

Last Updated: December 11th, 2024

Please read these Terms of Use (the “**Terms**”) and our [Privacy Policy](#) (“**Privacy Policy**”) carefully because they govern your use of the website located at [story.foundation](#) (the “**Site**”) offered by Story Foundation, a Cayman Islands foundation company (“**Story**”, “**we**”, “**us**” or “**our**”). The Site and any content, tools, features and functionality offered on or through our Site are collectively referred to as the “**Services**”.

SECTION 16 CONTAINS AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER. BY AGREEING TO THESE TERMS, YOU AGREE (A) TO RESOLVE ALL DISPUTES (WITH LIMITED EXCEPTION) RELATED TO STORY’S SERVICES AND/OR PRODUCTS THROUGH BINDING INDIVIDUAL ARBITRATION, WHICH MEANS THAT YOU WAIVE ANY RIGHT TO HAVE THOSE DISPUTES DECIDED BY A JUDGE OR JURY, AND (B) TO WAIVE YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS, OR REPRESENTATIVE ACTIONS, AS SET FORTH BELOW. YOU HAVE THE RIGHT TO OPT-OUT OF THE ARBITRATION CLAUSE AND THE CLASS ACTION WAIVER AS EXPLAINED IN SECTION 16.

1. **Agreement to Terms.** By using the Services, you agree to be bound by these Terms. If you don’t agree to be bound by these Terms, do not use the Services.
2. **Who May Use the Services.** You must be eighteen (18) years of age or older to use the Services. By using the Services, you represent and warrant that you meet this requirement.
3. **Privacy Policy.** Please review our Privacy Policy, which also governs your use of the Services, for information on how we collect, use and share your information.
4. **Changes to these Terms or the Services.** We may update the Terms from time to time in our sole discretion. If we do, we’ll let users know by posting the updated Terms on the Site. If you continue to use the Services after we have posted updated Terms it means that you accept and agree to the changes. If you don’t agree to be bound by the changes, you may not use the Services anymore. We may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.
5. **Our Intellectual Property.** We may make available through the Services content that is subject to intellectual property rights. We retain all rights to that content. We grant you permission to display, copy, distribute and download the content on the Services for personal, noncommercial use only, provided you do not modify the content and materials and that you retain all copyright and other proprietary notices contained in the content and materials. You may not, however, distribute, copy, reproduce, display, republish, download or transmit any content or material on the Services for public or commercial use without our prior written approval. We reserve all rights not expressly granted under these Terms.
6. **Feedback.** We appreciate feedback, comments, ideas, proposals and suggestions for improvements to the Services (“Feedback”). If you choose to submit Feedback, you hereby agree that we are free to use it without any restriction or compensation to you or other users.
7. **Communication with Us via the Services.** We may from time to time provide tools or features via the Services that permit users and our customers to communicate with us, such as to obtain information about our products and services. If you use the ‘contact us’ other similar tools or features that we make available from time to

time via the Services to communicate with us, please do not include sensitive, confidential or proprietary information when using these features.

8. **Prohibitions and Story's Enforcement Rights.** You agree not to do any of the following:

(a) Use, display, mirror or frame the Services or any individual element within the Services, Story's name, any Story trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Story's express written consent;

(b) Access, tamper with, or use non-public areas of the Services;

(c) Attempt to probe, scan or test the vulnerability of any Story system or network or breach any security or authentication measures implemented by Story or our providers to protect the Services;

(d) Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Story or any of Story's providers or any other third party (including another user) to protect the Services;

(e) Attempt to access or search the Services or download content from the Services using 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 Story or other generally available third-party web browsers;

(f) Use any meta tags or other hidden text or metadata utilizing a Story trademark, logo URL or product name without Story's express written consent;

(g) Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;

(h) 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;

(i) Violate any applicable law or regulation; or

(j) Encourage or enable any other individual to do any of the foregoing.

9. **Story is not obligated to monitor access to or use of the Services.** However, 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 at any time and without notice. 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.

10. **Links to Third Party Websites or Resources.** The Services may allow you to access third-party websites or other resources. We provide access only as a convenience and are not responsible for the content, products or services on or

available from those resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party resources.

11. **Disclaimers.** THE SERVICES AND ALL CONTENT AND MATERIALS PROVIDED ON IT ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND 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 any information or content on the Services.

