

TERMS OF SERVICE

Last updated: March 07, 2023

These Terms of Service (“Terms”) are a binding legal document between you (“Customer”) and Story3, LLC, a US company with its registered office at 251 Little Falls Drive, Wilmington, DE 19808, United States (“we” “us”, “Story3” or the “Platform”). Please read these Terms carefully since this document describes your rights and responsibilities when using the Story3 services.

These Terms govern your access to and use of our services, including the online platform for story content submission and related applications, products, software and other materials (“the Platform”). Any stories and related content available on the Platform collectively referred to as “Content”. By using the Platform you agree to be bound by these Terms.

IF YOU HAVE NOT READ, UNDERSTOOD OR AGREED TO THESE TERMS, PLEASE DO NOT USE THE PLATFORM OR CEASE ITS USE IMMEDIATELY.

1. WHO MAY USE THE PLATFORM

You may use the Platform only if you agree to form a binding contract with us and are not a person barred from receiving services under the laws of the applicable jurisdiction. In any case, you must be at least 13 years old to use the Services.

PLEASE READ THESE TERMS IN CONJUNCTION WITH:

- I. Our [PRIVACY POLICY](#), which describes how we handle the information you provide to us when you use the Platform. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by Story3 and its affiliates.
- II. Our [CONTENT POLICY](#), which outlines the types of violations you can report to us via email:____.com
- III. Our [REFUND POLICY](#), which provides that the Platform may refund you for (i) any goods or services which are defective, inadequate, or not received by you; or (ii) any payment you enabled the Platform to obtain from you via the information you provided via the Platform. You must contact us via email:____.com to initiate a refund transaction.

We reserve the right to revise these Terms from time to time. The changes will not be retroactive, and the most current version of the Terms, which will always be available at _____.com, will govern our relationship with you. Other than for changes addressing new functions or made for legal reasons, we will notify you 30 days in advance of making effective changes to these Terms that impact the rights or obligations of any party to these Terms, for example via a service notification or an email to the email address associated with your Story3 account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

2. REGISTRATION, ACCOUNT AND PASSWORD

In order to use and access the Platform you will need to register. To register you will need to submit certain information about yourself (including, name, age and country of residence) and choose a username and password.

By registering with the Platform you agree, accept and understand that:

- I. you must ensure that all information held about you by the Platform should be up to date;
- II. you can amend your registration details at any time via the Platform;
- III. you are responsible for maintaining the confidentiality of your username and a password;
- IV. you are liable for any use of the Platform using your username and a password;
- V. you must not disclose your password to any other person.

DO NOT SHARE YOUR USERNAME OR PASSWORD WITH ANY OTHER PERSON OR ALLOW ANY OTHER PERSON TO USE YOUR STORY3 ACCOUNT. STORY3 IS NOT LIABLE FOR ANY IMPROPER USE OF YOUR STORY3 USERNAME, PASSWORD, OR ACCOUNT OR ANY USE BY ANY THIRD-PARTY. IF YOU THINK YOUR STORY3 USERNAME, PASSWORD, OR ACCOUNT HAVE BEEN COMPROMISED IN ANY WAY, YOU MUST INFORM US IMMEDIATELY.

You undertake that all the information supplied during the registration process is truthful, complete and accurate. If the information you have supplied is not truthful, complete and accurate, you agree to indemnify the Platform against any loss or damage incurred by the Platform and any third-parties who may suffer damage as a result of the information that you have supplied.

3. PLATFORM'S CONTENT

THE CONTENT IS CREATED AND SUBMITTED BY THIRD-PARTY CONTRIBUTORS. THE PLATFORM DOES NOT CLAIM OR ASSERT ANY RIGHT TITLE OR INTEREST IN, AND MAKES NO WARRANTY OR REPRESENTATION IN RELATION TO ANY CONTENT WHATSOEVER. STORY3 IS NOT AND SHALL NOT BE LIABLE, IN WHOLE OR IN PART, FOR ANY CONTENT OR MATERIAL UPLOADED TO THE PLATFORM BY ANY THIRD-PARTY CONTRIBUTOR.

You understand that by using the Platform, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate in some cases. All Content is the sole responsibility of the person who originated such Content. You acknowledge and accept that we may not monitor or control the Content submitted via the Platform and, we cannot take responsibility for such Content.

We reserve the right to remove Content that violates our [CONTENT POLICY](#), including for example, copyright or trademark violations or other intellectual property misappropriation, impersonation, unlawful conduct, or harassment. Information regarding specific policies and the process for reporting or appealing violations can be found in our [CONTENT POLICY](#).

