



Fête Games User Agreement

Introduction

Fête Games, Inc. (“**Fête**”) offers an online platform (the “**Platform**”) and various other features and services, in order to allow users to play, create and connect (the Platform and all of these various other features and services will collectively be referred to as the “**Services**”).

In order to maximize the experience of all users of the Services (“**Users**”), Fête has established terms and conditions (collectively, the “**Fête Terms**”) that apply to use of the Services by Users. These Fête Terms may also be generally referred to as the “**Terms of Use**.”

The following is a list of the Fête Terms, as well as a brief description of what and who they cover:

- **User Terms** – The User Terms apply to all Users of the Services (including Players and Hosts) and provide an overview and the associated rules for things like (i) account creation, (ii) creating and using Virtual Items (defined below), and (iii) activities prohibited on the Platform.
- **Host Terms** – The Fête Host Terms apply to Hosts acting in their capacity as Hosts and cover things like (i) hosting Experiences and offering Virtual Items, (ii) activities prohibited on the Platform, and (iii) more.
- **Fête Community Standards** – The Fête Community Standards <https://fete.games/legal/Fete-Games-Community-Standards.pdf> apply to all Users of the Services and outline what type of behavior is and is not acceptable when using the Services.
- **Privacy Policy** – The Fête Privacy Policy <https://fete.games/legal/Fete-Games-Privacy-and-Cookie-Policy.pdf> (“**Privacy Policy**”) outlines the terms applicable to User data and Fête’s use of that data.

Fête User Terms

These User Terms (the “**User Terms**”) set forth the rules and guidelines that govern use of the Platform and other Services by Users and apply to all Users of the Services. These User Terms, along with the additional Host Terms, govern, among other things, what is called User Generated Content or “**UGC**.” UGC is content of any kind or nature, whether material, assets, or otherwise, that Users (including but not limited to Hosts) upload to, create and publish on, or otherwise generate through or make available on the Services. Any User that has caused UGC to be on the Services is subject not only to these User Terms but also to the additional Host Terms, which are incorporated herein by reference. All Users are also subject to any other applicable Fête Terms available in the Fête Legal Terms section.

“**Experiences**” are interactive content (games, events, virtual places) on the Platform that Users can enjoy in person or virtually with others and that are created and/or managed by



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Hosts.

“**Hosts**” are Users who have the ability to create and manage Experiences for Players. Hosts also include Co-Hosts and Emcees.

“**Virtual Items**” means any UGC available on the Services that Users can buy or earn, including Land Cards, game passes or credits, coupons, and in-game items or abilities. Fête may, in accordance with its policies and practices, elect not to permit a Virtual Item to be uploaded or published or may remove a Virtual Item from the Platform in its discretion.

Any capitalized terms used but not defined in these User Terms are defined in another set of Fête Terms.

1. This is a Legal Agreement

- (a) Acceptance of User Terms. When User uses the Services, User agrees to these User Terms and to any other applicable Fête Terms. User may not agree to these User Terms or any other Fête Terms if User is not legally allowed to. If User doesn't agree to these User Terms or any other Fête Terms, User may not use the Services.
- (b) Changes to Terms. Fête will provide User with reasonable advance notice of any material updates or modifications to these User Terms and any other Fête Terms (which, notice may, for Users, be provided by any reasonable means of notification, including by email or via posting on the Fête website, www.Fête.games, provided that non-material changes (as determined by Fête) or updates or modifications that address new features of the Services or modifications or updates made for legal reasons will be deemed to be effective immediately and without notice. If User does not agree to any modifications or updates to these User Terms or any other Fête Terms, User should no longer use the Services. If User uses the Services after Fête has posted updates to these User Terms or other Fête Terms, User is agreeing to the updated User Terms and other Fête Terms. Any Dispute covered by these User Terms or any other Fête Terms will be handled in accordance with Section 16 of these User Terms.
- (c) Updates to the Services. Fête has the right to change or suspend the Services (or any portion thereof) at any time upon notice, which may be via an email to User or through a notice on the Fête website (and such notice shall be effective immediately after such email is sent or such notice is posted) and without liability to Users. Fête can change the Services for any reason, including to comply with law, to protect Users or to protect Fête's reputation. These User Terms and any other applicable Fête Terms will govern any updates to the Services that Fête makes or provides to User, unless the update includes a separate license, in which case the terms of that license will govern.
- (d) Termination of User Terms. In the event of termination of these User Terms or any other Fête Terms, the rights and duties of Fête and User to each other will terminate except that all provisions of these User Terms or any other Fête Terms which are to survive expiration or termination will remain in effect.

