

TERMS OF SERVICES - OneRevolt

I. INTRODUCTION

YW Global's brand OneRevolt ("OneRevolt" or "We") empowers the world's artists to earn money from their artwork by making it immediately available for sale as a variety of products in the Republic of Korea - without giving up control of their rights. We believe it is essential that all OneRevolt users respect the copyright and other intellectual property rights of others. Whether an artist, a customer, or even if you're just browsing, please respect the intellectual property rights of all the works you see or buy on OneRevolt. Be aware that when you post your work to OneRevolt, it will be publicly available for the world to view, or buy as a product. It is your responsibility to make sure that you are upholding your legal responsibilities and not violating anyone's rights or breaking any laws by publishing or offering your work for sale through OneRevolt. We provide a range of services which enable you to publish, sell, comment on, promote, and purchase artwork and art-related products (collectively, "Products") through Onerevolt.com (the "Site"); interact with other OneRevolt users; and receive the benefits of OneRevolt's Product production services, including payment processing, transaction handling, product manufacturing, packaging, order fulfillment and customer support.

Please read these terms of service (the "Terms") and OneRevolt's Privacy Policy (the "Privacy Policy") carefully. Before you may post content or use or sell Products through OneRevolt, you must agree to the Terms and the Privacy Policy. These Terms and the Privacy Policy are a legal agreement between you and OneRevolt. By creating a OneRevolt Account or purchasing products through OneRevolt, you agree to all of the terms and conditions in these terms and the privacy policy, and all other rules, policies, and procedures relating to OneRevolt, including the site that OneRevolt may publish from time to time. "You" means you individually. You represent and warrant that you are at least 18 years of age and, if you are entering into these Terms on behalf of a company or other legal entity, you have the authority to bind such legal entity. If you do not meet these requirements or do not agree to these terms or the privacy policy, you may not create an account or use OneRevolt.

II. CONTENT, COPYRIGHT & INTELLECTUAL PROPERTY POLICIES

Content

You understand that all information, images, pictures, data, text, music, sound, photographs, graphics, video, messages, or other materials submitted, posted, published, displayed, performed, or offered for sale through OneRevolt ("Content"), whether publicly posted or privately transmitted, is protected by copyright and other intellectual property rights.

You understand that you will be exposed to Content and may purchase Products from a variety of OneRevolt users and that you rely on the Content and purchase Products at your

own risk. OneRevolt does prescreen Content or Products but is not responsible for examining or evaluating any Content or Products offered through OneRevolt, including without limitation, their accuracy, usefulness, or safety, or for determining whether the party offering the Content or Products for sale has obtained all required rights to do so. Without limitation of the foregoing, while we try to offer reliable data, we cannot promise that the Content on the Site will always be accurate and up-to-date. You further understand and acknowledge that you may be exposed to Content that is offensive, indecent or objectionable and that we may not be able to confirm the identity of other registered users or prevent them from acting under false pretenses or in a manner that infringes the rights of any person. You hereby waive any legal or equitable rights or remedies you have or may have against OneRevolt with respect to any activities, content, products, actions or inactions of any third party in connection with OneRevolt, including without limitation, any illegal, defamatory, offensive, or unauthorized conduct by any of OneRevolt's users.

Your Content

As between you and OneRevolt, you own all and retain all rights in your Content (zero tolerance for infringement of copyrights and other intellectual property rights). You hereby grant OneRevolt and its affiliates a local (Republic of Korea), royalty-free, exclusive (see next paragraph), assignable license (renewable every 2 years, to be discussed individually with artist on demand), with right of sublicense, to use, publicly display and publicly perform, publish, reproduce, modify, and distribute your Content in any format or medium now known or later developed for the purpose of promoting your Content, producing and promoting your artworks, and providing the other OneRevolt services to you.

Exclusive: Artists' artworks available in any country in the world will be as well available in OneRevolt, but OneRevolt will be the only distributor for the Republic of Korea.

