

Terms & Conditions

These Terms of Use are between you and:

Dojo Entertainment ApS (“Dojo Entertainment”)

CVR-nr: 44523884

Telefon: 50 50 77 35

Adresse: Vigerslevvej 228 2 th, 2500 Valby

The terms (“us”, “we”, the “Company” or “Dojo Entertainment”) refer to Dojo Entertainment ApS.

1. Acceptance of Terms of Use Agreement.

By creating a Drinking Dojo account, whether through a mobile device, mobile application, or computer (collectively, the “Service”), you agree to be bound by (i) these Terms of Use, (ii) our Privacy Policy, Cookie Policy, each of which is incorporated by reference into this Agreement, and (iii) any terms disclosed and agreed to by you if you purchase additional features, products, or services we offer on the Service (collectively, this “Agreement”). If you do not accept and agree to be bound by all of the terms of this Agreement, please do not use the Service. We may make changes to this Agreement and to the Service from time to time. We may do this for a variety of reasons including to reflect changes in or requirements of the law, new features, or changes in business practices. The most recent version is the version that applies. If the changes include

material changes that affect your rights or obligations, we will notify you in advance of the changes by reasonable means, which could include notification through the Service or via email. If you continue to use the Service after the changes become effective, then you agree to the revised Agreement.

2. Eligibility.

You must be at least 18 years of age to create an account on Drinking Dojo and use the Service. By creating an account and using the Service, you represent and warrant that:

- You can form a binding contract with Dojo Entertainment,
- You are not a person who is barred from using the Service under the laws of the United States, European Union, or any other applicable jurisdiction – meaning that you do not appear on the U.S. Treasury Department’s list of Specially Designated Nationals or face any other similar prohibition,
- You will comply with this Agreement and all applicable local, state, national, and international laws, rules, and regulations, and
- You have never been convicted of a felony or indictable offense (or crime of similar severity), a sex crime, or any crime involving violence, and that you are not required to register as a sex offender with any state, federal or local sex offender registry.

3. Your Account.

To use Drinking Dojo, you may sign in using your Facebook login. If you do so, you authorize us to access and use certain Facebook account information, including but not limited to your public Facebook profile. For more information regarding the information we collect from you and how we use it, please consult our Privacy Policy. You are responsible for maintaining the confidentiality of your login credentials you use to sign up for Drinking Dojo, and you are solely responsible for all activities that occur under those credentials. If you think someone has gained access to your account, please immediately contact us.

4. Modifying the Service and Termination.

Dojo Entertainment is always striving to improve the Service and bring you additional functionality that you will find engaging and useful. This means we may add new product features or enhancements from time to time as well as remove some features, and if these actions do not materially affect your rights or obligations, we may not provide you with notice before taking them. We may even suspend the Service entirely, in which event we will notify you in advance unless extenuating circumstances, such as safety or security concerns, prevent us from doing so.

You may terminate your account at any time, for any reason, by following the instructions in “Settings” in the Service; however, if you use a third-party payment account, you will need to manage in-app purchases through such account (e.g., iCloud, Google, etc.) to avoid additional billing. Dojo Entertainment may terminate your account at any time without notice if it believes that you have violated this Agreement. Upon

such termination, you will not be entitled to any refund for purchases. After your account is terminated, this Agreement will terminate.

5. Safety; Your Interactions with Other Members.

Dojo Entertainment strives to encourage a respectful member experience through features like connecting, features, chests, reporting, and blocking of users. Dojo Entertainment is, however, not responsible for the conduct of any member on or off the Service. You agree to use caution in all interactions with other members, particularly if you decide to communicate off the Service or meet in person. You agree that you will not provide your financial information (for example, your credit card or bank account information), or wire or otherwise send money, to other members.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER MEMBERS. YOU UNDERSTAND THAT DOJO ENTERTAINMENT DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS ON ITS MEMBERS OR OTHERWISE INQUIRE INTO THE BACKGROUND OF ITS MEMBERS. DOJO ENTERTAINMENT MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF MEMBERS.

6. Rights Dojo Entertainment Grants You.

Dojo Entertainment grants you a personal, worldwide, royalty-free, non-assignable, non-exclusive, revocable, and non-sublicensable license to access and use the Service.

This license is for the sole purpose of letting you use and enjoy the Service's benefits as intended by Dojo Entertainment and permitted by this Agreement. Therefore, you agree not to:

- Use the Service or any content contained in the Service for any commercial purposes without our written consent.
- Copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way any copyrighted material, images, trademarks, trade names, service marks, or other intellectual property, content, or proprietary information accessible through the Service without Dojo Entertainment's prior written consent.
- Express or imply that any statements you make are endorsed by Dojo Entertainment.
- Use any robot, bot, spider, crawler, scraper, site search/retrieval application, proxy, or other manual or automatic device, method, or process to access, retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Service or its contents.
- Use the Service in any way that could interfere with, disrupt, or negatively affect the Service or the servers or networks connected to the Service.
- Upload viruses or other malicious code or otherwise compromise the security of the Service.
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted to or through the Service.
- "Frame" or "mirror" any part of the Service without Dojo Entertainment's prior written authorization.

