subscription, even if you have deleted your account.

In the Service, you may purchase, with “real world” money, a limited, personal, non-transferable, non-sublicensable, revocable license to use (a) “virtual currency,” including but not limited to experience points (xp), solely for use in the Service, and (b) “virtual in-app items” (together with “virtual currency,” “Virtual Items”). You are allowed to purchase Virtual Items through the Service, and not in any other way.

Yak Vernac may manage, regulate, control, modify, or eliminate Virtual Items at any time, with or without notice. Yak Vernac may update the pricing of Virtual Items at any time in its sole discretion, and may add new Virtual Items for additional fees. Yak Vernac shall have no liability to you or any third party in the event that Yak Vernac exercises any such rights.

The transfer of Virtual Items 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 Virtual Items to any person or entity, including but not limited to Company, another user, or any third party.

You agree to pay all fees and applicable taxes incurred by you or anyone using a Yak Vernac account registered to you. Yak Vernac may revise the pricing for the goods and services offered through the Service at any time. 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.

9. Payment Processors

All financial transactions made in connection with the Service will be processed by a third party in accordance with their respective terms of use, privacy policy, and/or any applicable payment terms and conditions. We encourage you to learn about the practices of such third party. In no event will Yak Vernac be responsible for the actions or inactions of any third party payment processor, including, but not limited to, system downtime or payment service outages.

10. Refund Policy

In the event that Yak Vernac suspends or terminates your use of the Service or these Terms and Conditions or you close your account voluntarily, you understand and agree that you will receive no refund or exchange of any kind, including for any unused virtual currency or other Virtual Item, any Content or data associated with your use of the Service, or for anything else.

11. Third-Party Links, Sites, and Services

The Service may contain links to third-party websites, services, content, or other events or activities that are not owned or controlled by Yak Vernac. We do not endorse or claim to have responsibility for any such third-party sites, information, materials, products, or services. If you access any third party website, service, or content from Yak Vernac (the App or the Website), you understand that these Terms and Conditions and our Privacy Policy do not apply to your use of such sites. You acknowledge and agree that Yak Vernac shall not be responsible or liable, directly or indirectly, for any damage or loss arising from your use of any third-party website, service, or content.

The Service may include advertisements, which may be targeted to the Content or information on the Service, or other information. The types of advertising by Yak Vernac on the Service are subject to change. In consideration for Yak Vernac granting you access to and use of the Service, you agree that Yak Vernac and its third party providers and partners may place such advertising, utilizing the information and media submitted by Yak Vernac, yourself and others using the Service.

12. NO REPRESENTATIONS OR WARRANTIES BY YAK VERNAC

THE SERVICE, INCLUDING ALL IMAGES, AUDIO FILES, MULTIMEDIA, INFORMATION, PROPERTY, RIGHTS AND OTHER CONTENT GRANTED OR GIVEN TO YOU BY YAK VERNAC ARE PROVIDED TO YOU IN THE EXISTING CONDITION BEING PRESENTED AND YOU ACCEPT THE PURCHASING OF THEREOF IN THAT CONDITION. YAK VERNAC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND IN CONNECTION TO THE SERVICE, AND ALL SUCH REPRESENTATIONS OR WARRANTIES ARE EXPRESSLY DISCLAIMED. YAK VERNAC DOES NOT MAKE ANY REPRESENTATION OR WARRANTY OF ACCURACY, SERVICE AVAILABILITY, COMPLETENESS, INFORMATIONAL CONTENT, ERROR-FREE OPERATION, RESULTS OF USE AND NON-INFRINGEMENT. YOU ACCEPT THAT OUR SERVICE MAY BE UNAVAILABLE DURING PEAK DEMAND, SCHEDULED AND NON-SCHEDULED MAINTENANCE, SYSTEM UPGRADES, MALFUNCTIONS OR FOR OTHER REASONS. PLEASE BE AWARE THAT SOME JURISDICTIONS DO NOT EXEMPT IMPLIED WARRANTIES, AND THUS THE CONTENT IN THIS SECTION MAY NOT APPLY TO YOU.

