

Last Updated: March 6, 2018

Welcome!

Please read these Terms of Service (the “Terms”) carefully because they govern your use of the Mammoth Media, Inc. (“Mammoth”, “we”, “us”) websites, including <http://yarnapp.co/>, <http://wishbone.io/>, arenatrivia.co, and arenamob.com (together, the “Sites”) and the Arena Application, the Yarn app, the Wishbone app, and any other mobile device applications (together, the “Apps”) . To make these Terms easier to read, the Site, our services and any Apps are collectively called the “Services.”

Agreement to Terms

By using our Services, you agree to be bound by these Terms and by our Privacy Policy. If you don’t agree to these Terms and our Privacy Policy, do not use the Services.

Changes to Terms or Services

We may modify the Terms at any time, in our sole discretion. If we do so, we’ll let you know either by posting the modified Terms on the Site, to the Apps or through other communications. It’s important that you review the Terms whenever we modify them because if you continue to use the Services after we have posted modified Terms on the Site or to the Apps, you are indicating to us that you agree to be bound by the modified Terms. If you don’t agree to be bound by the modified Terms, then you may not use the Services anymore. Because our Services are evolving over time we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

IMPORTANT NOTICE REGARDING ARBITRATION: WHEN YOU AGREE TO THESE TERMS YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND MAMMOTH THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW THE “DISPUTE RESOLUTION” SECTION BELOW CAREFULLY FOR DETAILS REGARDING ARBITRATION (INCLUDING THE PROCEDURE TO OPT OUT OF ARBITRATION).

Eligibility

You may use the Services only if you are (i) 13 years or older (or in the case of

subscriptions and purchases on the Arena App, 18 years or older), and (ii) are not barred from using the Services under applicable law.

Registration and Your Information

If you want to use certain features of the Services, you'll have to create an account ("Account"). You can do this via the Site, the App, or through your account with certain third-party social networking services such as Facebook or Twitter (each, an "**SNS Account**"). If you choose the SNS Account option we'll create your Account by extracting from your SNS Account certain personal information such as your name and email address and other personal information that your privacy settings on the SNS Account permit us to access.

It's important that you provide us with accurate, complete and up-to-date information for your Account and you agree to update such information, as needed, to keep it accurate, complete and up-to-date. If you don't, we might have to suspend or terminate your Account. You agree that you won't disclose your Account password to anyone and you'll notify us immediately of any unauthorized use of your Account. You're responsible for all activities that occur under your Account, whether or not you know about them.

Location-Based Services

We may offer features that are based on the location of users and which may report on the locations of those users as they use the Services (the "Location-Based Services"). You may partake in using these Location-Based Services solely at your own discretion, and may opt-out of providing such information by turning off those features; however in some cases Location-Based Services are necessary to use parts of the Services. Should you use Location-Based Services, you are consenting to our collection and use of your location information through the Services in order to provide the Services to you.

SMS and Text Messages

You authorize us to provide certain notices to you via text message (such as two-step verification or sending you links to download the App). Standard text or data charges may apply. Where offered, you may disable text message notifications by following instructions provided in the message.

Feedback

We welcome feedback, comments and suggestions for improvements to the Services (“Feedback”). Please email hello@mammoth.la to submit Feedback. You grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicensable and transferable license under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.

Content and Content Rights

For purposes of these Terms: (i) “Content” means text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Services; and (ii) “User Content” means any Content that Account holders (including you) provide to be made available through the Services.

Content Rights

Mammoth does not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit your User Content. Subject to the foregoing, Mammoth and its licensors exclusively own all right, title and interest in and to the Services and Content, including all associated intellectual property rights. You acknowledge that the Services and Content are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or Content.

Rights in User Content Granted by You

By making any User Content available through Services you hereby grant to Mammoth, as applicable depending on the Services provided and received, a non-exclusive, transferable, sublicenseable, worldwide, royalty-free license to use, copy, modify (for formatting purposes only), publicly display, publicly perform and distribute your User Content only in connection with operating and providing the Services and Content to you and to other Account holders.

You are solely responsible for all your User Content. You represent and warrant that you own all your User Content or you have all rights that are necessary to grant us the license rights in your User Content under these Terms. You also represent and warrant that neither your User Content, nor your use and provision

of your User Content to be made available through the Services, nor any use of your User Content by Mammoth on or through the Services will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

We are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Content.

Rights in Content Granted by Mammoth

Subject to your compliance with these Terms, Mammoth grants you a limited, non-exclusive, non-transferable, non-sublicensable license to access and view the Content solely in connection with your permitted use of the Services and solely for your personal and non-commercial purposes.

One-Time Payments and Subscription

For certain extra features in the Services, we require a payment of a fee. You have the option of making a one-time payment ("One-Time Payment") or purchasing a subscription ("Subscription") for such use.

