Yearn Creator Terms and Conditions

Last updated: August 18, 2026

Summary

The bullets below outline the key components of our agreement with creators (authors, publishers, and podcasters); select “See Full Details Here” next to any bullet to jump to that section. This summary is intended to give you a sense of whether this platform is right for you, it is not the actual agreement; please read the entirety of the below once you confirm your interest. The summary is provided for your convenience only, and in the event of any conflict or inconsistency between this summary and Section 1-8 of the Agreement, then Sections 1-8 of the Agreement shall control. You are welcome to click below to download a full copy for your records and if you have any questions, please contact us at authors@yearn.media, anytime!

• Overview: As part of setting up your account, you will identify as an author, podcaster, or publisher (each, a “Role”). Throughout this Agreement, the individual or entity accepting these Terms is referred to as You or Creator, and the book or podcast that you are providing is the “Work.” You accept this Agreement, and agree to be bound by its terms, by clicking “agree” or “accept” where that option is presented below, or by using any part of Yearn’s Platform or Program. (See Section 1.)

• Eligibility: To participate, You must be at least 18 (or the age of majority in your jurisdiction) with the legal capacity to contract. You must represent and warrant that You own or control the rights to any Work You submit. Regardless of where you are located, whether inside or outside of the United States, this Agreement is governed by United States federal law and New York law, and payments are made exclusively through Stripe. (See Section 2.)

• Payment Policies: Every month, Yearn adds up how much time users spend reading and listening on the Yearn app, and You get paid based on Your share of that total time: so, if Your Work made up 2% of all the reading and listening on the platform that month, You’d get 2% of that month’s creator revenue pool. Yearn puts 50% of the money it makes from readers each month, after certain costs and taxes, into the creator revenue pool. Payments are made within 60 days after the end of each month (for example, January earnings are paid in March), and all of this information will be available in Your dashboard on the Platform so You can track it. (See Section 3.)

• Term & Termination: Once your Work goes live, we ask you stay on the platform for at least 60 days. After that, you can remove your Work at any time (but we ask you to give us 60 days’ notice). This entire agreement ends either when your Works are not Live and you request termination or if none of your Works are Live on the platform for a period of three months. (See Section 4.)

• Rights Granted by Creator: You give Yearn a non-exclusive right to host and distribute Your Work (including offline access and in-app downloads), plus use of the cover, limited excerpts (not to exceed 5% of the Work), Your name/bio, and the website/social info You have provided, for marketing. (See Section 5.)

• Work Ownership and Protection: You confirm You own all the necessary rights to the Work, and You are responsible for getting any permissions/clearances. Yearn can’t alter the content (only reformat it for the app). As between You and Yearn, Yearn owns and fully controls its own Platform and Subscription Service. (See Section 6.)

• AI Disclosure: As part of the intake process for each Work, You will be required to disclose whether artificial intelligence tools were used to generate, co-generate, or otherwise inspire any portion of the Work’s content. Your disclosure about this must be true, accurate, and complete. In turn, Yearn can't create derivative works from your Work without your consent, but it may use technology to screen your Work for quality, safety, and policy compliance (including detecting whether it's AI-generated) and to generate promotional material like excerpts, clips, summaries, and tags. You can opt out of the promotional uses anytime. (See Section 7.)

• Indemnification; Disclaimer; Limitation of Liabilities; Arbitration; General: You agree to indemnify Yearn from certain costs, including those arising from Your breach of this Agreement; Yearn limits its liability and disclaims certain implied warranties and other matters; You agree to arbitrate disputes other than certain small court claims; and You agree to general contractual provisions. (See Section 8.)

1. OVERVIEW

(a) This Yearn Creator Terms and Conditions (the "Terms"), and the agreements referenced herein (excluding the Summary above), shall be the agreement (the "Agreement") between Yearn Media, Inc. ("Yearn", also referred to as "the Company"), a Delaware corporation, and You, the individual or entity accepting these Terms ("You" or "Creator"), effective as of the date on which You electronically accept or agree to this Agreement (the "Effective Date"). Yearn may provide an automated email to You upon signature for Your records. As part of setting up your account, You will identify as an author, podcaster, or publisher (each, a "Role"). Yearn and You are each sometimes referred to herein as a "Party" and collectively as the "Parties".

(b) You are agreeing to allow Yearn to distribute your Works through Yearn's proprietary online platform which enables the distribution and promotion of electronic books, audiobooks, podcasts, and related products and services, including all client-side components presented via an Internet browser or mobile application, server-side components, digital rights management components and all other software modules used in connection therewith and any related documentation, all of which as may be updated by Yearn from time to time at Yearn's sole discretion (the "Platform"). You will create and manage your account, and access the materials and payments associated with your account, through the Platform.

(c) All books, audiobooks, or podcasts that You upload to the Platform shall be considered a "Work" and collectively be Your "Works".

(d) This Agreement sets out the terms and conditions for your participation in Yearn's distribution program (the "Program") and for Yearn to distribute, display, and otherwise make available the Works You provide through the Platform. This Agreement includes the terms below, as well as Yearn's Content Guidelines (the "Content Guidelines") and Privacy Notice (the "Privacy Notice"), which are incorporated into this Agreement.

(e) You accept this Agreement and agree to be bound by its terms by clicking "agree" or "accept" (or similar marker of affirmation) where You are given the option to do so, including providing your initials where requested. If You do not accept these terms, You are not entitled to use the Platform or participate in the Program, and You must immediately withdraw your Works from the Platform and terminate your use of the Program.

(f) If Yearn seeks to update the terms of this Agreement, Yearn will give You notice of any such changes by sending an email to the email address registered to your Platform account, providing You with the updated terms when you log into the Platform, or any other method reasonably designed to provide You with notice. If You do not agree to the changes, Yearn shall have the right to withdraw your Works from further distribution through the Platform and terminate your use of the Program.