We believe that an exclusive licensing between artists and us will be the core of the success for OneRevolt, letting us protect artist's artworks from any copy or imitation in the local market. Establishing a trusted partnership between you and OneRevolt will be the unique solution and the key to protect your artworks.

You, and not OneRevolt, are entirely responsible for all your content that you make available and all products you offer for sale through OneRevolt, including without limitation, that you own or have obtained all required intellectual property and other rights in your content, including without limitation, the right to manufacture, distribute and sell products that include your content.

You represent and warrant that:

You own all intellectual property rights in your Content or that you have obtained all copyrights, trademark rights, rights of publicity and other rights required for you to make your Content available through OneRevolt, to manufacture, distribute and sell Products that include your Content and to grant OneRevolt the rights granted to it in these Terms; your Content and the manufacture, distribution and sale of Products that include your

Content does not and will not infringe the intellectual property rights or other rights of any person or entity, including without limitation any copyright, moral rights, trademark, patent, right of publicity or right of privacy;

you will review and comply with these Terms, the Privacy Policy, all other rules, policies and procedures that OneRevolt may publish from time to time and all applicable laws, rules and regulations;

your Content does not contain material that is false, inaccurate, misleading, incomplete, defamatory or libelous obscene, pornographic, indecent, harassing, threatening, harmful, invasive of privacy, in violation of anyone's rights, including their privacy or publicity rights, abusive, inflammatory or otherwise objectionable;

your Content is accurate, is not misleading or deceptive and does not offer or disseminate fraudulent goods, products, services, schemes, or promotions.

OneRevolt reserves the right to prescreen your Content (but has no obligation to do so), to review and remove your Content from the Site, to suspend or cancel your account, and to cancel the OneRevolt services provided to you at any time in its sole discretion.

OneRevolt has a zero tolerance policy for intellectual property infringement. If you submit Content or offer Products for sale that OneRevolt, in its sole discretion, believes may infringe another party's intellectual property rights, OneRevolt may immediately terminate your account, in addition to any other remedies it may have.

Procedure for Reporting Infringements of Copyright under the Korea Copyright Act ([in English](#)) or Infringements of Other Intellectual Property Rights:

OneRevolt has a zero tolerance policy for infringement of copyrights and other intellectual property rights. If you believe in good faith that any Content or Products made available through OneRevolt infringes upon your intellectual property rights, you may submit a notification of claimed infringement (Redress for infringement of rights, article 124 to 129) to us by providing the following information in writing to us:

A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright or other intellectual property right that has been allegedly infringed;

Identification of the works claimed to have been infringed, or if this is a single notification of a copyright infringement claim covering multiple copyrighted works on the Site, as permitted under the Korea Copyright Act a representative list of such works on the Site;

Identification of the Content or Product that is claimed to be infringing or to be the subject of infringement activity and that is to be removed or access to which is to be disabled, including information reasonably sufficient to permit OneRevolt to locate the material;

Information reasonably sufficient to permit us to contact the complaining party, including address, telephone number and e-mail address;

A statement that the complaining party has a good faith belief that the use of the Content or Product is not authorized by the copyright owner or other intellectual property rights owner, its agent, or the law; and

A statement made under penalty of perjury that the information in the notification

of claimed infringement is accurate and that the complaining party is authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

YW GLOBAL - OneRevolt

Attention: Intellectual Property Rights Dpt

#301, 18, Dongho-ro 11a-gil

Jung-gu, Seoul 100-450

Republic of Korea

You acknowledge that if you fail to comply with all of the above notice requirements of this Section, your notification of claimed infringement may not be valid.

When a complete and proper notification of claimed infringement is received, it is OneRevolt's policy to expeditiously investigate the claim and take appropriate action, as determined by us in our sole discretion. Such action may include without limitation: (1) removing or disabling access to the Content, Product or other material identified in the notification of claimed infringement; (2) notifying the applicable OneRevolt user that we have removed or disabled access to such material; (3) cancelling orders for Products that include the Content identified in the notification of claimed infringement; or (4) terminating such OneRevolt user's account.