13. LIMITATION ON TYPES OF DAMAGES/LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES OR EVENT WILL YAK VERNAC BE LIABLE TO YOU OR ANY THIRD PARTY CLAIMING THROUGH YOU FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OR LOSS ARISING OUT OF OR RELATING TO THE ACCESS OR USE OF, OR THE INABILITY TO ACCESS OR USE THE SERVICE, INCLUDING BUT NOT LIMITED TO THE LOSS OF USE OF THE SERVICE, INACCURATE RESULTS, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR DAMAGES STEMMING FROM LOSS OR CORRUPTION OF DATA OR DATA BEING RENDERED INACCURATE, THE COST OF RECOVERING ANY DATA, THE COST OF SUBSTITUTE SERVICES OR CLAIMS BY THIRD PARTIES FOR ANY DAMAGE TO COMPUTERS, SOFTWARE, MODEMS, TELEPHONES OR OTHER PROPERTY, EVEN IF YAK VERNAC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YAK VERNAC'S LIABILITY TO YOU OR ANY THIRD PARTY CLAIMING THROUGH YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO YAK VERNAC FOR THE SERVICE IN THE 12 MONTHS PRIOR TO THE INITIAL ACTION GIVING RISE TO LIABILITY. THIS IS AN AGGREGATE LIMIT. THE EXISTENCE OF MORE THAN ONE CLAIM HEREUNDER WILL NOT INCREASE THIS LIMIT.

14. Termination

Yak Vernac may terminate your access and use of the Service immediately at any time, for any reason. At such a time you will have no right to use the Service. You may terminate your Yak Vernac account at any time by following the instructions available through the Service. The provisions of these Terms and Conditions relating to the protection and enforcement of Yak Vernac's proprietary rights, your representations and warranties, disclaimer of representations and warranties, release and indemnities, **limitations of liability** and types of damages, ownership of data and information, governing law and venue, and miscellaneous provisions shall survive any such termination.

15. Proprietary Rights in Service Content and Activity Materials

All content available through the Service, including designs, text, graphics, images, information, software, audio and other files, and their selection and arrangement (the "Service Content"), are the proprietary property of Yak Vernac. No Service Content

may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, other than as expressly permitted in these Terms and Conditions. You may not use any data mining, robots, scraping or similar data gathering or extraction methods to obtain Service Content. As between you and Yak Vernac, all data, information and materials generated from your access and use of the educational activities made available on or through the Service, including translated content generated by you (collectively, the “Activity Materials”), shall be exclusively owned by Yak Vernac, and you shall not have any right to use such Activity Materials except as expressly authorized by these Terms and Conditions. Activity Materials will not include Translation Materials. By using the Service, you hereby assign to Yak Vernac any and all rights, title and interest, including any intellectual property rights or proprietary rights, in the Activity Materials. All rights of Yak Vernac that are not expressly granted in these Terms and Conditions are reserved to Yak Vernac.

16. Trademarks

“Yak Vernac” and all other trademarks, service marks, graphics and logos used in connection with the Service are trademarks or service marks of Yak Vernac or their respective owners, and certain of them are registered as a Patent and Trademark. Access and use of the Service does not grant or provide you with the right or license to reproduce or otherwise use the Yak Vernac name or any Yak Vernac trademarks, service marks, graphics or logos.

17. Privacy

Use of the Service is also governed by our Privacy Policy, a copy of which is located at <https://www.yakvernac.com>. By using the Service, you consent to the terms of the Privacy Policy.

18. Copyright

All material presented on the Service and the Website is provided under a Creative Commons Attribution 3.0 Australia license and CC0 Creative Commons license, with the exception of:

- the Yak Vernac logo
- content supplied by third parties
- material where it is expressly stated otherwise.

More information about the Creative Commons Attribution 3.0 Australia license can be found on <https://creativecommons.org/licenses/by/3.0/au/deed.en>.

Further information about the CC0 Creative Commons license can be found on <https://creativecommons.org/publicdomain/zero/1.0/deed.en>.

The details of the relevant licence conditions can be found on the Creative Commons website as is the full legal code for the CC BY 3.0 AU licence. This information can be sourced from <https://creativecommons.org/licenses/by/3.0/au/legalcode>.

Yak Vernac has made all reasonable efforts to:

- clearly label material where the copyright is owned by a third party
- ensure that the copyright owner has consented to this material being presented on the Website.