General

Whether you make a One-Time Payment or purchase a Subscription (each, a "Transaction"), you expressly authorize our third-party payment processor (such as Apple or Google) to charge you for such Transaction. We may ask you to supply additional information relevant to your Transaction, including your credit card number, the expiration date of your credit card and your email and postal addresses for billing and notification (such information, "Payment Information"). You represent and warrant that you have the legal right to use all payment method(s) represented by any such Payment Information. When you initiate a Transaction, you authorize the third-party payment processor to use your Payment Information so we can complete your Transaction and to charge your payment method for the type of Transaction you have selected (plus any applicable taxes and other charges). You may need to provide additional information to verify your identity before completing your Transaction (such information is included within the definition of Payment Information).

Subscriptions

If you purchase a Subscription, you will be charged the annual Subscription fee,

plus any applicable taxes, and other charges (“Subscription Fee”), at the beginning of your Subscription and each year thereafter, at the then-current Subscription Fee. If you purchase a Subscription, we (or our third-party payment processor) will automatically charge you each year on the anniversary of the commencement of your Subscription, using the Payment Information you have provided until you cancel your Subscription. By agreeing to these Terms and electing to purchase a Subscription, you acknowledge that your Subscription has recurring payment features and you accept responsibility for all recurring payment obligations prior to cancellation of your Subscription by you or Mammoth. Your Subscription continues until cancelled by you or we terminate your access to or use of the Services or Subscription in accordance with these Terms.

Rights and Terms for Apps

Rights in Apps Granted by Mammoth. Subject to your compliance with these Terms, Mammoth grants to you a limited non-exclusive, non-transferable license, with no right to sublicense, to download and install a copy of the Apps on a mobile device or computer that you own or control and to run such copy of the Apps solely for your own personal non-commercial purposes. You may not copy the Apps, except for making a reasonable number of copies for backup or archival purposes. Except as expressly permitted in these Terms, you may not: (i) copy, modify or create derivative works based on the Apps; (ii) distribute, transfer, sublicense, lease, lend or rent the Apps to any third party; (iii) reverse engineer, decompile or disassemble the Apps; or (iv) make the functionality of the Apps available to multiple users through any means. Mammoth reserves all rights in and to the Apps not expressly granted to you under these Terms.

Accessing Apps. The following terms apply to any App accessed through or downloaded from any app store or distribution platform (like the Apple App Store or Google Play) where the App may now or in the future be made available (each an “App Provider”). You acknowledge and agree that:

- These Terms are concluded between you and Mammoth, and not with the App Provider, and Mammoth (not the App Provider), is solely responsible for the App.
- The App Provider has no obligation to furnish any maintenance and support services with respect to the App.
- In the event of any failure of the App to conform to any applicable

warranty, you may notify the App Provider, and the App Provider will refund the purchase price for the App to you (if applicable) and, to the maximum extent permitted by applicable law, the App Provider will have no other warranty obligation whatsoever with respect to the App. Any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Mammoth.

- The App Provider is not responsible for addressing any claims you have or any claims of any third party relating to the App or your possession and use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- In the event of any third party claim that the App or your possession and use of that App infringes that third party's intellectual property rights, Mammoth will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms.
- The App Provider, and its subsidiaries, are third-party beneficiaries of these Terms as related to your license to the App, and that, upon your acceptance of the Terms, the App Provider will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the App against you as a third-party beneficiary thereof.
- You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- You must also comply with all applicable third party terms of service when using the App.

General Prohibitions

You agree not to do any of the following:

- Post, upload, publish, submit or transmit any User Content that: (i) infringes, misappropriates or violates a third party's patent, copyright,

trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances.

- Use, display, mirror or frame the Services or any individual element within the Services, Mammoth's name, any Mammoth trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Mammoth's express written consent;
- Access, tamper with, or use non-public areas of the Services, Mammoth's computer systems, or the technical delivery systems of Mammoth's providers;
- Attempt to probe, scan or test the vulnerability of any Mammoth system or network or breach any security or authentication measures;
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Mammoth or any of Mammoth's providers or any other third party (including another user) to protect the Services or Content;
- Attempt to access or search the Services or Content or download Content from the Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Mammoth or other generally available third-party web browsers;
- Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- Use any meta tags or other hidden text or metadata utilizing a Mammoth trademark, logo URL or product name without Mammoth's express written consent;

- Use the Services or Content, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services or Content;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;
- Impersonate or misrepresent your affiliation with any person or entity;
- Violate any applicable law or regulation; or
- Encourage or enable any other individual to do any of the foregoing.

Although we are not obligated to monitor access to or use of the Services or Content or to review, display or edit any Content, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms, and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any Content, including User Content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider any Content to be objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

DMCA/Copyright Policy

Mammoth respects copyright law and expects its users to do the same. It is Mammoth's policy to terminate in appropriate circumstances Account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders. Please see our Copyright and IP Policy at [for further information](#).