2. ELIGIBILITY

To be eligible to participate in the Program, You must satisfy each of the following requirements:

(a) Age and Capacity. To use the Program, You must be at least 18 years old or the age of legal majority in your jurisdiction, whichever is older, and You must have the legal capacity to enter into a binding contract with Yearn. By using the Program, You represent and warrant that You satisfy these requirements. If You are accepting this Agreement on behalf of a company or other entity, You further represent and warrant that You have the authority to bind that entity to this Agreement.

(b) One Account per Creator. You may maintain only one account on the Program. You may not create, maintain, or use more than one account, and You may not access or use any account, username, or password that Yearn has not specifically authorized You to use. You may publish your Works under one or more pen names or pseudonyms; however, doing so does not entitle You to maintain multiple accounts, and all Works published under any pen name remain associated with your single, verified Program account.

(c) Accurate Account Information. You must ensure that all information You provide in connection with establishing Your Program account (including your legal name, the legal name of your business, date of birth, date of incorporation or formation of your business, address, email address, and payment information) is accurate when You provide it, and You must ensure that it remains accurate, complete, and valid at all times while You use the Program. You will not use a false identity or impersonate any other person.

(d) Ownership and Authority Over Your Work. You represent and warrant that You are the individual or entity You claim to be, and that You own or otherwise control all rights necessary to submit, distribute, and license each Work You upload through the Program as described in this Agreement. This representation is in addition to (and does not limit) any other representations or warranties set out elsewhere in this Agreement.

(e) Account Security. You are solely responsible for: (i) the technology and systems (including computers, software, and networks) You use to connect to the Yearn Platform; (ii) safeguarding the confidentiality and security of Your username, password, and any other access credentials (“Access Credentials”); and (iii) all activity occurring under Your account or through Your Access Credentials, whether or not You authorized it, including any resulting decisions or actions.

(f) Communications. By creating an account, You consent to receive emails from Yearn about the Program and related opportunities.

(g) Payment. Payments to Creators are currently distributed exclusively through Stripe. Accordingly, You are required to have a Stripe account to participate in the Program.

3. PAYMENT POLICIES

(a) Definitions

(i) “Adjusted Gross Revenue” shall mean 100% of the Gross Revenue less (i) refunds, sales taxes, and other taxes, and (ii) 10% of the Gross Revenue for hosting and production costs.

(ii) “Creator Revenue Pool” shall mean 50% of the Adjusted Gross Revenue for any applicable Revenue Period.

(iii) “Gross Revenue” shall mean the revenue received by Yearn from subscription payments by Subscribers.

(iv) “Inactive Usage” shall mean usage of the Subscription Service by a Subscriber which, while technically consuming in-app content, the parameters indicate that the Subscriber is not actively engaged (e.g., on a single page for a long period, or content remaining open while the device is locked, idle, or the application is running in the background).

(v) “Revenue Period” shall mean the span of time used for the purposes of calculating the Gross Revenue, which is currently set at one calendar month.

(vi) “Subscriber” means an end user of the Subscription Service that has created an account/profile on the Yearn Platform and who have had at least one page view of a written book or listened to at least sixty seconds of an audiobook or podcast via the Subscription Service during any applicable Revenue Period. Subscribers do NOT include users without paid accounts, which may include certain creators, influencers, beta testers, reviewers, or those granted publicity access.

(vii) “Subscriber Minute(s)” means the minutes (or part thereof) spent by a Subscriber reading or listening, calculated using the Platform-wide methodology in order to filter out identifiable Inactive Usage and/or adjusted or derived based on page views.

(viii) “Subscription Service” means Yearn’s proprietary service via the Yearn Platform to allow Subscribers to access eBooks, audiobooks and podcasts for pre-determined periodic fee.

(ix) “Total Subscriber Minutes” means the aggregate amount of Subscriber Minutes that Subscribers spent reading or listening to all works on the Subscription Service during the applicable Revenue Period.

(x) “Work Subscriber Minutes” means the total Subscriber Minutes that Subscribers spent reading or listening to the Work during the applicable Revenue Period.

(b) Revenue Share and Payments

(i) Revenue Share. Yearn will calculate each Creator’s revenue share (“Revenue Share”) for each Work as follows: (Work Subscriber Minutes ÷ Total Subscriber Minutes) × Creator Revenue Pool, rounded down to the nearest penny.

(ii) Payment Schedule. Yearn shall pay the Revenue Share to the Creator within sixty (60) days following the end of the applicable Revenue Period (for example, earnings for the month of January will be paid in March).

(iii) Minimum Threshold. Yearn may accrue and withhold payments until the Creator's total accrued unpaid balance, aggregated across all Works under this Agreement, reaches a minimum of $10, at which point the full accrued balance will be paid. Any accrued balance below this threshold will carry forward and accumulate until the threshold is met in a subsequent Revenue Period. Yearn will not withhold payment under this Section for (a) the final payment following termination or expiration of this Agreement, or (b) any accrued balance that has remained unpaid for twelve consecutive Revenue Periods. For clarity, the foregoing does not accelerate the payment schedule; any such payment will be made in the ordinary payment cycle following the close of the applicable Revenue Period.

(iv) Reporting. Yearn shall provide Creator with the following information via the Platform, on a reasonably current basis: (i) Work Subscriber Minutes, (ii) Total Subscriber Minutes, and (iii) Creator Revenue Pool by Revenue Period. Such data shall be provided at no additional cost to Creator. Data reflected on the Platform is provided for informational purposes and may be subject to adjustment prior to final payment.

(v) Bonus. Yearn reserves the sole right and absolute discretion to give a Creator a discretionary monetary bonus (the “Bonus”). The Bonus may not be the same amount to each Creator and may be based on factors such as Subscriber engagement with the Creator’s Works, Creator’s involvement with the Subscription Service, and other factors as determined by Yearn, in Yearn’s sole and absolute discretion. The Bonus will not be paid out of the Creator Revenue Pool.