2. User Accounts



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- (a) Creating an Account. To access some elements of the Services, Users need to create a Fête account (“**Account**”). User agrees to always provide Fête with true information and to keep that information updated. Remember, Fête may take steps to make sure that the information Users give Fête is accurate. A User may never allow anyone else to use a User’s Account. If a User thinks that their Account is not secure, User must change their password immediately and also tell Fête immediately by contacting us at contact@fete.games. If anyone asks for a User’s password or personal information, User should report them right away.
- (b) Account Suspension or Termination. If User violates these User Terms or any other applicable Fête Terms, User’s right to use the Services ends. In response to a violation of these User Terms (or other applicable Fête Terms) by a User, Fête may also (i) suspend or terminate a User Account or a User’s access to the Services, or (ii) remove any Virtual Items or other content that the User has on the Services. Fête may also terminate a User Account pursuant to its policy of terminating in appropriate circumstances Users who Fête determines, in its sole discretion, are infringers as contemplated by the Digital Millennium Copyright Act. Users in violation of these User Terms or any other applicable Fête Terms will not be entitled to anything from Fête – so all Users should make sure to follow the rules!
- (c) Minors. Minors are not eligible to use the Services or the Platform. You must be 18 years of age or older to access the Services, and by creating an account you represent that you are not a minor.

3. Digital Millennium Copyright Act

- (a) Notice. We respect the intellectual property rights of others and we ask you to do the same. If you are a copyright owner or an agent of a copyright owner and believe that any content on the Services infringes upon your copyrights (other than content that was previously uploaded by you to Fête and as to which the User-to-User Complaint Process applies as described below), you may submit a notification pursuant to the Digital Millennium Copyright Act (“**DMCA**”) by contacting us at legalagreements@fete.games. You acknowledge that if you fail to comply with all of the requirements of this Section 5(A), your DMCA notice may not be valid. You must provide the following information in writing (see 17 U.S.C 512(c)(3) for further detail):
 - (i) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
 - (ii) A description of the copyright-protected work or other intellectual property right that you claim has been infringed;
 - (iii) A description of the material that you claim is infringing and where it is located;
 - (iv) Your address, telephone number, and email address;
 - (v) A statement by you that you have a good faith belief that the use of those materials is not authorized by the copyright owner, its agent, or the law; and
 - (vi) A statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner’s behalf.



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- (b) Counter-Notice. Regarding any content that was removed or disabled, if you believe that your content is not infringing or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your content, you may send a counter-notice to us. When we receive a counter-notice, we may send a copy of the counter-notice to the original complaining party informing that party that we may, in 10 business days, replace the removed content or stop disabling it. Unless the copyright owner files an action seeking a court order against the provider of the content, the removed content may be replaced or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, in our sole discretion.
- (c) Infringer Policy. Fête's intellectual property policy is to: (i) remove or disable access to material that Fête knows to be infringing the intellectual property rights of third parties or that has been identified in a valid DMCA notice submitted by an intellectual property rights owner or his or her agent; and (ii) in appropriate circumstances, to terminate the Accounts of and block access to the Services by any User who repeatedly or egregiously infringes other people's copyrights or other intellectual property rights.
- (d) Trademark Infringement
- (i) Our policies prohibit you from Providing UGC that infringes trademarks. If you Provide UGC that infringes trademarks, your UGC can be blocked or removed.
 - (ii) If you are a trademark owner that believes your trademark is being infringed, please note that we are not in a position to mediate disputes between users and the holders of trademark rights. That being said, we take your rights seriously. So, we will look into and try to resolve any allegations of trademark infringement. Therefore, if you feel that your trademark rights are being infringed, contact us at legalagreements@fete.games. When you contact us, please provide the following information in writing:
 - (1) An electronic or physical signature of the person authorized to act on behalf of the owner of the trademark;
 - (2) A description of the trademark right that you claim has been infringed;
 - (3) A description of the material that you claim is infringing and where it is located;
 - (4) Your address, telephone number, and email address;
 - (5) A statement by you that you have a good faith belief that the use of those materials is not authorized by the trademark owner, its agent, or the law; and
 - (6) A statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the trademark owner or authorized to act on the copyright or intellectual property owner's behalf.