Only notices of suspected intellectual property rights infringement should be sent. For all other requests for technical support, feedback, comments, and other communications, please use the Contact Us form.

Procedure to Supply a Counter-Notice to the Designated Agent:

If you, as the OneRevolt user, believe that the Content or Product that was removed or to which access was disabled or for which orders were cancelled is not infringing, or if you believe you have obtained all required rights from their owners, the owners' agent, or pursuant to the law, you may send a counter-notice containing the following information to us:

Your physical or electronic signature;

Identification of the Content or Product that has been removed or to which access has been disabled and the location at which the Content, Product or other material appeared before it was removed or access to it was disabled;

A statement, under penalty of perjury, that you have a good faith belief that the Content or Product was removed or disabled as a result of mistake or a misidentification of the Content or Product to be removed or disabled; and

your name, address, telephone number, e-mail address and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located, or if your address is outside the United States, for any judicial district in which OneRevolt may be found, and that you will accept service of process from the person who provided the notification of claimed infringement to OneRevolt or such person's agent.

If a counter-notice is received, OneRevolt may send a copy of the counter-notice to the

original complaining party informing the complaining party that OneRevolt may replace the removed Content or Product, cease disabling it and/or reinstate cancelled orders in 10 business days following receipt of the counter-notice unless the complaining party notifies us that it has filed an action seeking a court order to restrain the OneRevolt user from engaging in infringing activity relating to the Content or Product that was the subject of the notification of claimed infringement.

III. GRANT OF RIGHTS AND USER CONDUCT

So long as you comply with these Terms, OneRevolt hereby grants you a limited, non-exclusive, revocable, non-transferable license, without right of sublicense, to use OneRevolt's Services solely for their intended purpose. OneRevolt is founded on respect for others, and we take this very, very seriously. While using OneRevolt's services you agree to: provide and maintain and update your account information and to keep it true, accurate, current, and complete at all times; ensure that your access to the OneRevolt is not illegal or prohibited by laws that apply to you; take your own precautions to ensure that the process that you employ for accessing OneRevolt and any Linked Website (defined below) does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system.

You agree that you shall not, and shall not instruct, permit, allow or induce any person, directly or indirectly:

- post Content or Products in an inappropriate category or areas of the OneRevolt's Services;
- fail to deliver payment, services or Product for collaborations posted by you unless a clear typographical error is made or you cannot authenticate the recipient's identity;
- interfere with another OneRevolt user's Content or Products;
- circumvent or manipulate our fee structure, the billing process, or fees owed to OneRevolt;
- take any action that may undermine any ratings system that OneRevolt may use;
- transfer your OneRevolt account and user identification to another party without our prior written consent;
- distribute viruses or any other technologies that may harm OneRevolt or the interests or property of OneRevolt users;
- use, reproduce, copy, modify, adapt, create derivative works from, publish, print, transmit, distribute, perform, display, sell, license, rebrand, or otherwise transfer (i) any portion of OneRevolt or Content made available through OneRevolt other than your own Content, without the owner's express written permission; or (ii) any OneRevolt copyrights or trademarks;
- remove any copyright, trademark or other proprietary rights notices contained in or on OneRevolt or any Content other than your own Content;
- harvest or otherwise collect information about other users of the OneRevolt Services, including email addresses, without their consent;
- impersonate any person or entity, including, but not limited to, a OneRevolt official, or falsely state or otherwise misrepresent your affiliation with a person or entity;

frame, mirror, or otherwise simulate the appearance or function of OneRevolt or any other person's Content or forge headers, icons or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services;

upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information or other proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

upload, post, email, transmit or otherwise make available through OneRevolt any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;

upload, post, email, transmit or otherwise make available through OneRevolt any material that contains adware, malware, spyware, software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or

"stalk" or harass or harm another person.