- Use meta tags or code or other devices containing any reference to Dojo Entertainment or the Service (or any trademark, trade name, service mark, logo, or slogan of Dojo Entertainment) to direct any person to any other website for any purpose.
- Modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile, or otherwise disassemble any portion of the Service, or cause others to do so.
- Use or develop any third-party applications that interact with the Service or other members' Content or information without our written consent.
- Use, access, or publish the Dojo Entertainment application programming interface without our written consent.
- Probe, scan, or test the vulnerability of our Service or any system or network.
- Encourage or promote any activity that violates this Agreement.

The Company may investigate and take any available legal action in response to illegal and/or unauthorized uses of the Service, including termination of your account.

Any software that we provide you may automatically download and install upgrades, updates, or other new features. You may be able to adjust these automatic downloads through your device's settings.

7. Rights You Grant Dojo Entertainment.

By creating an account, you grant to Dojo Entertainment a worldwide, transferable, sub-licensable, royalty-free, right and license to host, store, use, copy, display, reproduce, adapt, edit, publish, modify, and distribute information you authorize us to

access from Facebook, as well as any information you post, upload, display, or otherwise make available (collectively, “post”) on the Service or transmit to other members (collectively, “Content”). Dojo Entertainment’s license to your Content shall be non-exclusive, except that Dojo Entertainment’s license shall be exclusive with respect to derivative works created through the use of the Service. For example, Dojo Entertainment would have an exclusive license to screenshots of the Service that include your Content. Our license to your Content is subject to your rights under applicable law (for example, laws regarding personal data protection to the extent any Content contains personal information as defined by those laws) and is for the limited purpose of operating, developing, providing, and improving the Service and researching and developing new ones.

You agree that any Content you place or that you authorize us to place on the Service may be viewed by other members and may be viewed by any person visiting or participating in the Service (such as individuals who may receive shared Content from other Dojo Entertainment members).

You agree that all information that you submit upon creation of your account, including information submitted from your Facebook account, is accurate and truthful and you have the right to post the Content on the Service and grant the license to Dojo Entertainment above.

You understand and agree that we may monitor or review any Content you post as part of a Service. We may delete any Content, in whole or in part, that in our sole judgment violates this Agreement or may harm the reputation of the Service.

When communicating with our customer care representatives, you agree to be respectful and kind. If we feel that your behavior towards any of our customer care representatives or other employees is at any time threatening or offensive, we reserve the right to immediately terminate your account.

In consideration for Dojo Entertainment allowing you to use the Service, you agree that we, our affiliates, and our third-party partners may place advertising on the Service. By submitting suggestions or feedback to Dojo Entertainment regarding our Service, you agree that Dojo Entertainment may use and share such feedback for any purpose without compensating you.

Please be informed that Dojo Entertainment may access, store and disclose your account information and Content if required to do so by law, by performing its agreement with you, or in a good faith belief that such access, storage or disclosure satisfies a legitimate interest, including to: (i) comply with legal process; (ii) enforce the Agreement; (iii) respond to claims that any Content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of the Company or any other person.

8. Community Rules.

By using the Service, you agree that you will not:

- Use the Service for any purpose that is illegal or prohibited by this Agreement.
- Use the Service for any harmful or nefarious purpose.
- Use the Service in order to damage Dojo Entertainment.
- Spam, solicit money from or defraud any members.
- Impersonate any person or entity or post any images of another person without his or her permission.
- Bully, “stalk”, intimidate, assault, harass, mistreat or defame any person.
- Post any Content that violates or infringes anyone’s rights, including rights of publicity, privacy, copyright, trademark or other intellectual property or contract right.
- Post any Content that is hate speech, threatening, sexually explicit or pornographic.
- Post any Content that incites violence; or contains nudity or graphic or gratuitous violence.
- Post any Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual.
- Solicit passwords for any purpose, or personal identifying information for commercial or unlawful purposes from other members or disseminate another person’s personal information without his or her permission.
- Use another member’s account, share an account with another member, or maintain more than one account.

- Create another account if we have already terminated your account, unless you have our permission.

Dojo Entertainment reserves the right to investigate and/or terminate your account without a refund of any purchases if you have violated this Agreement, misused the Service or behaved in a way that Dojo Entertainment regards as inappropriate or unlawful, including actions or communications that occur on or off the Service.

9. User Generated Content.

You may have the option to create, post, stream, transmit and provide content such as pictures, logos, trademarks or other information (“User Material”) through the Beta Product. To the extent permitted by law, you license Dojo Entertainment a royalty-free and perpetual right to use, distribute, copy, modify, display, and publish your User Material for any reason without any restrictions or payments to you or any third parties.

