Welcome to YOKE!

To summarize: by using YOKE you agree to these terms.

These are YOKE’s terms of use, and they apply to all users of the YOKE platform. “We,” “our” or “us” refers to YOKE Global Inc. and our subsidiaries. “YOKE” refers to this platform and the services offered by us. By using YOKE you agree to these terms and to the other policies we post. Please read them carefully and let us know if you have any questions.

Your account

To summarize: You must be at least 13 years old to register for an account. You are responsible for your account.

When you create an account you must provide us with accurate information, in good faith, and you agree to keep your information updated if it changes. To create an account you must be at least 13 years old. To join a creator’s membership as a fan, or provide a membership as a creator, you must be at least 18 years old or have your parent’s permission. You are responsible for anything that occurs when anyone is signed in to your account, as well as the security of the account. Please contact us immediately if you believe your account is compromised.

Abusive conduct

To summarize: Be responsible and don’t violate our policies.

You are responsible for all activity on your account. If you violate our policies we may terminate your account. Don’t do anything illegal, abusive towards others, or that abuses our site in a technical way.

All about being a creator

To summarize: A creator is someone who creates a membership page or teams up with other creators for a shared membership page on YOKE to engage with fans who have purchased access passes or memberships from YOKE to support the creator’s creations. There are a lot of details below involving payments, fees, taxes and restrictions that you should read in full if you are a creator.

Membership
To become a creator, simply create your account and launch your page to start your membership. When you join YOKE, you become part of the YOKE community. You can use creator tools that YOKE provides, showcase your creations, and receive revenue from your page. Memberships are for your most passionate fans. On YOKE, you can provide your fans something exciting that gives them unique benefits they want, like additional access, merchandise, exclusivity, and engaging experiences. In turn, you will receive loyal support from your fans, and revenue from memberships that fans have purchased from YOKE. Membership can come in the form of subscriptions where fans are paying monthly for membership to your page or in the form of access passes where fans buy a membership for a year up front.

**Shared Membership Pages**

Summary: You can team up with other creators to sell memberships around shared creations.

YOKE’s policy is to split proceeds earned from a shared membership page evenly between each of the contributing creators. If creators agree to a different earnings structure for the shared membership page, please request modification by email at info@yoketeam.com.

Creators grant a license to YOKE to have their name and image shown on the Participating Athletes section of the website. Creators that are members of a shared membership page are required to be shown on the site in the Participating Athletes section and are also required to make a contribution to the page in order to be compensated. Contributions include, but are not limited to:

- Allowing the use of their Name and Image on club materials
- Rendering promotional services to drive traffic to the club
- Licensing, contributing to, and publishing content for consumption by the members

If you have any questions at all about the Participating Athletes section, contributions, or shared membership pages, please contact us at info@nilclub.com.

Any creator who does not contribute to the club in a manner listed above will not be compensated. Creators that delete their accounts will be removed from the Participating Athletes section.

**Payments**

As a creator you make your membership available on YOKE, and we provide membership to your fans on a subscription basis. We also handle payments issues such as fraud, chargebacks
and resolution of payments disputes. We try to provide timely access to your funds, but you may occasionally experience delays in accessing your funds. We may also block or hold payments for violations of our policies or for compliance reasons, including collecting tax reporting information. When payments are delayed or blocked we try to communicate the reason to you promptly. If you have questions about a payments block, please reach out to us. In order to protect creators, we may block fans’ payments if we believe them to be fraudulent.

**Cashout**

Creators must manually cash out their earnings by logging into their account on the NIL Club app or website and requesting a cashout via Paypal. If a creator attempts to cash out earnings before having made the necessary contribution, they will receive an error that they must complete the necessary contribution. It is the creator's responsibility to ensure they have a valid paypal account.

**Fees**

As a creator there are two types of fees associated with your membership on YOKE. The first is the platform fee (15%). The second is the standard payment processing fee. The payment processing fee is charged on every inbound payment from Fans. The payment processing fee is also charged on every outbound payment to Creators. The payment processing fee is subject to change but the current fee will always be available to see from the Athlete Profile view on nilclub.com. Shared membership pages may have additional fees if creators of the page select to provide special benefits to fans.