Links to Third Party Websites or Resources

The Services and Apps may contain links to third-party websites or resources. We

provide these links only as a convenience and are not responsible for the content, products or services on or available from those websites or resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party websites or resources.

Termination

We may terminate your access to and use of the Services, at our sole discretion, at any time and without notice to you. You may email us at hello@mammoth.la to cancel your Account at any time. Upon any termination, discontinuation or cancellation of Services or your Account, all provisions of these Terms which by their nature should survive will survive, including, without limitation, ownership provisions, warranty disclaimers, limitations of liability, and dispute resolution provisions.

Warranty Disclaimers

THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of the Services or any Content.

Indemnity

You will indemnify, defend and hold Mammoth and its officers, directors, employee and agents harmless, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (i) your access to or use of the Services or Content, (ii) your User Content, or (iii) your violation of these Terms.

Limitation of Liability

NEITHER MAMMOTH NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES OR CONTENT WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES,

INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT MAMMOTH HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

IN NO EVENT WILL MAMMOTH'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT EXCEED THE AMOUNTS YOU HAVE PAID OR ARE PAYABLE BY YOU TO MAMMOTH FOR USE OF THE SERVICES OR CONTENT OR ONE HUNDRED DOLLARS (\$100), IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO MAMMOTH, AS APPLICABLE.

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN MAMMOTH AND YOU.

Governing Law

These Terms and any action related thereto will be governed by the laws of the State of California without regard to its conflict of law provisions.

Dispute Resolution

Agreement to Arbitrate

You and Mammoth agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services or Content (collectively, "**Disputes**") will be settled by binding arbitration, except that each party retains the right: (i) to bring an individual action in small claims court and (ii) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights (the action described in the foregoing clause (ii), an "**IP Protection Action**"); and (iii) you

retain the right to litigate any Dispute other than an IP Protection Action by providing Mammoth with written notice of your desire to do so by email at hello@mammoth.la or regular mail at 1447 Second Street, Santa Monica, CA 90401 within thirty (30) days following the date you first accept these Terms (such notice, an **“Arbitration Opt-out Notice”**). If you don’t provide Mammoth with an Arbitration Opt-out Notice within the thirty (30) day period, you will be deemed to have knowingly and intentionally waived your right to litigate any Dispute except as expressly set forth in clauses (i) and (ii) above. The exclusive jurisdiction and venue of any IP Protection Action or, if you timely provides Mammoth with an Arbitration Opt-out Notice, will be the state and federal courts located in the Northern District of California and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

Unless you timely provide Mammoth with an Arbitration Opt-out Notice, **you acknowledge and agree that you and Mammoth are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding.** Further, unless both you and Mammoth otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this “Dispute Resolution” section will be deemed void. Except as provided in the preceding sentence, this “Dispute Resolution” section will survive any termination of these Terms.

Arbitration Rules

The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “AAA Rules”) then in effect, except as modified by this “Dispute Resolution” section. (The AAA Rules are available at www.adr.org or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

Arbitration Process

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration at <https://www.adr.org/ConsumerForms>) The arbitrator will be either a retired judge or an attorney licensed to practice law and

will be selected by the parties from the AAA's roster of arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

Arbitration Location and Procedure

Unless you and Mammoth otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of the documents that you and Mammoth submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

Arbitrator's Decision

The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award of damages must be consistent with the terms of the "Limitation of Liability" section in these Terms as to the types and amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. Mammoth will not seek, and hereby waives all rights it may have under applicable law to recover, attorneys' fees and expenses if it prevails in arbitration.

Fees

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed \$75,000, Mammoth will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

Changes

Notwithstanding the provisions of the “Changes to Terms or Services” section above, if Mammoth changes this “Dispute Resolution” section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email to hello@mammoth.la) within 30 days of the date such change became effective, as indicated in the “Last Updated” date above or in the date of Mammoth’s email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Mammoth in accordance with the provisions of this “Dispute Resolution” section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

General Terms

These Terms constitute the entire and exclusive understanding and agreement between Mammoth and you regarding the Services, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Mammoth and you regarding the Services. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

You may not assign or transfer these Terms, by operation of law or otherwise, without Mammoth’s prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. Mammoth may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Any notices or other communications provided by Mammoth under these Terms, including those regarding modifications to these Terms, will be given: (i) via email; or (ii) by posting to the Services. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

Mammoth’s failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Mammoth. Except as expressly set forth in these Terms, the

exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

Contact Information

If you have any questions about these Terms or the Services, please contact Mammoth at hello@mammoth.la, or by mail at 1447 Second Street, Santa Monica, CA, 90401.