You acknowledge that you have received good and valuable consideration from Dojo Entertainment for the license of the rights in your User Material. Dojo Entertainment may sublicense its rights to your User Material to any third party, including its affiliates.

You hereby waive, to the extent permitted by law, all claims, against Dojo Entertainment and its affiliates or any third party’s use of the User Material. By creating, posting, streaming, transmitting or providing Dojo Entertainment any User Material, you represent and warrant that your User Material does not infringe on the intellectual property or other rights of any third party and is not obscene, defamatory, offensive and you have the appropriate rights to use, create, post, distribute, transmit and provide User Material and to grant Dojo Entertainment the foregoing license. You must

cooperate with Dojo Entertainment in resolving any dispute that may arise from your User Material.

10. Other Members' Content.

Although Dojo Entertainment reserves the right to review and remove Content that violates this Agreement, such Content is the sole responsibility of the member who posts it, and Dojo Entertainment cannot guarantee that all Content will comply with this Agreement. If you see objectionable behavior or content on the Service that violates this Agreement, please contact us and/or use the in-app functionality to report user-generated content. Our team will review the report and address it at the earliest convenience.

11. Purchases.

From time to time, Dojo Entertainment may offer products and services for purchase ("in-app purchases") through iTunes, Google Play, carrier billing, or other payment platforms authorized by Dojo Entertainment. If you choose to make an in-app purchase, you will be prompted to confirm your purchase with the applicable payment provider, and your method of payment (be it your card or a third-party account such as Google Play or iTunes) (your "Payment Method") will be charged for the in-app purchase at the prices displayed to you for the service(s) you've selected as well as any sales or similar taxes that may be imposed on your payments, and you authorize Dojo Entertainment or

the third-party account, as applicable, to charge you. If you purchase an auto-recurring periodic subscription through an in-app purchase, your Payment Method will continue to be billed for the subscription until you cancel. After your initial subscription commitment period, and again after any subsequent subscription period, your subscription will automatically continue for an additional equivalent period, at the price you agreed to when subscribing.

Auto-Renewal; Automatic Card Payment

Subscriptions are automatically renewed until you terminate or cancel the subscription. When you purchase a subscription, your Payment Method will continue to be billed monthly in advance within 24 hours of the date of the initial purchase at the price you agreed to when initially subscribing. Your card payment information will be stored and subsequently used for the automatic card payments in accordance with the Agreement.

Refunds.

Generally, all charges for purchases are nonrefundable, and there are no refunds or credits for partially used periods.

For subscribers residing in the EU or European Economic Area, in accordance with local law, you are entitled to a full refund without stating the reason during the 14 days after the subscription begins. Please note that this 14-day period commences when the subscription starts. Purchases of Virtual Items are FINAL AND NON-REFUNDABLE.

To request a refund:

Contact our support at [support email]

12. Disclaimers.

DOJO ENTERTAINMENT PROVIDES THE SERVICE ON AN “AS IS” AND “AS AVAILABLE” BASIS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICE (INCLUDING ALL CONTENT CONTAINED THEREIN), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. DOJO ENTERTAINMENT DOES NOT REPRESENT OR WARRANT THAT (A) THE SERVICE WILL BE UNINTERRUPTED, SECURE OR ERROR FREE, (B) ANY DEFECTS OR ERRORS IN THE SERVICE WILL BE CORRECTED, OR (C) THAT ANY CONTENT OR INFORMATION YOU OBTAIN ON OR THROUGH THE SERVICE WILL BE ACCURATE.

DOJO ENTERTAINMENT TAKES NO RESPONSIBILITY FOR ANY CONTENT THAT YOU OR ANOTHER MEMBER OR THIRD PARTY POSTS, SENDS OR RECEIVES THROUGH THE SERVICE. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK.

13. Third-Party Services.

The Service may contain advertisements and promotions offered by third parties and links to other web sites or resources. Dojo Entertainment is not responsible for the availability (or lack of availability) of such external websites or resources. If you choose to interact with the third parties made available through our Service, such party's terms will govern their relationship with you. Dojo Entertainment is not responsible or liable for such third parties' terms or actions.

14. Entire Agreement; Other.

This Agreement, along with Privacy Policy, Cookie Policy (if applicable to you), and any terms disclosed and agreed to by you if you purchase additional features, products, or services we offer on the Service, contains the entire agreement between you and Dojo Entertainment regarding the use of the Service. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. The failure of the Company to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. You agree that your Dojo Entertainment account is non-transferable and all your rights to your account and its Content terminate upon your death. No agency, partnership, joint venture, fiduciary or other special relationship or employment is created because of this Agreement and you may not make any representations on behalf of or bind Dojo Entertainment in any manner.

