

Agreement for Submission of Content for Takamo Universe

Acceptance of Agreement

This agreement ("Agreement") is a contract between you and Kgruppe, LLC doing business as Takamo Universe ("Kgruppe") and having an Internet web site at www.takamouniverse.com ("Site") if you are a user of the Site. The Site is offered to you conditioned on your acceptance of this Agreement. Please review the terms and conditions set out below before using the Site. Your continued use of the Site after such time will signify your acceptance of this Agreement

This Agreement and all policies and terms incorporated by reference constitute the entire agreement between you and Kgruppe. This Agreement incorporates the User Agreement applicable to www.takamouniverse.com and related sites ("User Agreement").

Your use of the Site constitutes your agreement to the terms and conditions set forth in this Agreement.

If you do not agree to any of these terms and conditions you should immediately cease to use the Site.

Amendment of Agreement

Kgruppe may amend or modify this Agreement in whole or in part from time to time, without notice, by posting an amended Agreement on the Site or any linked information. Such updated version of the Agreement will be effective at the time it is posted.

Conflict between Agreement and User Agreement

To the extent that there is any inconsistency between the terms of this Agreement, the User Agreement or any agreement between Users, then those documents will be read in the following order of precedence:

- first, the User Agreement will take precedence over all other documents; and
- second, this Agreement will take precedence over any separate agreement between Users.

Eligibility

The Site is available only to individuals or corporate entities who can form legally binding contracts under applicable law. Without limiting the foregoing, this Site is not available to persons under 18 years of age. If Users do not qualify, they cannot use the Site.

Users

The terms "You", "Your", "User", or "Users" refer to anyone accessing the Site. The Site provides a venue to permit Users who wish to submit proposed work or content ("Work") for publication and use in Takamo Universe ("Game"), and Kgruppe who wish to utilize approved and accepted Work for the Game. The Site enables Users to identify each other and to submit proposed Work to Kgruppe for consideration and publication as content in the Game.

Date of Agreement

This Agreement is entered into between the User and Kgruppe on the date that User begins using the Site.

Relationship between User and Kgruppe

Upon Kgruppe's approval and acceptance of Work submitted by the user, Kgruppe agrees that User shall receive good and valuable consideration for the work as follows:

- (1) Credit for the Work on the Site.

Upon acceptance and approval by Kgruppe, User agrees to deliver the Work in accordance with the following agreements:

- (1) this Agreement; and
- (2) all applicable policies and terms incorporated by reference that apply to the Site, as amended from time to time; and
- (3) any other contractual provisions accepted by both Kgruppe and User uploaded to the Site, to the extent not inconsistent with the User Agreement; and
- (4) the Work specifications as described on the Site, to the extent not inconsistent with the User Agreement.

In exchange for the above good and valuable consideration, Kgruppe shall be given exclusive ownership of the Work, except that User shall have the right to display the Work as in User's portfolio.

Intellectual Property Rights

In this Agreement, "Intellectual Property Rights" includes all copyright, trade mark, design, patent, database, semi-conductor or circuit layout rights, trade names, business names, company names or domain names, other proprietary rights, or any rights to the grant or registration of such rights, existing anywhere in the world, whether created or in existence before or after the date of this Agreement.

Work Submitted

Upon acceptance of the Work by Kgruppe, User grants to Kgruppe exclusive, irrevocable, worldwide, unrestricted right to use the Work free of charge for any purpose. User further grants to Kgruppe without reservation or recourse any and all Intellectual Property Rights to the Work in accordance with the terms of this Agreement.

The User acknowledges that Kgruppe shall not be put in a less favorable position than if the Work had never been submitted to the Site. Design and development work carried out by Kgruppe or other Users could use the same or similar idea to that which is submitted as part of the Work. Therefore, the applicant acknowledges that the know-how which is already held by Kgruppe or that of other Users when the Work was submitted or which at a later stage and independently from the Work will be developed by Kgruppe and related parties or Users can be used without restrictions, and that such use will not infringe the User's Intellectual Property Rights.

Assignment of Intellectual Property Rights

Excluding Written Articles, if Kgruppe has obtained a Work pursuant to submission and approval of the work, by way of accepting the Work, then upon acceptance of the Work, the User hereby assigns to Kgruppe all Intellectual Property Rights which the User has or may in the future have in the Work.

Written Articles

The Author grants to Kgruppe a royalty- free, worldwide nonexclusive right to publish, reproduce, display, distribute, and use the Article in any form including but not limited to a nonexclusive license to publish the Article on the Site and in the Game. The Author retains ownership of all rights under copyright in the Article, and all rights not expressly granted in this Agreement.

Warranties

The User represents and warrants that the User's Work and content of any such Work: (a) will be free from defects in material and workmanship; (b) will not infringe upon or misappropriate any copyright, patent, trademark, trade secret, or other intellectual property right or proprietary right or right of publicity or privacy; (c) will not violate any law or regulation; (d) will not be defamatory or trade libelous; (e) will not be offensive; (f) will not include incomplete, false or inaccurate information about User or any other individual; and (g) will not contain any viruses or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

Kgruppe and User both warrant that they each have all necessary rights and authority to enter into and perform this Agreement.

No One Else A Party To The Agreement

This agreement is between a User and Kgruppe and for the avoidance of doubt, the No one else is a party to this Agreement. Kgruppe is not involved in any transactions between you and any other Users. You acknowledge and agree that Kgruppe will not be a party to any such dispute regarding transactions involving the Site or be obligated to take any action or refrain from taking any action toward resolving any such dispute. If you have a dispute with any other Users of the Site, you hereby release Kgruppe, (as applicable) as well as Kgruppe's related entities, affiliates, and their respective officers, directors, agents, and employees, from any and all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, related to such a dispute.

Kgruppe makes no warranties

KGRUPPE DOES NOT MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE WORKS SUBMITTED ON THE SITE OR ITS DELIVERY SYSTEMS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. KGRUPPE SHALL NOT BE LIABLE TO USERS OR ANY OTHER PERSON OR ENTITY FOR ANY PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER SIMILAR DAMAGES, COSTS OR LOSSES ARISING OUT OF THIS AGREEMENT, EVEN IF KGRUPPE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COSTS OR LOSSES. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY FOR CERTAIN CATEGORIES OF DAMAGES. KGRUPPE SHALL NOT BE LIABLE FOR ANY DAMAGES, COSTS OR LOSSES ARISING OUT OF OR AS A RESULT OF THE CONTEXT IN WHICH WORKS ACCEPTED ON THE SITE ARE USED.

Indemnity

The User agrees to indemnify and hold Kgruppe as well as our related entities, affiliates, and our and their respective officers, directors, agents, and employees, harmless from and against any and all claims, demands, proceedings, losses and damages (actual, special and consequential) of every kind and nature, known and unknown, including reasonable legal fees, made by any third party due to or arising out of your breach of this User Agreement or your violation of any law or the rights of a third party.

Applicable law

Any dispute arising out of or in connection with this Agreement shall be governed by the laws of the State of Nebraska, United States of America. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of Nebraska, United States of America.

General

The provisions of this Agreement are severable, and if any provision of this Agreement is held to be invalid or unenforceable, such provision may be removed and the

remaining provisions will be enforced. Nothing in this clause shall exclude or restrict your liability arising out of fraud or fraudulent misrepresentation.