

YouDeh Terms Of Service

Effective from: 15th February 2021

Introduction

YouDeh, is a mobile application (“The Service”) owned and operated by YouDeh Pty Ltd (“us”, “we”, “or”, “our”). YouDeh allows you to connect anytime and anywhere with people you never would have imagined possible connecting with, face to face and real-time. YouDeh in essence is bringing your favourite personality to you. We encourage that you first read our Terms of Service (‘Terms’) before downloading YouDeh mobile application, registering on our platform, consuming YouDeh’s services and any other features offered by YouDeh.

1. Definitions

‘Terms of Services’ means terms that governs the use of YouDeh mobile application and it related features,

‘Date’ means calendar days, including all seven (7) days of the week and throughout the year where YouDeh mobile application is consumed,

‘YouDeh Mobile Application’ means YouDeh that is downloaded by a Celebrity, Fan, registers or signs-up before using YouDeh mobile application,

Services’ means features and capabilities that YouDeh offers and are consumed.

‘Party’ means online engagement initiated by Celebrity or Fan in the form of a meeting, one-on-one, conference, performance, consultation, interview, Meet & Greet, others, involving fan(s) and a celebrity.

“Celebrity” means any persons whose time may be requested by any other person(s) and such services are paid for

‘Time’ means an instance where Celebs and Fans have connected for the duration of the Party,

“Currency’ means any form of currency used in the country where person(s), user(s) may download YouDeh and consume its Services,

‘Fee’ means the amount accepted and payable to Celebrity (‘Celeb’) whose services were rendered for the duration (‘Duration’) of the Party (‘Party’),

2. Exclusions

Our mobile application does not and will NOT allow users to connect or seek to connect with public facing agencies or emergency services that include but are not limited to police stations, fire departments, defence, hospitals, et cetera (etc). We encourage that users endeavor to use other means necessary to access such services.

All YouDeh Celebrities located outside South Africa, must be made aware that our terms adhere to terms of a binding Arbitration Provision, which states that except if you opt out and for certain type(s) type of disputes, YouDeh and you agrees to resolve all disputes through binding individual arbitration, which implies that you waive any right(s) to have those disputes decided by a judge or jury and that you waive your right to participate in class actions, class arbitrations, or representative actions.

2. About our services

Downloading

You will first download YouDeh mobile application from Play Store, Google Store and Apple Store

Registration

Once YouDeh is successfully downloaded, you can register using email address, password, name and surname. You agree to receive email messages with credentials to access our Services.

Accessing YouDeh Services

Once registration is successful, your username and password will be used as login details to access Youdeh's services,

Age

You must be at least 13 years old to use our Services or such greater age required in your country for you to be authorized to use our Services without parental approval, being of minimum required age to use our Services under applicable law, if you are not old enough to have authority to agree to our Terms in your country, your parent or guardian must agree to our Terms on your behalf.

Devices and Software.

YouDeh will not provide you with devices, software, and data connections to access our Services,.

Updates

From time to time as you use our Services, you consent to downloading and installing automated periodic updates and in some instances, may be prompted to accept such periodic updates

Excluded Fees and Taxes.

You are responsible for all carrier data charges , other fees and taxes borne with your use of our Services,

Our Fees and Related Costs

We will charge you for use of our Services, excluding applicable taxes,

Objection About The Party

In an event a Celebrity raises a complaint relating to the Fan or vice versa emanated from the Party, YouDeh shall review the complaint and through its discretion, shall not process the due amount. Instead, shall credit the affected Celeb or Fan,

Payments After Party

Since YouDeh provide services that help you to connect with anyone, you agree that upon completion of the Party ('Party') with other Celebrity ('Celebrity')(s), YouDeh will keep its apportioned share of 45% (FortyFive Percent) and the 55% (Fifty Five percent.) shall be paid to your wallet seamlessly at the end of the Party. It may take up to 24 hours for the party payment to reflect in your wallet.

Secured Wallet

YouDeh hereby consent that the wallet located in your profile is tightly secured and cannot be infiltrated through various hacking methods. It is also important to note that the YouDeh is NOT at all a cryptocurrency wallet,

Exclusion of Taxes

YouDeh will not withhold any statutory taxes, applicable in your country, on your behalf, on the amount due to you. Every Celebrity or Fan paid is responsible for managing their tax related matters,

PayPal Account

You also consent to have a PayPal account or Debit/Credit Card account that will be linked to your YouDeh wallet for loading and withdrawing funds.

All withdrawals from YouDeh will be paid to your PayPal Account.