12. **Assumption of Risks.**

(a) You acknowledge and agree that there are risks associated with purchasing and holding blockchain-based tokens and using blockchain technology. These include, but are not limited to, risk of losing access to tokens due to loss of private key(s), custodial error or purchaser error, risk of mining or blockchain attacks, risk of hacking and security weaknesses, risk of unfavorable regulatory intervention in one or more jurisdictions, risk related to token taxation, risk of personal information disclosure, risk of uninsured losses, volatility risks, and unanticipated risks.

(b) You agree that any tokens that Story offers are not to be used as a substitute for currency or medium of exchange, resale, or redistribution and that you are not acquiring any equity or other ownership or revenue sharing interest in Story or its affiliates as a result of your acquisition of any such tokens. You warrant and covenant that you will not portray tokens offered by Story as an opportunity to gain an economic benefit or profit, or as an investment or equity interest.

(c) We will use commercially reasonable efforts to deploy secure and functional smart contracts underlying tokens created directly by us. However, we will not be liable or responsible to you for any failure in the intended function of any smart contracts for any tokens we offer, or any bugs, viruses, exploits, logic gaps, or malicious code which may be incorporated into any such smart contracts, or which could be used to commit fraud or otherwise cause harm. You acknowledge that unaffiliated third-party publications about Story may contain inaccurate information and that you have obtained sufficient information to make an informed decision to purchase tokens from us, including carefully reviewing the code of the smart contract of such tokens, and fully understand and accept the functions of the same.

(d) Any purchase or sale you make, accept, or facilitate outside of the Services for any tokens originating from us will be entirely at your risk. We do not authorize, control, or endorse purchases or sales of such tokens outside of the Services. We expressly deny and disclaim any liability to you and deny any obligation to indemnify you or hold you harmless for any losses you may incur by transacting or facilitating transactions in any such tokens outside of the Services.

(e) Because many public blockchains are licensed under open source licenses, it is possible that the blockchain may fork, merge, transition from a testnet version into

a mainnet version, or duplicate the original blockchain that initially recorded ownership of the tokens you purchased from us. It is also possible for such tokens to be migrated to another blockchain. In such case, any rights granted under these Terms will only be granted to the lawful owners of such tokens whose ownership is recorded on the mainnet version or migrated version of the blockchain that is generally recognized and predominantly supported in the blockchain industry as the legitimate successor of the original blockchain (as determined in our sole discretion).

13. **Indemnity.** You will indemnify and hold Story and its officers, directors, employees 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 (a) your access to or use of the Services, or (b) your violation of these Terms.
14. **Limitation of Liability.**

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER STORY NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT STORY OR ITS SERVICE PROVIDERS HAVE 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.

(b) TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL STORY'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES EXCEED ONE HUNDRED DOLLARS (\$100).

(c) THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN STORY AND YOU.

15. **Governing Law and Forum Choice.** These Terms and any action related thereto will be governed by the laws of the State of Delaware, without regard to its conflict of laws provisions. The parties expressly consent to personal and exclusive jurisdiction in the state and federal courts located in Delaware, and you and Story each waive any objection to jurisdiction and venue in such courts.
16. **ARBITRATION AND CLASS ACTION WAIVER**

(a) PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

(b) Informal Process First. You and Story agree that in the event of any dispute, either party will first contact the other party and make a good faith sustained effort to resolve the dispute before resorting to more formal means of resolution, including without limitation, any court action, after first allowing the receiving party thirty (30) days in which to respond. Both you and Story agree that this dispute resolution procedure is a condition precedent which must be satisfied before initiating any arbitration against the other party.

(c) Arbitration Agreement and Class Action Waiver. After the informal dispute resolution process, any remaining dispute, controversy, or claim (collectively, "Claim") relating in any way to Story's services and/or products, including the Services, and any use or access or lack of access thereto, will be resolved by arbitration, including threshold questions of arbitrability of the Claim. You and Story agree that any Claim will be settled by final and binding arbitration in Bellevue, Washington, using the English language, administered by JAMS under its Comprehensive Arbitration Rules and Procedures (the "JAMS Rules") then in effect (those rules are deemed to be incorporated by reference into this section, and as of the date of these Terms). Because your contract with Story, these Terms, and this Arbitration Agreement concern interstate commerce, the Federal Arbitration Act ("FAA") governs the arbitrability of all disputes. However, the arbitrator will apply applicable substantive law consistent with the FAA and the applicable statute of limitations or condition precedent to suit. Arbitration will be handled by a sole arbitrator in accordance with the JAMS Rules. Judgment on the arbitration award may be entered in any court that has jurisdiction. Any arbitration under these Terms will take place on an individual basis – class arbitrations and class actions are not permitted. You understand that by agreeing to these Terms, you and Story are each waiving the right to trial by jury or to participate in a class action or class arbitration.