4. RIGHT IF USE AND INTELLECTUAL PROPERTY RIGHTS

All right, title, interest and ownership rights and any and all copyrights, design rights, database rights, patents and any rights to inventions, know-how, trade and business names, trade secrets and trademarks (whether registered or unregistered) and any applications or extensions therefor and all other intellectual property rights of any similar or equivalent type in any territory of the world ("Intellectual Property Rights"),

in or connected with the Platform and each part thereof and any copies, translations, modifications, adaptations and any other derivative based on the Platform are owned by, belong to and vest in the Platform and our licensors.

Subject to these Terms and your compliance with them, the Platform grants you a non-exclusive, non-transferable, personal, limited license for the duration of the Term to access and use the Platform solely for your private, noncommercial, personal use only.

These Terms and the rights granted by them do not give you any title or rights of ownership in the Platform and any Intellectual Property Rights in it and should not be deemed a sale or transfer of any copyright or other right.

All Intellectual Property Rights of the Platform are hereby asserted and reserved.

All third-party trade names and trademarks are the property of their respective owners and the Platform makes no warranty or representation in relation to them.

The Platform and/or the Content may include intellectual property, or references, relating to third-parties such as (without limitation) real-world events, people, organizations, places, companies or other real-world references. Except where we may have licensed rights from the relevant party, we do not represent that we have a connection with or any arrangement with such rights owners. We may in some instances make limited use of unlicensed third-party intellectual property for the limited purposes of providing information about and/or to identify real-world facts in an honest and fair way and as permitted by applicable law.

In the event that you become aware of any infringement of any Intellectual Property Rights on the Platform, you may either:

- I. notify us of such infringement as soon possible and we will use reasonable endeavors to remove such Content from the Platform as soon as reasonably practicable;
- II. submit a DMCA (Digital Millennium Copyright Act) takedown request to remove any infringing Content from the Platform.

5. PLATFORM RESTRICTIONS

Notwithstanding any other provision of these Terms, you agree and undertake not to:

- I. Hack, attempt to hack, modify, adapt, merge, translate, decompile, disassemble, reverse engineer or create derivative works out of the Platform or any part of it;
- II. Remove, disable, modify, add to or tamper with any program code or data, copyright, trademark or other proprietary notices and legends contained on or in the Platform;
- III. Create software, which mimics any data or functionality in the Platform;
- IV. Use or deal on the Platform except as permitted by these Terms;
- V. Use your Story3 access, or information gathered from the Platform, for participating in any kind of unwanted, irrelevant or unsolicited digital communication that gets sent out in bulk (spam);
- VI. Make any public, business or commercial use of the Platform or any part of it;
- VII. Provide hypertext links, URL links, graphic links, hyperlinks or other links with intention to profit from the Content without our prior written authorization;
- VIII. Display, publish, copy, print, post or otherwise use the Platform and the information contained therein for the benefit of any third-party or website;

- IX. Use or process the Platform or any part of it unfairly or for any illegal or immoral purpose; or
- X. Delete or obscure any copyright or other proprietary notice on the Platform.

6. NOTICE AND COMMUNICATION

You acknowledge and agree that, if necessary, the Platform will communicate with you via the email address, which you have provided to the Platform upon registration.

Any and all notices or other communications that are directed to the Platform's customers shall be made available on the Story3 websites. You will be deemed to have received a notice at the time the email is sent or the notice is posted on the Platform, whatever occurred earlier.

All emails sent by the Platform and attachments thereto are intended for the named recipient(s) only. The contents of such emails and any attachments are confidential.

7. REPRESENTATIONS AND WARRANTIES

By using the Platform, you represent and warrant that you have validly entered into the contract and have the legal power to do so. You further represent and warrant that you are responsible for your conduct and your compliance with the terms of these Terms and all other terms and policies if applicable.

EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, ALL SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

8. INDEMNIFICATION

By accessing, registering for or using the Platform, you agree to indemnify, defend and hold harmless Story3, its officers, employees, agents, directors, subsidiaries, affiliates, successors, assigns, suppliers or licensors from any liability, loss, claim OR expense (but not limited to reasonable attorneys' fees) related to: (a) any claim due to or arising out of your violation of the Terms, including but not limited to claims arising out of a breach of your representations or warranties made under these Terms; (b) your use of and/or access to (or any use or access by a third-party on your Story3 Account) Services; (c) your violation of any third-party rights, including but not limited to any copyright, property, moral or privacy rights; or (d) the unavailability of Platform services.

9. LIMITATION OF LIABILITY

The Platform gives no other warranty in connection with the Platform and to the maximum extent permitted by law, the Platform excludes liability for:

- I. Any loss or damage of any kind howsoever arising, including any direct, indirect, special, punitive or consequential loss whether or not such arises out of any problem which the Platform has been made aware of;
- II. The accuracy, currency or validity of information and material contained within any Content or the Platform;
- III. Any interruptions to or delays in updating the Platform;

- IV. Any incorrect or inaccurate information on the Platform;
- V. The infringement by any person of any copyright or other intellectual property rights of any third-party through any Content or use of the Platform;
- VI. The availability, quality, content or nature of the Third-party Services;
- VII. Any transaction involving the Third-party Services;
- VIII. Any amount or kind of loss or damage due to viruses or other malicious software that may infect a user's computer equipment, software, data or other property caused by persons accessing, using or downloading the Platform or any Content;
- IX. All representations, warranties, conditions and other terms which but for this notice would have effect.