**Tax**

We collect tax identification information and report this to tax authorities as legally required. You are responsible for reporting any income or withholding taxes which may be due as a result of payments received. We are additionally responsible for a number of transactional taxes like state sales tax as a result of ‘marketplace laws’ within the United States. For the purpose of electronically-supplied services, creators make a supply of those services to us, and then we supply them to the fan. In locales where YOKE is required to collect transaction tax from fans, pledges processed from fans will reflect the tier or custom pledge amount plus the applicable tax. Applicable tax will not be taken from a pledge, but rather will be charged in addition to the pledge. Once settled, the tax amount will be automatically deducted for remittance to the applicable taxing authority. A record of the transaction tax portion of the pledge will be available on your earnings details page. As a creator on our site, it is your responsibility to provide accurate information when you are engaging with the sales tax weighting tool and, generally, when listing benefits transferred within your tiers.
Restrictions

We don’t allow creations and benefits that violate our policies. A summary of those rules is that we don’t allow:

- Illegal creations or benefits.
- Creations or benefits that are abusive towards other people.
- Creations or benefits that use others’ intellectual property, unless you have written permission to use it, or your use is protected by fair use. If your fans include people under the age of 18, then please remind them that they need permission to join your membership, and those under the age of 13 cannot use YOKE. We are not required to allow any particular person or group of persons to be your fan. An account is tied to your creative output and cannot be sold or transferred for use by another creator.

All about being a fan

To summarize: A fan is someone who purchases memberships from YOKE to support their favorite creators’ creations. Through a paid membership on YOKE, fans directly interact with creators they support, using tools supplied by YOKE, and through our platform have the opportunity to engage with a greater community of fans and creators.

As a fan, you’re joining YOKE to be part of an exciting movement to support a creator’s membership while you get special benefits, which may include access to your creator, merchandise (when offered), exclusivity, and engaging experiences with the creator and fan community. In exchange, you pay YOKE for membership programs, on a subscription basis or annual basis, to access and support creators you like.

The timing and amount of each membership subscription depends on the type of membership agreement you enter into, and the creator you support. You can see the details as you join, as well as in the receipt sent to you after each successful payment.

To become a fan, simply meet the eligibility requirements, create an account, add your preferred payment method, and join a membership program on YOKE to start supporting your creator! There are two types of memberships. One is a monthly subscription where you pay per month. The second is an access pass that provides you membership for the remainder of the remainder of
the fiscal year as defined by each membership page. Not all offerings allow for both types. Your options will be presented to you in the payment flow.

You may cancel your membership payments at any time. All access pass sales are final. Terminating or lowering the tier support of membership will go into effect in the subsequent (not current) payment term.

These include when you cancel your membership subscription, your payment method fails, the creator blocks you, or the creator deletes their account. We are not required to allow you to be a fan of any particular creator.

Creators’ memberships vary and we have limited control over the quality and specific offerings.

If you are located in the jurisdiction in which YOKE is required to charge and collect tax (e.g. VAT or sales tax), then this tax is added to the total charge. Except in limited circumstances, this tax is shown when you set up the initial membership subscription. YOKE remits all tax collected to the applicable taxing authority. As tax is largely dependent on your location, you are responsible for keeping your address complete and up to date.

**Refunds.** Our policy is No Refunds, though we will allow for some exceptions where refunds are granted in our sole discretion.

**YOKE’s role**

To summarize: We proactively look at some pages and posts on YOKE and review reported pages to identify potential violations of our guidelines.

We proactively look at some pages and posts on YOKE to make sure creators follow our Community Guidelines. We also investigate reports of potential violations. These investigations may take a while to resolve and may include looking at what is supported by funds received through YOKE.

In most situations we will work with creators to resolve any potential violations and allow the creator to continue using YOKE. Terminating accounts is not an action we take lightly and is done in only the most extreme cases.

YOKE reserves the right to remove a creator or fan from participating in the purchase of access passes. Removal of the creator or fan from participation in access passes will prohibit the creator from accepting new annual payments, and prohibit the fan from making new annual payments, but will not result in an automatic removal of the creator or fan from the platform, unless there is an independent basis for their removal from the platform.
Please let us know if you see potential violations of our Community Guidelines.

With your permission, we may give other websites or services the ability to verify information about your YOKE account or perform actions on your behalf. This permission is asked for when you connect your YOKE account to these other websites or services. You can learn more in our Privacy Policy.

**Account deletion**

To summarize: You can delete your account by emailing us at info@yoketeam.com. We can disable your account at our discretion.