(vi) Taxes. Yearn shall be responsible for collecting and remitting any and all taxes imposed on the sale of subscriptions to the Subscription Service. Creator is responsible for any income or other taxes due and payable resulting from payments to Creator by Yearn under this Agreement. Accordingly, unless otherwise stated, the amounts due to Creator hereunder are inclusive of any taxes that may apply to such payments. Yearn maintains the right, however, to deduct or withhold any and all applicable taxes from amounts due from Yearn to Creator, and the amounts due, as reduced by those deductions or withholdings, will constitute full payment and settlement to Creator, provided that Yearn notifies Creator of the withholding and provides the withheld amounts to the relevant taxing or other governmental authority.

(c) Withheld Payments.

(i) If a third party asserts that Creator did not have all the rights required to make one of Creator's Works available through the Subscription Service, Yearn may hold all Creator payments until Yearn reasonably determines the validity of the third-party claim.

(ii) If Yearn determines that Creator has breached any of Creator's representations and warranties, Yearn will not owe Creator any payments for such Work and may offset any of the payments that were previously paid against future payments, or require Creator to remit them to Yearn.

(iii) Yearn's exercise of these rights does not limit other rights Yearn may have to withhold or offset Creator payments or exercise other remedies.

(d) Accounting and Audit

(i) Yearn shall provide the Creator with statements of account in accordance with its regular accounting practices. Such statements may be provided in real time through the Platform, but in no event less than on a quarterly calendar basis. Any statements of account or similar documents may be made available to Creator via the Platform or emailed to Creator, or both, at the discretion of Yearn.

(ii) Creator acknowledges that the payments noted in such statements, or in the Platform, may not match the exact amount Creator receives, which may be due to fees taken by third-party payment processing systems (e.g., Stripe), currency conversions, or similar fees or adjustments.

(iii) Yearn shall keep books and records related to the Creator Revenue Pool and its allocation for a period of no less than one (1) year after the related Gross Revenue was received by Yearn. Creator, through independent certified public accountants not acting on a contingency basis, at Creator's expense and upon reasonable advance Notice to Yearn, shall have the right at any time during the one (1) year after the Gross Revenue in question was received by Yearn to examine and audit such books of the previous one (1) year insofar as they directly pertain to the Creator in order to verify the figures contained in any report provided to the Creator. Creator may do this no more than once in any twelve (12) month period. Any such audit shall be conducted during normal business hours and in a manner that does not unreasonably interfere with the Yearn's activities and in compliance with any confidentiality obligations reasonably requested by Yearn, including providing only aggregate numbers and not underlying documents to the Creator. Any such audit shall be done on an individual Creator basis, and the accountants engaged by Creator shall not be working for any group or collective of Creators, or for any other person or entity in connection with the audit. Yearn shall be entitled to a copy of any report provided by the auditors. In the event that any audit reveals an underpayment or overpayment, the Parties shall promptly reconcile the accounts and make any necessary payments such that the underpayments are paid, or overpayments are paid back.

4. TERM AND TERMINATION

(a) Agreement Term. This Agreement will commence as of the Effective Date and will continue until the earlier of, starting 6 months from the Effective Date, (1) there have been none of Your Works Live on the Yearn Platform for three months or (2) there are none of Your Works Live on the Yearn Platform and (x) You make a written request to terminate the Agreement or (y) Yearn notifies you that the Agreement is terminated. A Work shall be considered "Live" on the Yearn Platform when it is accessible on the Platform to Subscribers. You will get an email when one of Your Works becomes Live and will be able to see the status when you log into the Platform with Your Access Credentials.

(b) Work Term. Yearn's rights to a Work begins on the date you upload that Work to the Platform (the "Commencement of Rights"), so that Yearn can prepare the Work for publication. A Work becomes "Live" when it first becomes publicly available to readers on the Yearn App (the "Live Date"), which Yearn will record and display to You in Your dashboard. Each Work shall have an initial term starting from the Commencement of

Rights and continuing until sixty (60) days from the date that such Work becomes Live (the “Initial Term”). You cannot terminate during the Initial Term, other than if Yearn has breached the Agreement, subject to Yearn’s right to cure. After the Initial Term, the Agreement shall continue for such Work until terminated, as provided herein (the “Extended Term” and the Initial Term and the Extended Term shall be the “Term”). Either Party may terminate this Agreement, with respect to a Work, during the Extended Term by providing sixty (60) days prior written notice to the other Party. You must provide that notice through your Access Credentials in the Platform. Yearn may also terminate one or more of Your Works if you decline to accept a revised set of terms and conditions.

(c) Effect of Termination. Upon the expiration or termination of this Agreement for any reason, all rights in the Work granted to Yearn in this Agreement will revert back to You, provided that Yearn shall have the right to keep archival copies of Your Work(s) and ancillary materials, for legal, accounting, and record-keeping purposes. Yearn shall make commercially reasonable efforts to remove or render inaccessible a downloaded Work on a Subscriber’s device, but subject to Yearn’s compliance with the foregoing, it shall have no obligation to fully remove the Work upon termination of the license granted herein. Yearn shall have no obligation to delete, remove or modify any promotional or similar materials previously posted or distributed.

(d) No Return of Files, Documents or Materials. Yearn shall have no obligation to return to Creator any content, media, electronic files or physical content that Creator delivers to Yearn. Creator agrees to retain any necessary materials for Creator’s own requirements.

(e) Termination For Breach. Notwithstanding the foregoing, either Party may terminate this Agreement by providing the other Party written Notice if the other Party materially breaches its obligations under this Agreement and (1) if such breach is capable of cure, such breach is not cured within thirty (30) days of the receipt by the breaching Party of said written Notice, or (2) if such breach is not capable of cure, immediately. Any and all failures of payment by Yearn shall be considered capable of cure.