4. Restrictions on Use Of Services

- (a) *Adherence to Game Rules*. Experiences may contain games with rules as determined and enforced by Fête and/or Host in their discretion. These rules may be changed by Fête at any time and from time to time without notice. Fête expressly disclaims any responsibility for the manner of enforcement of rules, distribution of prizes or awards, and judgements rendered by Hosts in connection with Experiences.



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- (b) *Limitations on Use.* In addition to any other restrictions set forth in these User Terms or any other Fête Terms, Users may not (a) lease, lend, sell, redistribute or sublicense any part of the Services, (b) copy, modify, distribute, publicly perform or display, reverse engineer, disassemble, modify, or create derivative works of the Services or related or implemented technology, (c) try to get around any technological measure designed to protect the Services or any technology associated with the Services, (d) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any Services source code, in whole or in part (unless a portion of code contained within the Services is released as open source and the open source license governing such code expressly permits reverse engineering, copying or other modification), (e) use the Services to create malicious or abusive content (as determined by Fête) or any content that violates a Fête guideline or policy; or (f) use the Services (or any part thereof or any technology contained therein) in any manner that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable laws.

5. Disputes Between Users and Hosts or Between Hosts.

- (a) Hosts Charges to Users. Hosts are entitled to charge Players fees in order to participate in Experiences they host. The amount and method of charging any payment of these fees, as well as any refund or cancellation policies, are matters entirely between the Host and the Player and Fête expressly disclaims any responsibility for such transactions.
- (b) Disputes Between User and Hosts. If a User has any issues with Experiences, fees charged by Hosts, Virtual Items, prizes awarded or penalties assessed by hosts in Experiences, or other UGC created by Hosts, User should first contact the Host directly to resolve the issue. Fête expressly disclaims responsibility for Hosts actions in determining distribution of game pieces, prizes, or any other Virtual Items or real-world prizes, or any fees charged to Players, all of which are determined by Hosts in their sole discretion, subject to any rules contained in an Experience.
- (c) Escalation to Fête. While Fête is not responsible for these types of issues between Users and Hosts, Fête was created as a means for people to come together and build relationships and communities. . As a result, Fête has the right (but not obligation) to intervene in issues between Users and Hosts so that Fête can try to help resolve them. Before escalating any issues between a User and Host to Fête, Users should first make a real, genuine effort to work out a solution with the Host. If User does not succeed, User may escalate the issue to Fête's Customer Service team by emailing contact@fete.games. If Fête chooses to take action in any dispute between a User and Host, User and Host agree that Fête's decision is final and Host and User will accept that decision. User agrees to work with Fête in a timely manner to resolve all such issues, and failure to do so is a violation of these User Terms.



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6. Disputes Between Users & Fête

Disputes between Users and Fête are handled according to Section 14 of these User Terms.

7. License to the Services

Subject to Users' compliance with these User Terms and any other Fête Terms, Fête grants User a non-exclusive, limited, revocable, non-transferable license to use the Services on devices that User owns or controls for User's personal, entertainment use.

8. Ownership of Fête IP/UGC Created Within an Experience

The interfaces, graphics, trademarks, design, information, artwork, data, code, products, software, and all other elements of the Services, including the rights therein and any derivatives, (the "**Fête Intellectual Property**" or "**Fête IP**") are protected by law. All Fête IP is the property of Fête and Fête's licensors. Fête IP includes UGC licensed to Fête by Hosts under the Host Terms. Except as allowed in these User Terms or any other Fête Terms, User may not use any Fête IP contained in the Services unless User gets separate permission from the owner. Fête reserves all rights to the Fête IP not granted in these User Terms or elsewhere in the Fête Terms.