You can permanently delete your account at any time by contacting us. We can terminate or suspend your account at any time at our discretion. We can also cancel any membership subscriptions and remove any descriptions, posts or benefits at our discretion. You may not bring a claim against us for suspending or terminating another person’s account, and you agree you will not bring such a claim. If you try to bring such a claim, you are responsible for the damages caused, including attorneys fees and costs. These terms remain in effect even if you no longer have an account.

**Creators: Your creations**

To summarize: As a creator, you keep complete ownership of all creations, but you give us permission to use them on YOKE. Make sure you have permission to use creations that you offer on YOKE.

You keep full ownership of all creations that you offer on YOKE, but we need licenses from you to operate YOKE effectively. By posting creations on YOKE you grant us a royalty-free, perpetual, irrevocable, non-exclusive, sublicensable, worldwide license to use, reproduce, distribute, perform, publicly display or prepare derivative works of your creations. You may not post creations that infringe others’ intellectual property or proprietary rights. We may ask you for consent verification for collaborators depicted in content funded through YOKE. Fans may not use creations posted by creators in any way not authorized by the creator.

**YOKE's creations**

To summarize: You can use our copyrights or trademarks to promote your YOKE page, but can’t use them for anything else without our permission.
Our creations are protected by copyright, trademark and trade secret laws. Some examples of our creations are the text on the site, our logo, and our codebase. We grant you a license to use our logo and other copyrights or trademarks to promote your YOKE page. You may not otherwise use, reproduce, distribute, perform, publicly display or prepare derivative works of our creations unless we give you permission in writing. Please ask if you have any questions.

**Indemnity**

To summarize: If we are sued because of your use of or conduct on YOKE, you have to help pay for it.

You will indemnify us from all losses and liabilities, including legal fees, that arise from these terms or relate to your use of YOKE. We reserve the right to exclusive control over the defense of a claim covered by this clause. If we use this right then you will help us in our defense. Your obligation to indemnify under this clause also applies to our subsidiaries, affiliates, officers, directors, employees, agents and third party service providers.

**Warranty disclaimer**

To summarize: We do our best to make sure YOKE works as expected, but stuff happens.

**YOKE is provided “as is” and without warranty of any kind. Any warranty of merchantability, fitness for a particular purpose, non-infringement, and any other warranty is excluded to the greatest extent permitted by law. The disclaimers of warranty under this clause also apply to our subsidiaries, affiliates and third party service providers.**

**Limit of liability**

To summarize: If you lose money as a result of using YOKE, any payment to you is limited to the amount of money we have earned through your use of YOKE.

**To the extent permitted by law, we are not liable to you for any incidental, consequential or punitive damages arising out of these terms, or your use or attempted use of YOKE. To the extent permitted by law, our liability for damages is limited to the amount of money we have earned through your use of YOKE. We are specifically not liable for loss associated with unfulfilled benefits and from losses caused by conflicting contractual agreements.** For this clause “we” and “our” is defined to include our subsidiaries, affiliates, officers, directors, employees, agents and third party service providers.
Dispute resolution

To summarize: If you have a problem please talk to us. Any disputes with us must be resolved under Georgia law.

We encourage you to contact us if you have an issue. If a dispute does arise out of these terms or in relation to your use of YOKE, then the dispute will be resolved in the federal or state courts located in Fulton County, Georgia. Both parties consent to the exclusive jurisdiction and venue of the Georgia courts for the purpose of resolving any such dispute. Georgia law, excluding its conflict of law provisions, governs these terms, all other YOKE policies, and any dispute that arises between you and YOKE.

Everything else

To summarize: These terms are the final word on YOKE’s policies and we will tell you if we change them.

These terms and any referenced policies are the entire agreement between you and us, and supersede all prior agreements. If any provision of these terms is held to be unenforceable, then that provision is modified to the extent necessary to enforce it. If a provision cannot be modified, it is severed from these terms, and all other provisions remain in force. If either party fails to enforce a right provided by these terms, it does not waive the ability to enforce any rights in the future. We may sometimes make changes to these terms and policies. If we make material changes that adversely affect your rights, then we will let you know before the changes come into effect. Continuing to use YOKE after a change means you expressly accept and agree to the new terms or policies. These terms are an agreement with YOKE Global, Inc., 854 W Paces Ferry Rd, Atlanta, GA 30327. If you use accessibility tools and have questions or concerns, please contact us at info@yoketeam.com. Effective immediately for users on YOKE from October 4th, 2023.