The Site is controlled and offered by OneRevolt from its office in the Republic of Korea and data related to OneRevolt is hosted in the Republic of Korea. If you access or use OneRevolt from other jurisdictions, you do so at your own risk. OneRevolt makes no representations that OneRevolt is appropriate or available for use in other locations. You are responsible for knowing and complying with the laws of your jurisdiction. If such laws conflict with your use of OneRevolt, you are not permitted to use them.

IV. REGISTRATION AND ACCOUNT INFORMATION

In order to make available Content or Products through OneRevolt, whether for sale or not, you must create a OneRevolt account. When creating a user account, you must provide accurate, complete and updated registration information. You may not select a user name that is vulgar, offensive, obscene or attempts to impersonate another person. You may never use another person's OneRevolt account without permission from that user. You are solely responsible for all the activity that occurs through your account, including the activities of others and regardless of whether such activities are authorized, and for keeping your account password secure. You agree to notify OneRevolt immediately of any breach of security or unauthorized use of your account.

Although OneRevolt will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of OneRevolt or others due to such unauthorized use. We reserve the right to require you to alter your password if we believe your password is no longer secure. OneRevolt reserves the right to refuse to provide you with an account or cancel your account in its sole discretion.

V. ACCOUNT INFORMATION

You acknowledge and agree that OneRevolt may access, retain and disclose your account information and your Content if required to do so by law or in a good faith belief that such access, retention or disclosure is reasonably necessary to: (i) comply with legal process; (ii)

enforce these Terms; (iii) respond to a notification of claimed infringement; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of OneRevolt, its users or the public.

VI. FEES AND SERVICES

When you sell a Product, or use one of the OneRevolt Services for which we charge a fee, you will be charged the then-current applicable fee, which we may change in our sole discretion from time to time. We may also choose to temporarily change the fees for OneRevolt Services for promotional events or new services. Changes to our fees are effective after we provide you with at least fourteen (14) days' notice using the process set forth in the Notice provisions below. For information about our current fee structure and payment terms, please refer to the information available on the Site and made available through your account page once your identity has been verified.

Unless otherwise stated, all fees are quoted in Korean won. You are responsible for paying all fees and applicable taxes, including any sales taxes, associated with your use of the OneRevolt Services and sale of Products.

VII. DISCLAIMER OF WARRANTIES AND LIABILITY

OneRevolt is provided "as is", "as available", and with all faults. We cannot guarantee continuous or secure access to or that OneRevolt will be error free or that all transactions will be completed, the operation of OneRevolt may be interfered with by numerous factors outside of our control. Accordingly, to the extent legally permitted, we disclaim all express and implied warranties, terms and conditions, including, but not limited to any implied warranties of merchantability, quality of information, quiet enjoyment, non-infringement, title, or fitness for a particular purpose. You assume all risks associated with your use of OneRevolt.

We are not and shall not be liable for direct, indirect, special, punitive, exemplary, consequential, or any other damages whatsoever, including, but not limited to, any loss of money or profits, goodwill, data, content or reputation, or any property damage or personal injury without regard to the form of action (including, but not limited to, contract, negligence, or other tortious actions) arising out of or in connection with your use of OneRevolt, even if we have been advised of the possibility of those damages. You waive any and all claims, now known or later discovered, that you may have against us arising out of your use of OneRevolt.

Regardless of the previous paragraph, if we are found to be liable, our liability to you or to any third party is limited to the greater of (I) the total fees you paid to us in the 12 months prior to the action giving rise to the liability, and (II) ₩100,000.

VIII. RELEASE

You acknowledge that any agreement you make with another party through OneRevolt is strictly between you and such party and OneRevolt is not a party to that agreement. If you

have a dispute with another such party, you hereby release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from any and all claims, liabilities, demands and damages (actual and consequential) of every kind and nature, known or unknown, arising out of or in any way connected with such dispute. You agree that OneRevolt has no control over and does not guarantee the delivery of the advertised collaborations and that OneRevolt shall be released from any and all damages resulting from the failure to receive any benefits of an anticipated collaboration.