(f) Rights Surviving Termination. Any rights or obligations of the Parties in this Agreement which, by their nature, should survive termination or expiration of the Agreement, will survive any such termination or expiration, including the Parties’ respective obligations to pay any sums owed to the other Party, sections regarding Works Ownership and Protection, Arbitration, Accounting and Audit, Data Ownership, Creator’s Representations and Warranties, Confidentiality, Indemnification, Disclaimer; Limitation of Liability, and General.

(g) Suspension. Yearn shall have the right to suspend a Creator’s account, including for a suspected breach of this Agreement or any written policies or guidelines of Yearn, and, without limitation, remove any or all of Creator’s Works from being Live on the Platform (“Suspension”). Creator shall be given prior written notice of any such Suspension unless such Suspension is due to exigent circumstances in Yearn’s reasonable opinion. Yearn shall reasonably communicate with Creator to address the Suspension to either remove the Suspension or terminate the Work or Agreement, in a reasonable amount of time. Yearn may in its discretion consider counter-notifications, retractions, and other relevant information in applying this policy. Yearn may bar any Creator if Yearn determines, in its discretion, that such Creator has repeatedly submitted Works that infringe or are alleged in good faith to infringe the rights of a third party.

(h) Force Majeure. Yearn will not be liable to Creator for any failure or delay in the performance of its obligations under this Agreement caused by any event or circumstance beyond its control, including, but not limited to, denial-of-service attacks, insurrection, fires, flood, storm, pandemic, explosions, acts of God, war, terrorism, and labor conditions.

5. RIGHTS GRANTED BY CREATOR

(a) Works License. Subject to the terms and conditions of this Agreement, the Creator grants to Yearn during the Term the non-exclusive, non-transferable (except as provided in Section 8(c)(vi)), non-sublicensable (other than to agents, contractors and similar parties working on behalf Yearn), limited right and license throughout the world to:

(i) format, reproduce, encode, and encrypt the applicable Work in a digital format for all technology systems, whether now known or hereinafter developed, so that an end-user can access, manipulate, view and listen to the Work via the Yearn Platform accessed through any commercially available devices or platforms, whether now known or hereinafter developed (collectively, the “Yearn Edition”);

(ii) market, display, rent, license, transmit, and distribute, and otherwise make available, the Yearn Edition, or any portion of the foregoing, by and through the Subscription Service, including for Subscribers and prospective Subscribers to download, access, annotate, highlight, or quote as part of a user profile, and/or view online and offline including on portable devices; and

(iii) display, distribute and use for the purposes of marketing, soliciting and distributing Works and related Yearn offerings, including for advertising, promotion, and other exploitation of the Yearn Edition and the Subscription Service, (A) the book covers, Creator’s name and image, likeness, and biography, trademarks, logos and similar materials, and (B) selected portions of Works, (C) Creator website information and social media information (if provided by Creator), (D) derivative works based on the Works such as quizzes, polls and interactive features and (E) any and all non-confidential information provided by Author through the Yearn Platform.

(b) The foregoing rights, with regard to the Yearn Edition includes, without limitation, in connection with the above, the right to: (i) reproduce, index and store Works on one or more computer facilities, and reformat, convert and encode Works; (ii) permit Subscribers to “store” Works that they have downloaded from Yearn on servers (“Virtual Storage”) and to access and re-download such Works from Virtual Storage from time to time; (iii) use, reproduce, adapt, modify, and distribute, as Yearn determines appropriate, in Yearn’s sole discretion, any metadata and product description, information or images that Creator makes available in connection with Works; (iv) derive-metadata, index, search, and modify for accessibility and (v) transmit, reproduce and otherwise use (or cause the reformatting, transmission, reproduction, and/or other use of) Works as mere technological incidents to and for the limited purpose of technically enabling the foregoing (e.g., caching to enable display). Creator acknowledges that Works that have been downloaded on to a user device may not be able to be removed from that device, even after the Term, in the event the user does not connect to the Internet, or due to other technological barriers.

(c) Yearn shall have the right to include links to Creator’s website(s) as part of the Subscription Service, on the Yearn Platform or generally on Yearn’s website, in connection with promotion of the Works, the Subscription Service or Yearn.

(d) Yearn shall determine all marketing and promotions related to the distribution of the Works through the Subscription Service and may, without limitation, market and promote the Works by making selected chapters or portions of the Works available to prospective customers without charge, not to exceed 5% of the total Work (as calculated in Yearn’s discretion using any reasonable metric), and by permitting prospective customers to see or hear excerpts of the Works in response to search queries or engage in interactive features that use aspects of the Work. Yearn will not owe Creator any payments for any marketing or promotional efforts. Creator acknowledges that Yearn has no obligation to market, distribute, or promote, any Work, or to continue marketing, distributing or promoting any Work at any time.

(e) Creator agrees that Yearn may permit its representatives, vendors and independent contractors, to exercise the rights that Creator grants to Yearn in this Agreement.

(f) In connection with the foregoing, Creator grants Yearn a perpetual, irrevocable, royalty-free license, surviving termination, limited to: (i) retention and internal use of archival copies for legal, accounting, audit and record-keeping purposes; (ii) continued access by Subscribers to copies downloaded before termination, until removed or rendered inaccessible, subject to Yearn's reasonable actions to remove or render such Works inaccessible; and (iii) continued display and distribution of promotional materials created and distributed before termination.