9. Other People or Companies' Stuff

- (a) Third-Party Services. Some parts of the Services may include or make available content, tools or other materials from third parties (i.e., people or companies other than Fête) ("Third-Party Services"). This could include coupons or links to other websites. Fête doesn't control or take responsibility for Third-Party Services (including how those third parties use User information). User understands that using the Services could subject User to third-party fees, terms, and/or policies, such as a privacy policy, and User agrees to pay all those fees and to follow those terms and policies. **User further understands that Fête bears no responsibility for honoring or administering coupons, discounts, or other related arrangements made or offered by Hosts or other Users.**
- (b) Third-Party Services Disclaimer. User understands that by using the Services, User may come across Third-Party Services that (i) may be considered offensive, or objectionable, (ii) may or may not be identified as having explicit language, (iii) may contain links or references to objectionable material, and (iv) may not be available in all countries or languages. User agrees to use the Services at User's own risk and that Fête will not have any liability to User for content (including Third-Party Services) that may be found to be offensive, inaccurate, illegal, unavailable, of poor quality or otherwise.

10. Online Safety

Fête cares about the safety of Users. If User sees any unsafe, violent, or harmful content or materials on the Services, please use the "Flag" feature where available or contact us at contact@fete.games to immediately report the User and situation.



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11. Disclaimers; No Warranties

- (a) UGC Disclaimer. Except as may be required by applicable law, Fête is not liable for, nor is Fête obligated to screen, approve, edit or control, UGC that Hosts or others upload or otherwise make available on the Services. Fête may, however, at any time and without notice, and without any obligation to User, remove, edit, or block or suspend the availability of any UGC that Fête thinks violates the Fête Terms or is otherwise objectionable. User understands that when using the Services, User may see UGC from a variety of sources and understands that UGC could be inaccurate, offensive, or objectionable. User agrees to waive, and does waive, any legal or equitable right or remedy that User has or may have against Fête regarding UGC. If notified by a User or content owner that UGC allegedly violates the Fête Terms, Fête may investigate and decide whether to remove the UGC (which Fête can do at any time, without notice).
- (b) "As Is." THE SERVICES AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICES ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FÊTE AND FÊTE'S OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AFFILIATES, INVESTORS, BUSINESS PARTNERS, SUBSIDIARIES AND AGENTS (TOGETHER, THE "AFFILIATED PARTIES") DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICES AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICES, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. FETE DOES NOT WARRANT THAT THE SERVICES OR ANY PART OF THE SERVICES, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY TRANSLATIONS OF CONTENT, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.
- (c) No Responsibility. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY USER FROM FETE OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICES WILL CREATE ANY WARRANTY REGARDING ANY OF FETE'S WEBSITES THAT IS NOT EXPRESSLY STATED IN THE FETE TERMS. USER ASSUMES ALL RISK FOR ANY DAMAGE THAT MAY RESULT FROM USER'S USE OF OR ACCESS TO THE SERVICES, USER'S DEALING WITH ANY OTHER USERS ON THE SERVICES, AND ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICES. THESE LIMITATIONS APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.



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12. General Limitations of Liability

- (a) No Consequential Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL FETE BE LIABLE TO USER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO USER'S ACCESS TO OR USE OF, OR USER'S INABILITY TO ACCESS OR USE, THE SERVICES OR ANY MATERIALS OR CONTENT ON THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT FETE HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.
- (b) Cap. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, USER AGREES THAT THE AGGREGATE LIABILITY OF FETE TO USER FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PART OF THE SERVICES OR OTHERWISE UNDER THE FETE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO \$1,000 (EXCEPT AS NOTED IN THE ARBITRATION SECTION OR AS OTHERWISE SET FORTH IN THE HOST TERMS).

13. General Indemnities

User agrees that User will be responsible for User's use of the Services, and User agrees to defend and indemnify Fête from and against every claim, liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or in any way connected with: (a) User's access to, use of, or alleged use of the Services; (b) User's violation of any part of the Fête Terms, any representation, warranty, or agreement referenced in the Fête Terms, or any applicable law or regulation; (c) User's actual or alleged violation of any third-party right, including any intellectual property right, publicity or privacy right, property right, or confidentiality obligation; or (d) any Dispute or issue between User and any third party. Fête reserves the right, at Fête's own cost, to take on the exclusive defense and control of any matter subject to indemnification by User (without limiting User's indemnification obligations with respect to that matter), and in that case, User agrees to cooperate with Fête defense of that claim.