Loading of Funds to Your Wallet

You will be responsible for loading your wallet with funds so can be able to create or join a Party once invited. Should you not have enough funds in your wallet, you will not be able to invite Celebrity or even join the Party,

Withdrawal of Funds from Your Wallet

As it is the norm with digital platforms, payments to your PayPal account shall be processed on the last day of the month for the withdrawal requests submitted in that particular month. Once funds are released to your PayPal account, YouDeh shall not be held responsible or instruct you how and where your funds are disbursed or transferred,

Privacy policy and user data

Any information that you provide to YouDeh will be subjected to our Privacy Policy which governs the collection and use of your information, being, email address and name which you use to create a profile. . You agree to our data practices, as well as the transfer and processing of your information in the Republic of South Africa and any other countries globally where our Services are accessed.. You acknowledge that the laws, regulations, and standards of the country you will be accessing our services, will be different from those of your own country.

Acceptable use of our services

Our Terms and Policies.

You must use our Services according to our Terms and posted policies. If we disable your account for a violation of our Terms, you will not create another account without our permission.

Legal and Acceptable Use.

You must access and use our Services only for legal, authorized, and acceptable purposes. You will not use (or assist others in using) our Services in ways that: (a) violate, misappropriate, or infringe the rights of YouDeh, our users, or others, including privacy, publicity, intellectual property, or other proprietary rights; (b) are illegal, obscene, defamatory, threatening, intimidating, harassing, hateful, racially, or ethnically offensive, or instigate or encourage

conduct that would be illegal, or otherwise inappropriate, including promoting violent crimes; (c) involve publishing falsehoods, misrepresentations, or misleading statements; (d) impersonate someone; (e) involve sending illegal or impermissible communications such as bulk messaging, auto-messaging, auto-dialing, and the like; or (f) involve any non-personal use of our Services unless otherwise authorized by us.

Harm to YouDeh or Our Users.

You must not (or assist others to) access, use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sublicense, transfer, display, perform, or otherwise exploit our Services in impermissible or unauthorized manners, or in ways that burden, impair, or harm us, our Services, systems, our users, or others, including that you must not directly or through automated means: (a) reverse engineer, alter, modify, create derivative works from, decompile, or extract code from our Services; (b) send, store, or transmit viruses or other harmful computer code through or onto our Services; (c) gain or attempt to gain unauthorized access to our Services or systems; (d) interfere with or disrupt the integrity or performance of our Services; (e) create accounts for our Services through unauthorized or automated means; (f) collect the information of or about our users in any impermissible or unauthorized manner; (g) sell, resell, rent, or charge for our Services; or (h) distribute or make our Services available over a network where they could be used by multiple devices at the same time.

Keeping Your Account Secure.

You are responsible for keeping your device and your YouDeh account safe and secure, and you must notify us promptly of any unauthorized use or security breach of your account or our Services.

Licenses

Your Rights.

YouDeh does not claim ownership of the information that you submit for your YouDeh account or for our Services. You must have the necessary rights to such information that you submit for your YouDeh account or through our Services and the right to grant the rights and licenses in our Terms.

YouDeh's Rights.

We own all copyrights, trademarks, domains, logos, trade dress, trade secrets, patents, and other intellectual property rights associated with our Services. You may not use our copyrights, trademarks, domains, logos, trade dress, patents, and other intellectual property rights unless you have our express permission and except in accordance with our Brand Guidelines. You may use the trademarks of our affiliated companies only with their permission, including as authorized in any published brand guidelines.

Your License to YouDeh.

In order to operate and provide our Services, you grant YouDeh a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, create derivative works of, display, and perform the information (including the content) that you upload, submit, store, send, or receive on or through our Services. The rights you grant in this license are for the limited purpose of operating and providing our Services (such as to allow us to display your profile picture and status message, transmit your messages, store your undelivered messages on our servers for up to 30 days as we try to deliver them, and otherwise as described in our Privacy Policy).

YouDeh's License to You.

We grant you a limited, revocable, non-exclusive, non-sublicensable, and non-transferable license to use our Services, subject to and in accordance with our Terms. This license is for the sole purpose of enabling you to use our Services, in the manner permitted by our Terms. No licenses or rights are granted to you by implication or otherwise, except for the licenses and rights expressly granted to you.

Reporting third-party copyright, trademark, and other intellectual property infringement

To report claims of third-party copyright, trademark, or other intellectual property infringement, please visit our Intellectual Property Policy. We may terminate your YouDeh account if you repeatedly infringe on the intellectual property rights of others.