6. WORK OWNERSHIP AND PROTECTION

(a) Creator's Representations and Warranties. The Creator represents and warrants to Yearn that:

(i) the Creator has the full right, power, and authority to enter into this Agreement and convey the rights granted to Yearn;

(ii) the Creator is the owner of the rights granted to Yearn in this Agreement, and the Creator has not (and during the Term will not) enter into any agreement or understanding which would conflict with the rights granted to Yearn;

(iii) each Work is original and not in the public domain, except for third-party material for which appropriate third-party written permissions have been obtained and has been explicitly identified;

(iv) all electronic files delivered to Yearn are free and clear of viruses, worms and other potentially harmful or disrupting code and shall comply with any technical specifications as provided to Creator by Yearn;

(v) each Work complies with the Yearn Content Guidelines currently found at www.yearn.media/content-guidelines, as may be updated by Yearn from time to time on written Notice to Creator (provided that if Creator's Work does not comply with an updated Yearn Content Guidelines, but had complied with the previous Yearn Content Guidelines, for the 30 days after such update, Creator shall have the option to remove the Work from the Subscription Service, without such non-compliance amounting to a breach of this representation and warranty). If Creator does not notify Yearn that it seeks to remove such Work within such 30-day period, Creator will be deemed to have represented and warranted that the Work complies with the updated Yearn Content Guidelines.

(vi) neither the exercise of the rights authorized under this Agreement nor any materials embodied in the Works nor its licensing, display, performance or distribution as authorized in this Agreement will violate or infringe upon the intellectual property, proprietary or other rights of any person or entity, including, without limitation, contractual rights, copyrights, trademarks, trade secrets, common law rights, rights of publicity, or privacy, or moral rights;

(vii) no Work contains any material that is illegal, libelous, in violation of any right of privacy or publicity or otherwise contrary to law;

(viii) all statements in the Work (including in any bio, blurbs or other materials provided by Creator) asserted as facts are true and based on the Creator's first-hand knowledge or investigation and generally accepted research practices to confirm their accuracy;

(ix) The Creator has obtained and paid for any and all necessary clearances, rights and licenses for the Works to permit Yearn's exercise of the rights granted under this Agreement without any further payment obligation by Yearn, including, without limitation, all royalties, payments, and other income due to any copyright owner;

(x) the exercise of Yearn's rights with regard to each Work under this Agreement shall not subject Yearn to liability to any third party;

(xi) Creator shall be solely responsible for accounting and paying any co-owners or co-administrators of any

Work or portion thereof any royalties or amounts due with respect to the uses of the content and their respective shares, if any, of any amounts payable under this Agreement; and

(xii) You will not take any actions, directly or through others, to artificially inflate usage.

(b) Acknowledgement of Ownership. Except for the licenses expressly granted to Yearn in this Agreement, Yearn acknowledges that all right, title, and interest in and to the Work are owned by the Creator.

(c) Notices. Yearn shall publish the Yearn Edition with the legal notices and legends provided by Creator as may be modified as reasonably appropriate to, and in the context of, the particular form or format.

(d) Permissions and Clearances. Creator shall, at Creator's expense, obtain all permissions and other clearances (a) necessary for the inclusion of any textual, illustrative, or other material in the Works provided by Creator and (b) as may be reasonably requested by Yearn for Yearn's exercise of its license as provided in this Agreement.

(e) Changes to Work. Yearn may format the Work so it renders properly on the application, i.e., within its platform technology standards. Creator acknowledges that unintentional errors may occur in the process of reformatting, and, if any such errors do occur, Creator may notify Yearn, and if Yearn fails to correct any errors within 10 business days, Creator may remove the affected Work from further distribution in the Subscription Service, and this shall be Creator's only remedy for the errors. You must send all such notices and requests to authors@yearn.media.

(f) Yearn Ownership and Control. Yearn retains all right, title, and interest in and to the Platform, the Subscription Service, and any materials Yearn provides to Creator in connection with the Works, subject to Yearn's obligation to use the Works in accordance with this Agreement. Yearn shall have sole discretion over the terms, policies, pricing, features, and operation of the Platform and Subscription Service. Provided that You follow all relevant guidelines provided by Yearn, You use only approved Yearn branding materials, and that You promptly cease use upon the written request of Yearn, Yearn grants you a limited right to use Yearn's trademarks and tradenames solely to promote the Subscription Service, with all resulting goodwill inuring to Yearn's benefit. Yearn may inspect and require correction of any of Your use; Yearn may revoke this license at any time on notice; and the Creator will not use the marks in any manner that disparages Yearn or suggests endorsement of content Yearn has not endorsed. Other than with regard to the foregoing, this Agreement grants Creator no rights in or to any Yearn intellectual property or technology. Nothing herein limits any rights Yearn may hold under applicable law or a separate agreement.

(g) Creator Feedback. If Creator or any of its representatives sends or transmits any communications or materials to Yearn by mail, email, telephone, or otherwise, suggesting or recommending changes to the Platform or Subscription Service, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), they grant Yearn a worldwide, perpetual, irrevocable, sublicensable, transferrable, fully paid-up, royalty-free right and license to use, reproduce, perform, display, modify, distribute and otherwise exploit all Feedback for any purpose. Yearn acknowledges that all Feedback is provided "AS IS". The foregoing license applies to all Feedback, regardless of whether provided before or after the Effective Date.

(h) Data Ownership. All registration information, as well as other information, such as preferences, browsing information, Subscriber reading habits, collected from Subscribers, including, without limitation, any personally-identifying information (e.g., name, address, email address, etc.) as between Yearn and Creator shall be owned exclusively by Yearn. Traffic, page views, audio plays, and any and all other statistical information that is generated, collected or created from Yearn Platform or Subscription Service ("Statistical Data") shall be owned exclusively by Yearn. During the Term, Yearn may make available to Creator certain aggregated statistics concerning Subscriber engagement with the Works in a form and format as reasonably determined by

Yearn.

(i) Confidentiality. Creator shall not provide any confidential information to Yearn outside of required information to utilize the Yearn Platform as an author. All information and materials Creator provides to Yearn are provided on a non-confidential basis and Yearn has no obligation of confidence in respect of them, other than as set out in the Privacy Notice and as required by applicable law.