14. Dispute Resolution, Class Action Waiver, Arbitration and Governing Law.

- (a) Disputes. Except as explained below, User and Fête agree that any dispute arising under or relating to the Fête Terms or the Services ("**Dispute**") will be governed and resolved first through the Informal Dispute Resolution Requirements stated below, and only if those requirements are satisfied, then, for U.S. residents only, through binding arbitration and not through litigation. This agreement applies regardless of the legal theories involved in the Dispute and regardless of whether the Dispute is with Fête, its subsidiaries, affiliates or parent company, or any suppliers or service providers involved



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with the Services, or their officers, directors, employees, agents, or successors. USER AGREES THAT USER IS GIVING UP THE RIGHT TO FILE A LAWSUIT IN COURT BEFORE A JUDGE OR JURY, INCLUDING IN A CLASS ACTION, FOR DISPUTES THAT ARE SUBJECT TO ARBITRATION.

- (b) **"Class Action Waiver."** To the extent permitted by law, User and Fête agree that neither of us will assert a claim against the other as a class action, class arbitration, or in any other similar representative capacity. This class action waiver does not prohibit User and Fête from resolving Disputes through a class settlement approved by a court.
- (c) **"Informal Dispute Resolution Requirements."**
- (i) ***Informal Discussion Period.*** For a period of at least 60 days prior to starting any arbitration (or any lawsuit, if an exception to arbitration applies), User and Fête agree to first engage in informal discussions to attempt to negotiate a resolution of any Dispute. These informal discussions must include live verbal conversations by telephone or other device if requested by any party. These informal discussions will start 30 days after written notice is sent from User to Fête or from Fête to User. These informal discussions must be concluded either by a resolution agreed to in writing by the parties or by written notice from one party sent 7-10 days prior to the expiration of the 60-day informal dispute resolution period specifically stating each unresolved demand and the basis therefore.
 - (ii) ***Notices.*** Fête will send User notices to the email address or billing address that User provided to Fête. User will send notices to Fête Games, Inc., by certified U.S. Mail or by Federal Express (or international equivalent). The initial notice of a Dispute from a User must include: (a) the full legal name of the User making the claim, (b) the username of the User's Fête account, (c) the email address associated with the User's Fête account, if any, (d) a description of the nature and basis of the claim, (e) the specific result that is desired, and (f) the ticket or case number provided by Fête Support to track previous attempts to resolve the Dispute, if there is one.
- (d) **"Arbitration Terms."**
- (i) ***Arbitrable Disputes.*** Except as explained below, Fête and any User who is a United States resident agree that any Dispute that has satisfied the Informal Dispute Resolution Requirements will be subject only to binding arbitration by a neutral arbitrator and may not be litigated. The arbitrator's decision will be final except for a limited right of appeal allowed by federal law. The arbitrator may award User damages, just like a court could, but only to the extent necessary to satisfy User's individual claim.
 - (ii) ***Arbitration Rules.*** Arbitration will be overseen by the American Arbitration Association ("**AAA**") under its Consumer Arbitration Rules ("**AAA Rules**"). User can find more information at www.adr.org.
 - (iii) ***Opting Out of Arbitration Terms.*** User may opt out of the Arbitration Terms within 30 days of using the Services for the first time, and User may opt out of any material changes to the Arbitration Terms within 30 days after Fête gives notice of those changes (unless a longer period is required by applicable law).



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To opt out of the Arbitration Terms or changes thereto, User must send a notice titled "Arbitration Opt-Out Notice" to Fête Games, Inc., 514 Daniels St., Ste 191, Raleigh, NC 27605 by certified U.S. Mail or by Federal Express (or international equivalent). The Arbitration Opt-Out Notice must include: (a) the full legal name of the User, (b) the username of the User's Fête account, and (c) the User's email address. An opt-out notice does not revoke or otherwise affect any previous agreement to the Arbitration Terms. By opting out of a change to the Arbitration Terms, User agrees to arbitrate any Dispute in accordance with the language of the last Arbitration Terms that User accepted.