Disclaimers

YOU USE OUR SERVICES AT YOUR OWN RISK AND SUBJECT TO THE FOLLOWING DISCLAIMERS. WE ARE PROVIDING OUR SERVICES ON AN "AS IS" BASIS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND FREEDOM FROM COMPUTER VIRUS OR OTHER HARMFUL CODE. WE DO NOT WARRANT THAT ANY INFORMATION PROVIDED BY US IS ACCURATE, COMPLETE, OR USEFUL, THAT OUR SERVICES WILL BE OPERATIONAL, ERROR FREE, SECURE, OR SAFE, OR THAT OUR SERVICES WILL FUNCTION WITHOUT DISRUPTIONS, DELAYS, OR IMPERFECTIONS. WE DO NOT CONTROL, AND ARE NOT RESPONSIBLE FOR, CONTROLLING HOW OR WHEN OUR USERS USE OUR SERVICES OR THE FEATURES, SERVICES, AND INTERFACES OUR SERVICES PROVIDE. WE ARE NOT RESPONSIBLE FOR AND ARE NOT OBLIGATED TO CONTROL THE ACTIONS OR INFORMATION (INCLUDING CONTENT) OF OUR USERS OR OTHER THIRD PARTIES. YOU RELEASE US, OUR SUBSIDIARIES, AFFILIATES, AND OUR AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, AND AGENTS (TOGETHER, THE "YOUDEH PARTIES") FROM ANY CLAIM, COMPLAINT, CAUSE OF ACTION, CONTROVERSY, OR DISPUTE (TOGETHER, "CLAIM") AND DAMAGES, KNOWN AND UNKNOWN, RELATING TO, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH ANY SUCH CLAIM YOU HAVE AGAINST ANY THIRD PARTIES. YOU WAIVE ANY RIGHTS YOU MAY HAVE UNDER CALIFORNIA CIVIL CODE §1542, OR ANY OTHER SIMILAR APPLICABLE STATUTE OR LAW OF ANY OTHER JURISDICTION, WHICH SAYS THAT: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Limitation of liability

THE YOUDEH PARTIES WILL NOT BE LIABLE TO YOU FOR ANY LOSS OF PROFITS OR CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT, OR INCIDENTAL DAMAGES RELATING TO, ARISING OUT OF, OR IN ANY WAY IN CONNECTION WITH OUR TERMS, US, OR OUR SERVICES, EVEN IF THE YOUDEH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY RELATING TO, ARISING OUT OF, OR IN ANY WAY IN CONNECTION WITH OUR TERMS, US, OR OUR SERVICES WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$10) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. THE FOREGOING DISCLAIMER OF CERTAIN DAMAGES AND LIMITATION OF LIABILITY WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE LAWS OF SOME STATES OR JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN OUR TERMS, IN SUCH CASES, THE LIABILITY OF THE YOUDEH PARTIES WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold harmless the YouDeh Parties from and against all liabilities, damages, losses, and expenses of any kind (including reasonable legal fees and costs) relating to, arising out of, or in any way in connection with any of the following: (a) your access to or use of our Services, including information provided in connection therewith; (b) your breach or alleged breach of our Terms; or (c) any misrepresentation made by you. You will cooperate as fully as required by us in the defense or settlement of any Claim.

Dispute resolution

Forum and Venue.

You agree that you and YouDeh will resolve any Claim relating to, arising out of, or in any way in connection with our Terms, us, or our Services (each, a "Dispute," and together, "Disputes") exclusively in the South African Court located in Pretoria, and you agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such Disputes. Without prejudice to the foregoing, you agree that, in our sole discretion, we may elect to resolve any Dispute we have with you in any competent court in the country in which you reside that has jurisdiction over the Dispute.

Governing Law.

The laws of The Republic of South Africa and any other laws applicable in countries where you will be consuming our Services will govern our Terms, as well as any Disputes, whether in court or arbitration, which might arise between YouDeh and you, without regard to conflict of law provisions.

Prohibited Conduct

You agree to use YouDeh in accordance with these Terms and applicable laws and regulations. You will not violate any applicable law, contract, intellectual property, or other third party right or commit an infringement of a right, and you are solely responsible for your conduct while using YouDeh. In addition with the use of YouDeh, you will not:-

- Engage in any harassing, threatening, intimidating, predatory or stalking conduct,
- Impersonate another person, log into an account which you are not authorized to access,
- Use or attempt to use another user's account with consent or authorization from that user and YouDeh Pty Ltd,
- Use YouDeh in any manner that could interfere with, negatively affect or inhibit other users from fully enjoying use of the YouDeh mobile application, and the Services or that could damage, disable or impair the functioning of YouDeh and the Services in any manner, including with respect to YouDeh's network or network security,
- Interference or attempt to interfere with service or any user, host or network, including by way of introducing a virus or any other means necessary,
- Develop or use any third party applications that interact with YouDeh or Services without a prior written consent, including any scripts designed to extract data from YouDeh.