IX. TRADEMARKS

If you use any of our trademarks in reference to our products or services, you must include a statement attributing that trademark to us and must comply with our guidelines regarding the use of our trademarks. You must not use any of our trademarks in or as the whole or part of your own trademarks; in connection with activities, products or services which are not ours; in a manner which may be confusing, misleading or deceptive; or in a manner that disparages us or our information, products or services (including OneRevolt's one).

X. LINKED WEBSITES

OneRevolt may contain links to other websites that are not owned or controlled by us ("Linked Websites"). Those links are provided for convenience only and may not remain current or be maintained. We do not screen Linked Websites and are not responsible for the content, security, operation, or use of any Linked Websites or the products or services that may be offered or obtained through them. Further, We are not responsible for the content or privacy practices associated with Linked Websites and it is your responsibility to review those policies before accessing those sites. If you access a Linked Website, you do so at your own risk.

Our links with Linked Websites should not be construed as an endorsement, approval or recommendation by us of the owners or operators of those linked websites, or of any information, graphics, materials, products or services referred to or contained on those linked websites, unless and to the extent we may explicitly stipulate to the contrary on OneRevolt. You expressly relieve us from any and all loss, damages or other liabilities you incur as a result of your use of any Linked Website.

XI. ACCESS AND INTERFERENCE

Much of the information available through OneRevolt is updated on a real-time basis and is proprietary or is licensed to OneRevolt by our users or third parties. All intellectual property rights in OneRevolt (including without limitation, the software and systems underlying OneRevolt, and all text, graphics, logos, icons, sound recordings and software) are owned by or licensed to us and we reserve all rights in them. You agree that you will not use any robot, spider, scraper or other automated means to access OneRevolt for any purpose without our express written permission.

Additionally, you agree that you will not:

take any action that imposes or may impose (as determined in our sole discretion) an unreasonable or disproportionately large load on our infrastructure;
interfere or attempt to interfere with the proper working of OneRevolt or any activities conducted through them; or
bypass any measures we may use to prevent or restrict access to OneRevolt; or
decompile, disassemble or otherwise reverse engineer OneRevolt or any portion thereof, or otherwise attempt to derive the source code or other trade secrets embodied in OneRevolt.

XII. PRIVACY

We use your information only as described in the Privacy Policy ([in Korean](#)). We view protection of users' privacy as very important. You can access and modify the information you provide us and choose not to receive certain communications by signing-in to your account and changing your account preferences or opting-out of certain communications. If you object to your information being transferred or used in the manner provided for in the OneRevolt Privacy Policy your sole recourse is to stop using OneRevolt .

XIII. TERMINATION OF ACCOUNT

OneRevolt may suspend or terminate your access to all or any part of OneRevolt or your account at any time, with or without cause, with or without notice, effective immediately. Without limitation of the foregoing, OneRevolt may terminate your access to OneRevolt if you are determined to be, in OneRevolt's sole discretion, a repeat infringer of these Terms. OneRevolt may, but shall not be obligated to, give you one warning if you have violated these Terms prior to terminating your account.

You may terminate these Terms at any time by terminating your use of OneRevolt. On termination of these Terms for any reason, the rights and licenses granted to you hereunder will immediately terminate and the provisions of these Terms that by their nature and context are intended to survive termination shall survive, including, without limitation, the following provisions: Content, Copyright & Intellectual Property Policies, Account Information, Disclaimer of Warranties and Liability, Release, Linked Websites, Access and Interference, Privacy, Indemnity, No Agency, Ability to Accept Terms, Notices, Resolution of Disputes, and General. OneRevolt shall have no liability to you for any damages, loss of profits or other claims arising from the termination or suspension of your access to OneRevolt or your account.

Without limitation of the foregoing, OneRevolt shall have the right to retain copies of your Content in its archives for its internal business purposes and legal purposes.