19. Notice for Claims of Copyright Violations and Agent for Notice

If you are a copyright owner and have a good faith belief that any material available through the Service infringes upon your copyrights detailed in the Copyright Act 1968 under the New South Wales Australia laws and regulations, you should submit a copyright infringement notification directed to Yak Vernac at info@yakvernac.com by providing us with the following information in writing:

- an electronic or physical signature of the copyright owner or the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Service, with enough detail that we may find it on the Service;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

20. Governing Law and Arbitration

These Terms and Conditions, its subject matter and Yak Vernac's and your respective rights under these Terms and Conditions, as well as and any claim, cause of action or dispute ("claim") arising out of or related to these Terms and Conditions, shall be governed by and construed under the laws of the New South Wales, Australia, excluding the conflict of law provisions of that or any other jurisdiction, regardless of your country of origin or where you access the Service. ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO THESE TERMS AND CONDITIONS OR THE SERVICE WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT, except for Yak Vernac's right to seek injunctive relief as set forth below. Unless otherwise expressly required by applicable law, each party shall bear its own attorneys' fees without regard to which party is deemed the prevailing party in the arbitration proceeding.

If you do not want to arbitrate disputes with Yak Vernac and you are an individual, you may opt out of this arbitration agreement by sending an email to info@yakvernac.com within 30 days of the day you first access or use the Service.

If you intend to seek arbitration you must first send written notice to Yak Vernac of your intent to arbitrate ("Notice"). The Notice to Yak Vernac should be sent by any of the following means: (i) electronic mail to info@yakvernac.com; or (ii) sending the Notice by Australia Post Service certified mail to Yak Vernac, Attention: 22 Kahibah Street, Whitebridge, Australia, 2290. The Notice must (x) describe the nature and basis of the claim or dispute; and (y) set forth the specific relief sought; and (z) set forth your name, address and contact information. If we intend to seek arbitration

against you, we will send any notice of dispute to you at the contact information we have for you.

Any dispute, controversy or claim arising out of, relating to or in connection with this contract, including any question regarding its existence, validity or termination, shall be resolved by arbitration in accordance with the Australian Centre for International Commercial Arbitration (ACICA) Arbitration Rules. The seat of arbitration shall be Sydney, Australia. The language of the arbitration shall be English. The number of arbitrators shall be one. All issues are for the arbitrator to decide, including the scope of this arbitration clause, but the arbitrator is bound by the terms of these Terms and Conditions. If you initiate arbitration, your arbitration fees will be limited to the filing fee set forth in the ACICA's Arbitration Rules. We will reimburse all other ACICA filing, administration and arbitrator fees paid by you, unless the arbitrator determines that the arbitration was frivolous or brought for an improper purpose, in which case the payment of all such fees shall be governed by the ACICA rules. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. For any claim where the potential award is reasonably likely to be \$10,000 or less, either you or Yak Vernac may elect to have the dispute resolved through non-appearance-based arbitration.

To the fullest extent permitted by applicable law, YOU AND YAK VERNAC EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDING WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. If for any reason a claim proceeds in court rather than in arbitration, YOU AND YAK VERNAC EACH WAIVE ANY RIGHT TO A JURY TRIAL. If a court of competent jurisdiction finds the foregoing arbitration provisions invalid or inapplicable, you and Yak Vernac agree that all claims arising out of or related to these Terms and Conditions must be resolved exclusively by a state or federal court located in Sydney, Australia, and you and Yak Vernac each agree to submit to the exercise of personal jurisdiction of such courts for the purpose of litigating all such claims. Notwithstanding the above, you agree that Yak Vernac shall still be allowed to apply for and obtain injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

Concluding this Section, YOU SHOULD ALWAYS DEMONSTRATE REASONABLE EFFORT TO RESOLVE ANY OR ALL DISPUTES AND COMPLAINTS BETWEEN YOU AND YAK VERNAC, BEFORE PROCEEDING TO RESOLVE ANY AND ALL DISPUTES THROUGH ALTERNATIVE MEANS. The 'reasonable effort' demonstrated should include these steps denoted by the Australian Competition and Consumer Commission (ACCC):

- Contact the seller or service provider
- Explain the problem and the outcome you want.

Please be aware that we may and it is within our rights to ask you for proof of purchase or issue and discuss the severity of the problem to determine a reasonable resolution.

21. Language

This agreement was originally written in English (Australia). To the extent any translated version of this agreement conflicts with the English version, the English version controls.

22. Miscellaneous

These Terms and Conditions constitute the entire agreement between Yak Vernac and you concerning the subject matter hereof. In the event that any of the Terms and Conditions are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms and Conditions shall otherwise remain in full force and effect. A waiver by Yak Vernac or you of any provision of these Terms and Conditions or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. Yak Vernac may assign its rights or obligations under these Terms and Conditions without condition. These Terms and Conditions will be binding upon and will inure to the benefit of Yak Vernac and you, and Yak Vernac's and your respective successors and permitted assigns.