Availability and termination of our services

Availability of Our Services.

Our Services may be interrupted as a result of maintenance, repairs, upgrades, or network or equipment failures. In such instances, users will be notified timeously and even post interruption(s) messages on YouDeh platform. Events beyond our control that are natural and force majeure related may affect our Services and in such events, we shall not be held responsible and or sued by users or anyone who consumes our Services.

Termination

If you are in breach of any of these terms, we reserve the right, in our sole discretion, to modify, suspend, or terminate your access to or use of our Services anytime for reason(s), such as but not limited to the ones listed in clause titled "Prohibited Conduct" above, that may create harm, risk, or possible legal exposure for us, our users, or others.

The following provisions will survive any termination of your relationship with YouDeh: "Licenses," "Disclaimers," "Limitation of Liability," "Indemnification," "Dispute Resolution," "Availability and Termination of our Services," "Other," and "Special Arbitration Provision for Users from United States, Canada and any other country." We are not responsible for any loss, damage, or harm related to your inability to access or use YouDeh based on such termination.

Intellectual Property Rights

We are the owner or the licensee of all intellectual property rights in the Platform, and in the material content published on it as all the works are governed by copyright laws and treaties around the world and all such rights are reserved. In accessing YouDeh, you agree that you will access its contents, and use the Services solely for your personal use.

Storing of Video Content

YouDeh shall not store Video recordings due to preservation of privacy of the content recorded during the Party.

Rights to Update or Modify Terms

We reserve the right, at our discretion, to change the terms on a going forward basis at any point in time. We humbly request you check the Terms periodically for any changes, as after such changes, your continued use of YouDeh will constitute your binding of such changes. In an event that the change in the Terms materially affects your rights or obligations, we will endeavour to notify you by sending communication to your email we have on file. Should you not agree with the amended Terms, you may stop accessing and using YouDeh until you decide otherwise.

Other

- Unless a mutually executed agreement between you and us states otherwise, our Terms make up the entire agreement between you and us regarding YouDeh and our Services, and supersede any prior agreements.
- We may ask you to agree to additional terms for certain of our Services in the future, which will govern to the extent there is a conflict between our Terms and such additional terms.
- Our Services are not intended for distribution to or use in any country where such distribution or use would violate local law or would subject us to any regulations in another country. We reserve the right to limit our Services in any country.
- You will comply with all applicable U.S. and non-U.S. export control and trade sanctions laws ("Export Laws"). You will not, directly or indirectly, export, re-export, provide, or otherwise transfer our Services: (a) to any individual, entity, or country prohibited by Export Laws; (b) to anyone on U.S. or non-U.S. government restricted parties lists; or (c) for any purpose prohibited by Export Laws, including nuclear, chemical, or biological weapons, or missile technology applications without the required government authorizations. You will not use or download our Services if you are located in a restricted country, if you are currently listed on any U.S. or non-U.S. restricted parties list, or for any purpose prohibited by Export Laws, and you will not disguise your location through IP proxying or other methods.
- Our Terms are written in English (U.S.). Any translated version is provided solely for your convenience. To the extent any translated version of our Terms conflicts with the English version, the English version controls.
- Any amendment to or waiver of our Terms requires our express consent.
- We may amend or update these Terms. We will provide you notice of amendments to our Terms, as appropriate, and update the "Last Modified" date at the top of our Terms. Your continued use of our Services confirms your acceptance of our Terms, as amended. If you do not agree to our Terms, as amended, you must stop using our Services. Please review our Terms from time to time.
- All of our rights and obligations under our Terms are freely assignable by us to any of our affiliates or in connection with a merger, acquisition, restructuring, or sale of assets, or by operation of law or otherwise, and we may transfer your information to any of our affiliates, successor entities, or new owner.
- You will not transfer any of your rights or obligations under our Terms to anyone else without our prior written consent.
- Nothing in our Terms will prevent us from complying with the law.

- Except as contemplated herein, our Terms do not give any third-party beneficiary rights.
- If we fail to enforce any of our Terms, it will not be considered a waiver.
- If any provision of these Terms is deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from our Terms and shall not affect the validity and enforceability of the remaining provisions.
- We reserve all rights not expressly granted by us to you. In certain jurisdictions, you may have legal rights as a consumer, and our Terms are not intended to limit such consumer legal rights that may not be waived by contract.
- We always appreciate your feedback or other suggestions about YouDeh and our Services, but you understand that we may use your feedback or suggestions without any obligation to compensate you for them (just as you have no obligation to offer them).