- (e) Governing Law and Venue for Non-Arbitrable Disputes. The Fête Terms are governed by the laws of the State of North Carolina without regard to conflict of law principles. The Arbitration Terms are subject to and governed by the Federal Arbitration Act ("**FAA**") and (only to the extent not inconsistent with the substantive and procedural provisions of the FAA), the laws of the State of North Carolina, without regard to conflicts of laws principles. The arbitrator will not be bound by rulings in other related arbitrations. Any Disputes that are not subject to the Arbitration Terms or that are severed from any arbitration may only be litigated in the federal or state courts of Wake County, North Carolina; and the parties consent to personal and exclusive jurisdiction in these courts, except as otherwise provided by the GDPR.

15. Notice to California Residents

If User is a California resident, under California Civil Code Section 1789.3, User may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, CA 95834, or by phone at (800) 952-5210 in order to resolve complaints regarding the Services or to get more information regarding use of the Services.

16. Miscellaneous Terms

- (a) General. These User Terms, together with the other Fête Terms, make up the entire agreement between User and Fête regarding the Services. User may not assign the Fête Terms or User's rights under the Fête Terms, by operation of law or otherwise, without Fête's prior written consent. Fête may assign the Fête Terms at any time to anyone without notice or consent. This agreement is binding on and inures to the benefit of Fête's and User's respective successors and assigns. If any part of the Fête Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible (or, if it cannot legally be given any effect, will be severed from the Fête Terms), and the remaining parts will remain in full force and effect. Nothing in the Fête Terms will be deemed to confer any rights or benefits on a third party. **USER AND FETE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ARISES OR IT IS PERMANENTLY BARRED.**



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- (b) Survival. Any part of the Fête Terms which by their nature should survive the termination of the Fête Terms, will survive such termination.
- (c) Waiver. No waiver of any part of the Fête Terms by either User or Fête shall be deemed a continuing or further waiver of any such part or any other part of the Fête Terms, and Fête's or User's failure to assert any rights or part of the Fête Terms shall not be deemed or otherwise constitute a waiver of such right or part.
- (d) Interpretation. The section headers in the Fête Terms are for convenience and will not impact the interpretation of the Fête Terms. Be aware that in all cases where Fête is allowed to make a decision under the Fête Terms, that decision is completely up to Fête. Also, User understands that the Fête Terms are subject to applicable law, meaning that they apply except to the extent otherwise prohibited or required by applicable law.
- (e) Consent to Online Communications. By using the Services, User agrees to receive certain electronic communications from Fête as described in the Privacy Policy (which User should read for more information). User agrees that any notices, agreements or other messages that Fête sends to User electronically will satisfy any legal requirements.
- (f) Compliance with Laws. When using the Services, User will comply with all applicable laws. User will not directly or indirectly export, re-export, or transfer the Services to prohibited countries or individuals (or allow either to use the Services).
- (g) Contact Information. The Services are offered by Fête Games, Inc. located at 514 Daniels St., Ste 191, Raleigh, NC 27605. User can contact Fête by sending any messages to that address, emailing us at contact@fete.games. If User is a California resident, User may have the Fête Terms e-mailed to User by sending a request including User's e-mail address to the address above.
- (h) Prevailing Language. To the extent any of the Fête Legal Terms are made available in multiple language, in case of any discrepancies or conflicts between the English version of the Fête Legal Terms and any other language version of the Fête Legal Terms, the English version of the Fête Legal Terms will govern and prevail.

Fête Host Terms

Hosts are the heart of the Fête community, and Fête created these Host Terms (the "**Host Terms**") to set forth the rules and guidelines for Hosts - those Users (like you!) who host Experiences and create content on the Platform.

These Host Terms comprise many of the terms applicable to Hosts, but also contain cross-references to other Fête Terms (such as the Fête Community Standards) that are applicable to Hosts, so be sure to read and understand those other Fête Terms as well. Hosts are also required to abide by the User Terms, both in their capacity as a Host and also as a User of the Platform. Any capitalized terms used but not defined in these Host Terms are defined in another set of Fête Terms.