Creator shall not, without Yearn's express, prior written permission: (i) disclose Yearn Confidential Information (as defined below) to any third party or to any representative other than a representative who has a verifiable need to know and is bound by substantially similar confidentiality restrictions; or (ii) use Yearn Confidential Information for any purpose other than the performance of this Agreement. Creator acknowledges that any breach of the foregoing would cause irreparable harm for which damages are an inadequate remedy and that Yearn is entitled to seek injunctive relief without posting bond.

Notwithstanding the above, Creator may disclose Yearn Confidential Information as required to comply with applicable law, provided that Creator: (i) gives Yearn prior written Notice sufficient to allow Yearn to seek a protective order or other appropriate remedy; (ii) disclose only that Yearn Confidential Information as is required to be disclosed by applicable law; and (iii) use reasonable efforts to obtain confidential treatment for any Yearn Confidential Information so disclosed.

"Yearn Confidential Information" means (i) any non-public information regarding Yearn, its owners, investors or employees, its businesses, including, without limitation, information relating to Yearn's technology, customers, business plans, promotional and marketing activities, finances and other business affairs, (ii) the nature, content and existence of any private communications between Yearn and Creator, and any non-public data relating to the distribution of Works through the Yearn Platform, or other non-public information that Yearn provides or makes available to Creator in connection with this Agreement or the Subscription Service. All non-public information concerning the Yearn Platform, including its algorithms, protocols and interfaces shall be deemed part of the Yearn Confidential Information. Yearn Confidential Information does not include information that (A) is or becomes publicly available without breach of this Agreement, (B) Creator can show by documentation to have been known to Creator at the time Creator receive it from Yearn or its representative, (C) Creator receives from a third party who did not acquire or disclose such information by a wrongful or tortious act, or (D) Creator can show by documentation that Creator independently developed without reference to any Yearn Confidential Information.

Without limiting the survivability of any other provision of this Agreement, this Section will survive the termination of this Agreement.

7. AI DISCLOSURE; RIGHT TO REFUSE CONTENT

(a) AI Disclosure. As part of the intake process for each Work, Creators will be required to disclose whether artificial intelligence tools were used to generate, co-generate, or otherwise inspire any portion of the Work's content. Creator represents and warrants that all such disclosures are true, accurate, and complete when made, and shall be updated if they are no longer true, accurate and complete.

(b) Yearn will not, and will not permit any third party to, create derivative works from your Work, including translations, abridgements, adaptations, or new works, other than as permitted below or as you otherwise consent. Yearn may use technology featuring artificial intelligence and machine learning components to review and promote your Work, such as reviewing your Work for quality, safety, and compliance with Yearn's content policies, including whether it was itself AI-generated; and creating promotional materials for your Work, including excerpts, samples, clips, summaries, descriptions, and metadata tags. Yearn may use third-party service providers for these purposes. You may opt out of these promotional uses at any time through your

Access Credentials or by contacting Yearn.

(c) Right to Refuse. Yearn reserves the right, in its sole and absolute discretion, to decline to feature, publish, or otherwise make available any Work on the Platform for any reason or no reason at all, provided that such refusal shall not be based on any characteristic protected under applicable law. Yearn is under no obligation to provide Creators with any explanation, justification, or basis for such a decision, but Creators are welcome to reach out anytime to authors@yearn.media for clarification.

8. INDEMNIFICATION, DISCLAIMER, LIMITATION OF LIABILITIES; GENERAL; ARBITRATION

(a) Indemnification

(i) Creator's Indemnities. The Creator shall indemnify and hold harmless Yearn and its distributors and licensees against any losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees and the cost of pursuing any insurance providers arising out of or in connection with any third-party claim, suit, action, or proceeding (each, an "Action") relating to any actual or alleged breach by the Creator of its representations, warranties, covenants, or other obligations hereunder.

(ii) Indemnification Procedure. Yearn shall promptly notify the Creator in writing of any Action, and the Creator shall cooperate with all of Yearn's reasonable requests concerning the Action, at the Creator's sole cost and expense. Yearn shall be entitled to take control of the defense and investigation of such Action and shall employ counsel of its choice, at the Creator's sole cost and expense. Yearn's failure to perform any obligations under this Section will not relieve the Creator of its obligations under this Section except to the extent that the Creator can demonstrate that it has been materially prejudiced as a result of such failure.

(b) Disclaimer; Limitation of Liabilities.

(i) THE PLATFORM AND SUBSCRIPTION SERVICE IS PROVIDED "AS IS." YEARN WILL IN NO EVENT BE LIABLE FOR ANY LOSS OF DATA, LOSS OF PROFITS, COST OF COVER OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY OR RELIANCE DAMAGES ARISING FROM OR IN RELATION TO THIS AGREEMENT, OR FOR ANY EQUITABLE REMEDY OF DISGORGEMENT OR OTHERWISE, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY (WHETHER ARISING OUT OF CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE) INCLUDING DUE TO USE OR FAILURE OF THE PLATFORM OR SUBSCRIPTION SERVICE, WHETHER OR NOT CREATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUBJECT TO SECTION 8(C)(ii), IN NO EVENT SHALL YEARN'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE REVENUE SHARE PAYMENTS DUE AND PAYABLE BY YEARN TO CREATOR IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

(ii) YEARN SPECIFICALLY DISCLAIMS, WITH RESPECT TO ALL SERVICES, SOFTWARE, CONTENT OR PRODUCTS PROVIDED BY OR ON BEHALF OF YEARN IN CONNECTION WITH THIS AGREEMENT, THE PLATFORM AND THE SUBSCRIPTION SERVICE, ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CREATOR ACKNOWLEDGES AND AGREES THAT YEARN CANNOT ENSURE THAT WORKS SUBMITTED BY OR ON BEHALF OF CREATOR WILL BE PROTECTED FROM THEFT OR MISUSE OR THAT SUBSCRIBERS OR OTHER USERS WILL COMPLY WITH ANY CONTENT USAGE RULES YEARN MAY MAKE APPLICABLE IN CONNECTION WITH USE OF