(d) Exceptions. Notwithstanding the foregoing, you and Story agree that the following types of disputes will be resolved in a court of proper jurisdiction:

(i) disputes or claims within the jurisdiction of a small claims court consistent with the jurisdictional and dollar limits that may apply, as long as it is brought and maintained as an individual dispute and not as a class, representative, or consolidated action or proceeding;

(ii) disputes or claims where the sole form of relief sought is injunctive relief (including public injunctive relief); or

(iii) intellectual property disputes.

(e) Costs of Arbitration. Payment of all filing, administration, and arbitrator costs and expenses will be governed by the JAMS Rules, except that if you demonstrate that any such costs and expenses owed by you under those rules would be prohibitively more expensive than a court proceeding, Story will pay the amount of any such costs and expenses that the arbitrator determines are necessary to prevent the arbitration from being prohibitively more expensive than a court proceeding (subject to possible reimbursement as set forth below).

Fees and costs may be awarded as provided pursuant to applicable law. If the arbitrator finds that either the substance of your claim or the relief sought in the demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the JAMS rules. In that case, you agree to reimburse Story for all monies previously disbursed by it that are otherwise your obligation to pay under the applicable rules. If you prevail in the arbitration and are awarded an amount that is less than the last written settlement amount offered by Story before the arbitrator was appointed, Story will pay you the amount it offered in settlement. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.

(f) Opt-Out. You have the right to opt-out and not be bound by the arbitration provisions set forth in these Terms by sending written notice of your decision to opt-out to admin@story.foundation. The notice must be sent to Story within thirty (30) days of your first registering to use the Services or agreeing to these Terms; otherwise you shall be bound to arbitrate disputes on a non-class basis in accordance with these Terms. If you opt out of only the arbitration provisions, and not also the class action waiver, the class action waiver still applies. You may not opt out of only the class action waiver and not also the arbitration provisions. If you opt-out of these arbitration provisions, Story also will not be bound by them.

(g) **WAIVER OF RIGHT TO BRING CLASS ACTION AND REPRESENTATIVE CLAIMS.** To the fullest extent permitted by applicable law, you and Story each agree that any proceeding to resolve any dispute, claim, or controversy will be brought and conducted ONLY IN THE RESPECTIVE PARTY'S INDIVIDUAL CAPACITY AND NOT AS PART OF ANY CLASS (OR PURPORTED CLASS), CONSOLIDATED, MULTIPLE-PLAINTIFF, OR REPRESENTATIVE ACTION OR PROCEEDING ("CLASS ACTION"). You and Story AGREE TO WAIVE THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS ACTION. You and Story EXPRESSLY WAIVE ANY ABILITY TO MAINTAIN A CLASS ACTION IN ANY FORUM. If the dispute is subject to arbitration, THE ARBITRATOR WILL NOT HAVE THE AUTHORITY TO COMBINE OR AGGREGATE CLAIMS, CONDUCT A CLASS ACTION, OR MAKE AN AWARD TO ANY PERSON OR ENTITY NOT A PARTY TO THE ARBITRATION. Further, you and Story agree that the ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS FOR MORE THAN ONE PERSON'S CLAIMS, AND IT MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CLASS ACTION. For the avoidance of doubt, however, you can seek public injunctive relief to the extent authorized by law and consistent with Section 16(d) above.

(h) **IF THIS CLASS ACTION WAIVER IS LIMITED, VOIDED, OR FOUND UNENFORCEABLE, THEN, UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE, THE PARTIES' AGREEMENT TO ARBITRATE SHALL BE NULL AND VOID WITH RESPECT TO SUCH PROCEEDING SO LONG AS THE PROCEEDING IS PERMITTED TO PROCEED AS A CLASS ACTION.** If a court decides that the limitations of this paragraph are deemed invalid or unenforceable, any putative class, private attorney general, or consolidated or representative action must be brought in a court of proper jurisdiction and not in arbitration.

17. General Terms.

(a) **Reservation of Rights.** Story and its licensors exclusively own all right, title and interest in and to the Services, including all associated intellectual property rights. You acknowledge that the Services 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.

(b) **California Residents.** If you are a California resident, in accordance with Cal. Civ. Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

(c) **Entire Agreement.** These Terms constitute the entire and exclusive understanding and agreement between Story and you regarding the Services. If any provision of these Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, 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 Story's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. Story 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.

(d) **Waiver of Rights.** Story'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 Story. 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.

18. Contact Information. If you have any questions about these Terms or the Services, please contact Story at admin@story.foundation.