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1. Intellectual Property

- (a) Rights to Fête Intellectual Property. Terms outlining the ownership of Fête Intellectual Property are set forth in Section 8 of the User Terms.
- (b) Rights to UGC.
- (i) *Ownership of UGC and License Grant to Fête*. For any UGC that Host has ever created or will create and makes available through the Services (whether created solely by Host or together with others), (a) between Host and Fête or Host and Users, subject to Section 1(b)(vi) below, Host retains all copyrights that Host may hold in the UGC, (excluding any Fête IP that may be contained therein) and (b) in consideration of using the Services, Host grants Fête a perpetual, worldwide, non-exclusive, royalty-free right and license (with the right to sublicense to any person or entity, whether a user of the Services or not) to host, store, transfer, translate, localize, publicly display, publicly perform (including by means of digital audio transmissions and on a through-to-the-audience basis), reproduce (including in timed synchronization to visual images), modify, enhance, distribute, and use the UGC that Host uploads or makes available on the Services in whole or in part (and any trademarks owned or controlled by Host that are associated with and uploaded to Fête by the Host for use with Host's UGC) on the Platform and in connection with the Services and otherwise as solely permitted by these Fête Terms. This includes but is not limited to the right to sublicense to other Users or Hosts the right to host, store, transfer, translate, localize, publicly display, publicly perform, reproduce (including in timed synchronization to visual images), modify, enhance, distribute, and use the UGC on the Platform and in connection with the Services.
 - (ii) *Ownership or Authorization Required to Upload*. Host must not upload or otherwise make any UGC available on the Services if Host is not the owner of or is not fully authorized to grant rights in all parts of that UGC. Host agrees to pay all amounts owed to any person as a result of Host uploading or making UGC available on the Services.
 - (iii) *Suspension of UGC Availability*. Fête may in its discretion suspend availability of or delete any UGC or other content on the Platform at any time and for any period of time, including in perpetuity, without notice if such UGC or other content violates intellectual property principles or any guidelines or policies associated with the Services or if Fête determines in its discretion that any UGC does or may cause harm to the Services or to Fête's reputation. Fête is under no obligation of any kind to Host for suspending any UGC in accordance with this Section 1(b)(iii).
 - (iv) *Infringement & DMCA*. Fête fosters creativity and respects the intellectual property rights of all owners of intellectual property, including Hosts. Any copyright owner or an agent of a copyright or trademark owner (including other Hosts who are owners or agents of a copyright or trademark owner) who believes that any content on the Services infringes upon its copyrights or trademarks and whose complaint does not concern UGC subject to the User-to-User Complaint



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Process may submit a notification pursuant to the Digital Millennium Copyright Act as further outlined in Section 3 of the User Terms. As referred to above, Fête has a policy of terminating in appropriate circumstances Users who Fête determines, in its sole discretion, are infringers as contemplated by the Digital Millennium Copyright Act.

- (v) *Limitations on Use of UGC.* Notwithstanding Host's ownership of UGC as set forth herein and without limiting any other limitations set forth herein, Host shall in no event use Host's UGC (in any medium or format, including on the Platform or offline): (i) in a manner that is offensive, defamatory, sexually explicit, or otherwise objectionable (in each case, as determined by Fête), (ii) in connection with false, defamatory, libelous or slanderous statements concerning Fête or otherwise in a manner intended or reasonably likely to disparage Fête or bring Fête into public disrepute, or (iii) in a manner which is intended or reasonably likely to suggest or imply that Host is affiliated with Fête or that Fête endorses Host or its use of the applicable UGC.

2. Disputes Between Hosts & Users

- (a) *Issues with UGC.* Hosts are responsible for all issues relating to their Experiences and Virtual Items, including handling complaints from Users in a quick and professional manner.
- (b) *Escalation to Fête.* Notwithstanding the terms set forth in this Section 2, Users do have the ability to escalate issues with Hosts to Fête as further described in Section 5 of the User Terms. If Fête chooses to take action in any dispute between a User and Host, User and Host agree that Fête's decision is final and Host and User will accept that decision. Host agrees to work with Fête in a timely manner to resolve all such issues, and failure to do so is a violation of these Host Terms.