WORKS, AND YEARN WILL HAVE NO LIABILITY ARISING FROM A FAILURE OF ANY SECURITY SYSTEM OR PROCEDURE OR OF ANY USER TO COMPLY WITH ANY CONTENT USAGE RULES. YEARN CANNOT GUARANTEE THAT THE PLATFORM OR SUBSCRIPTION SERVICE WILL BE ERROR FREE, AND YEARN WILL HAVE NO LIABILITY ARISING FROM SYSTEM OR PROCESS FAILURES, INTERRUPTIONS, INACCURACIES, ERRORS OR LATENCIES.

(iii) YEARN DOES NOT GUARANTEE THE AVAILABILITY OF ANY PARTICULAR ASPECT OR ITEM OF THE YEARN PLATFORM OR SUBSCRIPTION SERVICE, AND MAY UPDATE, REMOVE, MODIFY, AND REPLACE ALL OR ANY ASPECT OF THE YEARN PLATFORM OR SUBSCRIPTION SERVICE OR RELATED SOFTWARE AT ITS COMPLETE AND SOLE DISCRETION. YEARN IS NOT REQUIRED TO NOTIFY CREATOR OF ANY PROBLEMS OR ISSUES RELATING TO THE YEARN PLATFORM OR SUBSCRIPTION SERVICE. NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO BE A PROMISE BY YEARN TO CREATOR OF ANY SORT REGARDING MINIMUM REVENUE, TRAFFIC, USAGE OR SIMILAR METRICS OR BENEFITS.

(c) General

(i) Interpretation. For purposes of this Agreement, (i) the words “include,” “includes,” and “including” are deemed to be followed by the words “without limitation”; (ii) the word “or” is not exclusive; and (iii) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole. This Agreement is intended to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.

(ii) Indemnification and Limitations of Liability Restrictions. Nothing in this Agreement shall exclude, restrict or modify any right or remedy Creator has in statute or otherwise, to the extent that right or remedy cannot be excluded, restricted or modified under applicable law.

(iii) Independent Contractors. The Parties to this Agreement are independent contractors. Other than as expressly provided in this Agreement, each Party will bear its own costs and expenses in performing this Agreement.

(iv) Entire Agreement. This Agreement is the sole and entire agreement of the Parties with respect to the subject matter herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

(v) Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect the enforceability of any other term or provision of this Agreement, or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the court or applicable arbitral body may modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(vi) Assignment. This Agreement is binding on and inures to the benefit of the Parties hereto, the heirs, executors, successors, assigns and administrators of the Creator, and the successors and assigns of Yearn. The Creator shall not assign any of its rights or delegate any of its obligations under this Agreement, in each case whether voluntarily or involuntarily, by operation of law, or otherwise, without Yearn’s prior written consent which will not be unreasonably withheld or delayed. Yearn may assign this Agreement or its rights hereunder, or delegate its obligations hereunder, in whole or in part, without consent, to an affiliate, to a successor by merger, consolidation, or reorganisation, or to an acquirer of all or substantially all of the assets or equity of Yearn or of the relevant line of business, and by way of collateral assignment to a bona fide lender.

(vii) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “Notice”) must be in writing and delivered by email: (a) if to Creator, to the email address associated with Creator’s account, and (b) if to Yearn, to legal@yearn.media (or to such other email address as either Party may designate from time to time in accordance with this Section). A Notice is effective only upon confirmation of transmission by the sending party and either (i) confirmation of receipt by the receiving Party or (ii) the sending party not receiving a bounce-back or other similar indication of failure; and only if the Party giving the Notice has complied with the requirements of this Section.

(viii) No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

(ix) Choice of Law; Venue. This Agreement shall be governed by the laws of the State of New York applicable to contracts made and wholly performed within such state except that no doctrine of choice of law shall be used to apply any law other than that of New York.

(d) Arbitration.

(i) Any dispute or claim arising out of or relating in any way to this Agreement, the Subscription Service or the Yearn Platform shall be settled by binding arbitration, rather than in court, except that either Party may elect to proceed on an individual basis in small claims court in New York State or Washington State if the claims qualify under applicable law.

(ii) Notwithstanding the agreement to arbitrate set out in this Section 8(d), either Party may bring an action in the state or federal courts located in New York County in the State of New York seeking a temporary restraining order, preliminary injunction, or other provisional or equitable relief to prevent or restrain (A) any actual or threatened infringement, misappropriation, or other violation of that Party’s intellectual property or proprietary rights, or (B) any actual or threatened breach of the confidentiality obligations set out in this Agreement, in each case pending the appointment of the arbitrator and the outcome of the arbitration. Each Party consents to the jurisdiction of those courts for that purpose. Seeking or obtaining relief under this Section is not a waiver of, and is not incompatible with, the right of either Party to compel arbitration of the underlying dispute, and any such action shall be stayed or dismissed in favor of arbitration once provisional relief has been determined.