The Platform does not warrant that (i) the Platform will be free of errors, viruses or bugs or other defects; (ii) the Platform or any Content or information displayed or distributed through the Platform or in the accompanying documentation will be accurate or complete; (iii) any defects in the Platform will be corrected; or (iv) operation of the Platform will be uninterrupted.

While the Platform involves the purchasing and storing of virtual currency for use on the Platform, please be informed that Story3 is not an administrator or exchanger of this virtual currency.

The Platform will not be liable in any amount for failure to perform any obligation under these Terms if such failure is caused by the occurrence of any unforeseen contingency beyond the reasonable control of such a party including internet outages, communications outages, fire, flood, war or acts of God.

Except as provided above there are no other warranties, conditions or other terms and conditions, express or implied, statutory or otherwise, and all such terms and conditions are hereby excluded to the maximum extent permitted by law.

You agree that in relation to your use of the Platform you will not in any way conduct yourself in a manner which is unlawful or which gives rise to civil or criminal liability or which might call into disrepute the Platform.

You hereby indemnify, defend and hold the Platform and the Platform's officers, directors, owners, agents, information providers, affiliates, licensors and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liability and costs (including reasonable attorneys fees) incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of these terms and conditions or claims arising from your use of the Platform. You shall use your best efforts to cooperate with the Platform in the defense of any claim. the Platform reserves the right, at the Platform's own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

10. TERMINATION

These Terms take effect upon the earlier of your registration for, or use of, the Platform and remain effective until terminated by either you or the Platform (the "Term").

These Terms are effective until terminated. You may terminate these Terms at any time upon notice to Story3 email:support____.com. In this case, the Platform shall have a right not to provide you with any remuneration and withhold any monies held on your behalf in relation to the Content sales on the Platform, if any.

The Platform has the right to terminate these Terms as set forth herein for breach of these Terms by you. We also reserve the right to modify or discontinue the Platform at any time (including, without limitation, by limiting or discontinuing certain features) without notice to you. Upon termination of these Terms, any provision that by its nature or express terms should survive will survive such termination or expiration.

These Terms shall automatically be deemed terminated if you fail to comply with these Terms. Without limiting any other rights it may have, the Platform may remove, restrict, cancel or suspend access to and use of the Platform and any part of it, if it considers (in its sole discretion) that you have breached any of these Terms.

11. MISCELLANEOUS

Third-Party Services. These Terms apply to the Platform and extend to all of the Platform's Customers. Any links to third-party websites and services that are not owned or controlled by Story3 are beyond Story3's control, Story3 will not be held responsible for the content, privacy policies or practices of any third-party websites or services. By using the Platform, you specifically release Story3 from any and all liability arising from your use of any third-party website or third-party services, or interaction with any third-party.

Severability. Except as otherwise expressly set forth in these Terms, in the event that any provision of these Terms is held to be held invalid or unenforceable by a court or other tribunal of competent jurisdiction, such provision will be enforced to the maximum extent permissible, and the remaining portions of these Terms shall remain in full force and effect. These Terms constitute and contain the entire agreement between you and the Platform with respect to the subject matter hereof and supersede any prior oral or written agreements. You agree that these Terms are not intended to confer and do not confer any rights or remedies upon any person other than the parties to these Terms.

No Assignment or Sublicense. You may not assign or sublicense the rights granted hereby.

Governing Law. These Terms and their interpretation, as well as any disputes that arise hereunder, shall be governed in all respects by the laws of the State of California, USA, without giving effect to any principles that may provide for the application of the law of another jurisdiction. Your national law may explicitly give you rights and obligations to resolve disputes in a manner different from the one indicated below. In this case, your national law applies. The U.N. Convention on Contracts for the International Sale of Goods is hereby expressly disclaimed.

Enforcement. Story3's obligations are subject to existing laws and legal process, and Story3 reserves the right to comply with law enforcement or regulatory requests or requirements notwithstanding any contrary term.

Compliance. You agree to comply with all applicable import/export laws and regulations. You agree not to export any part of the Services or allow the use of your Platform account by individuals of any

terrorist-supporting countries to which encryption exports are restricted by the authorities at the time of exportation. You represent and warrant that you are not located in, under the control of or a national or resident of any such restricted country.

Contact. If you have any questions about these Terms, please contact us via email: _____.com. We will endeavor to respond to your question(s) within ten business days.