3. Disputes Between Hosts & Fête

Disputes between Hosts and Fête are handled according to Section 14 of the User Terms.

4. Host Representations & Warranties

- (a) Experience Fees. Host acknowledges that fees paid to Fête in order to host Experiences are nonrefundable under any circumstances.
- (b) Host is responsible for Host's UGC and represents and warrants that: (a) Host is the creator and owner of, or has the necessary rights and permissions, to use and to authorize Fête to use the license that Host grants to Fête in these Host Terms; (b) Host's UGC and the use of Host's UGC as described in these Host Terms does not and will not: (i) infringe, violate, or misappropriate any third-party right; (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; (iii) require Fête to get licenses from, or pay compensation or provide attribution to, any third parties; (iv) result in a breach of contract between Host and a third party; or (v) cause Fête to violate any law or regulation; and (c) Host will comply with all applicable laws, rules and regulations and the Fête Terms in Host's use of the Services.



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5. Host Indemnities

Host agrees that Host will be responsible for Host's use of the Services, and Host agrees to defend and indemnify Fête and Fête's officers, directors, employees, consultants, affiliates, investors, business partners, subsidiaries and agents (together, the "**Affiliated Parties**") from and against every claim, liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or in any way connected with: (a) Host's access to, use of, or alleged use of the Services; (b) Host's violation of any part of these Host Terms, any representation, warranty, or agreement referenced in these Host Terms, or any applicable law or regulation; (c) Host's violation of any third-party right, including any intellectual property right, publicity or privacy right, property right, or confidentiality obligation; or (d) any Dispute or issue between Host and any third party. Fête reserves the right, at Fête's own cost, to take on the exclusive defense and control of any matter subject to indemnification by Host (without limiting Host's indemnification obligations with respect to that matter), and in that case, Host agrees to cooperate with Fête's defense of that claim.

6. Limitations of Liability

- (a) No Consequential Damages. IN NO EVENT WILL FETE BE LIABLE TO HOST FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT Fête HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.
- (b) Cap. THE AGGREGATE LIABILITY OF FETE TO HOST FOR ALL CLAIMS (INCLUDING WARRANTY CLAIMS) OR CAUSES OF ACTION IS LIMITED TO \$1000 (EXCEPT AS NOTED IN THE ARBITRATION SECTION BELOW).

7. Privacy

- (a) With respect to an Experience created by a Host, Host and Fête both have the right to use data related to or obtained in connection with that Experience for their respective legitimate internal business purposes to support the Experience and for business analytics, such as: (i) for the improvement and development of the Experience; (ii) to comply with applicable laws (including law enforcement requests); (iii) to ensure the security of the Experience; and, (iv) to prevent fraud or mitigate risk. Host agrees that, except as expressly set forth in these Host Terms, Host will not use or disclose any User data.
- (b) With respect to the personal information of Users ("**User PII**") (if and to the extent received by Host), Host will not (i) use User PII to provide services to any third party; (ii) use User PII to build, help build, track or supplement any segments, profiles, or similar records on any individual User, device, or browser across the Fête platform or across any third party websites or platforms; (iii) use User PII to associate the behavior of any individual device, or browser with any segment, profile, or similar record, or supplement



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any such record based on data of Users; (iv) use User PII to associate any data of Users with any other personal information of the User; (v) sell, disclose, share, rent, lease, syndicate, modify, reverse engineer, decompile, lend, or otherwise alter any User PII; (vi) use User PII for any unauthorized purpose in violation of any applicable law, including applicable privacy laws, or for any unauthorized purpose.

- (c) Fête and Host, respectively, (i) shall not knowingly sell any User PII (as the term “personal information” is defined by the California Consumer Privacy Act of 2018, and any rules or regulations made under it as amended from time to time), and (ii) have taken and will continue to take all reasonable measures to protect all User PII under their control or in their possession from unauthorized access by third parties.

8. Fête Disclaimers

The Services are provided “AS IS” and Section 11 of the User Terms is incorporated herein by reference.

9. Survival

Any part of these Host Terms which by their nature should survive the termination of these Host Terms, will survive such termination.

Last Updated: August 4, 2022