XIV. MODIFICATIONS TO ONEREVOLT AND TERMS

OneRevolt reserves the right to monitor, modify or discontinue OneRevolt, and to block, modify, publicly comment on, or delete any Content submitted to OneRevolt by any party, at any time without notice in its sole discretion; provided however, that OneRevolt has no obligation to update, store, maintain or correct any information or Content on OneRevolt.

OneRevolt reserves the right, at any time and in its sole discretion, to change these Terms, including the Privacy Policy, in whole or in part, by notifying you as described in the Notice provisions below. You are responsible for reviewing and complying with these Terms, including the Privacy Policy, in effect at the time you use OneRevolt. You acknowledge that you will be bound by the revised Terms, including the Privacy Policy, as of their effective date set forth therein and your continued use of OneRevolt constitutes acceptance of them.

XV. INDEMNITY

You will indemnify and hold us (and our officers, directors, agents, subsidiaries, joint ventures and employees) harmless from and against any and all claims, demands, liabilities, damages, losses, fines, and expenses (including but not limited to, reasonable attorneys' fees and other professional fees and costs of investigation), arising from or in any way related to (a) your Content or your use of OneRevolt, including without limitation, your sale of any Products; (b) your (or anyone using your account's) breach of these Terms; or (c) your violation of any law or the rights of any third party, including without limitation, any intellectual property rights or privacy rights. You may not settle any claim in any manner that binds OneRevolt without our express prior written consent. OneRevolt may withhold any amounts due to you pending the resolution of any claim subject to this indemnity and may apply such amounts to the resolution of such claim.

XVI. NO AGENCY

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

XVII. NOTICES

Except as explicitly stated otherwise, all notices required from you under these Terms must be sent here or to any other address(es) specified by OneRevolt from time-to-time, in its sole discretion. Legal notices shall be served on OneRevolt. OneRevolt shall provide you with notices about changes to OneRevolt or these Terms, including the Privacy Policy, by posting them on the Site or by sending an email to the email address you provide to OneRevolt during the registration process. Legal notices shall also be provided to you at such email address. Email notices shall be deemed given 24 hours after the email is sent, unless the sending party is notified that the email address is invalid.

Alternatively, we may give you legal notice by mail to the address provided during the PayPal first payment. In such case, notice shall be deemed given three days after the date of mailing.

XVIII. RESOLUTION OF DISPUTES

If a dispute arises between you and OneRevolt, you and OneRevolt agree that the parties will resolve any such claim (a "Claim") in accordance with one of the subsections below or as OneRevolt and you otherwise agree in writing. Before resorting to these alternatives, we strongly encourage you to first contact us directly to seek a resolution. We will consider reasonable requests to resolve the dispute through alternative dispute resolution

procedures, such as mediation or arbitration, as alternatives to litigation. You agree that regardless of any statute or law to the contrary, any claim or cause of action that you may have arising out of or related to these Terms or your use of OneRevolt must be filed within one (1) year after the claim or cause of action arose.

Law and Forum for Disputes - These Terms shall be governed in all respects by the laws of the Republic of Korea as they apply to agreements entered into and to be performed entirely within the Republic of Korea. You agree that any claim or dispute you may have against OneRevolt must be resolved by a court located in the Republic of Korea. You agree to submit to the personal jurisdiction of the courts located within the Republic of Korea for the purpose of litigating all such claims or disputes and waive any objection to such jurisdiction, including forum non conveniences.

XIX. GENERAL

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. You may not assign or transfer your rights or obligations under these Terms. Any purported transfer or assignment in violation of the foregoing will be invalid. We may assign these Terms and our rights and obligations under them upon notice to you in accordance with the Notices Section. Headings are for reference purposes only and do not limit the scope or extent of such section. Our failure or delay to exercise or enforce any right or provision of these Terms or any rights under applicable law shall not constitute a waiver of any of those provisions or rights.

These Terms may not be otherwise amended except in a writing signed by you and OneRevolt. These Terms, including without limitation, the Privacy Policy which is incorporated herein by reference, set forth the entire understanding and agreement between you and OneRevolt with respect to the subject matter hereof.