(iii) The United States Federal Arbitration Act and federal arbitration law apply to this Agreement. THE PARTIES AGREE THAT ALL CLAIMS BETWEEN THEM WILL BE BROUGHT AND RESOLVED ONLY ON AN INDIVIDUAL BASIS, AND NOT ON A CLASS, COLLECTIVE, MASS, CONSOLIDATED, COORDINATED, JOINT, PRIVATE ATTORNEY GENERAL, OR OTHER REPRESENTATIVE BASIS (THE “INDIVIDUAL BASIS REQUIREMENT”). CREATOR AND YEARN EACH WAIVE ANY RIGHT TO COMMENCE, JOIN, PARTICIPATE IN, OR RECOVER ANY RELIEF THROUGH A CLASS, COLLECTIVE, MASS, CONSOLIDATED, COORDINATED, OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION, IN COURT, OR IN ANY OTHER FORUM, AND EACH WAIVES ANY RIGHT TO SERVE AS A CLASS REPRESENTATIVE OR CLASS MEMBER, OR TO ASSERT CLAIMS ON BEHALF OF OR SEEK RELIEF FOR ANY OTHER PERSON.

(iv) Effect of the Individual Basis Requirement. The claims of more than one Creator or other person may not be arbitrated or litigated jointly, and no arbitration under this Agreement may be joined or consolidated with any other arbitration or proceeding, in each case without the prior written consent of all parties to each affected proceeding, which Yearn may withhold in its sole discretion. The arbitrator has no authority to (A) preside over any class, collective, mass, consolidated, coordinated, or representative proceeding, (B) consider or determine the claims of any person who is not an individually named party to the arbitration, (C) certify, authorize, or permit any form of aggregate or representative proceeding, or (D) award relief to, or for the benefit of, any person other than an individually named party, and any relief awarded must be limited to the individually named claimant and to that which is necessary to provide relief on that claimant's own claims. Neither Party may seek public injunctive relief or other relief on behalf of the general public, other Creators, or any other person.

(v) The Individual Basis Requirement is a material and non-severable part of the Parties' agreement to arbitrate. If a court or arbitrator determines that the Individual Basis Requirement is unenforceable or unlawful as to any particular claim or request for relief, then that claim or request for relief, and only that claim or request for relief, shall be severed from the arbitration and brought and determined exclusively in the state or federal courts located in New York County in the State of New York, and any court proceeding on that claim shall be stayed until the arbitration of all remaining claims has concluded. In no event will any class, collective, mass, consolidated, coordinated, or representative claim be resolved in arbitration. If the Individual Basis Requirement is determined to be unenforceable in its entirety, this Section 8(d) shall be void in its entirety, and the Parties' disputes shall be governed by the choice of law set out in Section 8(c)(ix) and resolved exclusively in the state or federal courts located in New York County in the State of New York.

(vi) THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. However, an arbitrator can award the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would.

(vii) The arbitrator, and not any court, shall have exclusive authority to resolve any dispute relating to the enforceability or formation of this Agreement and the arbitrability of any dispute between the parties to the fullest extent allowed by applicable law, except for any dispute relating to the enforceability, scope, or application of the Individual Basis Requirement or the applicability of Chapter 4 of the FAA, which shall be determined by a court of competent jurisdiction.

(viii) The arbitration will be conducted by the American Arbitration Association (AAA) under its Commercial Arbitration Rules. Payment of all filing, administration and arbitrator fees will be governed by the AAA's Commercial Fee Schedule. If the AAA determines that a set of its rules other than the set designated above applies to a dispute, or declines to administer the arbitration under the set designated above, the arbitration will be administered under the AAA rules the AAA determines to be applicable, and this Section 8(d) shall otherwise remain in full force and effect. Discovery in any arbitration proceeding shall be conducted according to the applicable AAA rules. Any arbitral award determination shall be final and binding upon the Parties. Judgment on the arbitrator's award may be entered in any court of competent jurisdiction. The AAA's rules and fee schedules are available at www.adr.org or by calling 1-800-778-7879 (in the United States).

(ix) The seat and legal place of the arbitration shall be New York County in the State of New York. Hearings and conferences may be conducted by telephone or videoconference at the election of either Party, and the arbitrator retains the authority under the applicable AAA rules to determine that no hearing is necessary and to decide the dispute on the written submissions. If an in-person hearing is held, it shall take place in New York County in the State of New York, except that where the Creator is an individual and the total amount in controversy is US$25,000 or less, any in-person hearing shall take place, at the Creator's election, either in New York County in the State of New York or in the county, borough, or equivalent locality in which the Creator resides, provided that it is in the United States. The designation of a seat under this Section does not change the governing law of this Agreement as set out in Section 8(c)(ix), and does not displace the application of the United States Federal Arbitration Act to this Section 8(d).

(x) Before either Party may begin an arbitration proceeding, that Party must first send the other Party a written notice of dispute describing the nature and basis of the claim and the relief sought, and signed by the Party bringing the claim. Notice to Yearn must be sent to legal@yearn.media. Notice to Creator will be sent to the email address associated with Creator's account. Following delivery of that notice, the Parties shall attempt in good faith to resolve the dispute informally for a period of sixty (60) days (the "Informal Resolution Period").

During the Informal Resolution Period, either Party may request an individualized telephone or videoconference settlement conference, and the other Party will participate in good faith; a Party represented by counsel may have counsel participate, but the Party must also participate personally or, if an entity, through a representative with authority to settle. Neither Party may commence an arbitration proceeding before the Informal Resolution Period has expired, and completion of the process described in this Section is a condition precedent to commencing arbitration that either Party may enforce in court. Any applicable statute of limitations, any contractual limitations period, and any AAA filing deadline shall be tolled for the duration of the Informal Resolution Period. This Section does not apply to a request for provisional relief permitted by this Section 8(d) or to a claim brought in small claims court.

(e) IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL. THE PARTIES AGREE THAT IN THE EVENT THERE IS A COURT ACTION THAT PROCEEDS (OTHER THAN SMALL CLAIMS COURT), IT MAY PROCEED ONLY IN STATE OR FEDERAL COURT IN NEW YORK COUNTY IN THE STATE OF NEW YORK.

(f) Amendment and Modification. You have no right to amend or modify this Agreement.

(g) Waiver. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, remedy, power, or privilege.

(h) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.