

## StoryChain Terms of Service

Effective Date: March, 2024

Welcome to StoryChain! A product owned and operated by StoryChain LTD (“StoryChain,” “we,” “us,” or “our”). These Terms of Service (“Terms”) govern your access to and use of the StoryChain website(s), our APIs, mobile app (the “App”), and any other software, tools, features, or functionalities provided on or in connection with our services; including without limitation using our services to view, explore, and create NFTs and use our tools, at your own discretion, to connect directly with others to purchase, sell, or transfer NFTs on public blockchains (collectively, the “Service”). “NFT” in these Terms means a non-fungible token or similar digital item implemented on a blockchain, which uses smart contracts to link to or otherwise be associated with certain content or data.

For purposes of these Terms, “user”, “you”, and “your” means you as the user of the Service. If you use the Service on behalf of a company or other entity then “you” includes you and that entity, and you represent and warrant that (a) you are an authorized representative of the entity with the authority to bind the entity to these Terms, and (b) you agree to these Terms on the entity’s behalf.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION AND AFFECT YOUR LEGAL RIGHTS. AS OUTLINED IN SECTION 16 BELOW, THEY INCLUDE A MANDATORY ARBITRATION AGREEMENT AND CLASS ACTION WAIVER WHICH (WITH LIMITED EXCEPTIONS) REQUIRE ANY DISPUTES BETWEEN US TO BE RESOLVED THROUGH INDIVIDUAL ARBITRATION RATHER THAN BY A JUDGE OR JURY IN COURT.

BY CLICKING TO ACCEPT AND/OR USING OUR SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS AND ALL OF THE TERMS INCORPORATED HEREIN BY REFERENCE, INCLUDING OUR PRIVACY POLICY [https://storychain.ai/files/StoryChain\\_privacy.pdf](https://storychain.ai/files/StoryChain_privacy.pdf). IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICE.

StoryChain is not a wallet provider, exchange, broker, financial institution, money services business, or creditor. StoryChain provides a peer-to-peer web3 service that helps users discover and directly interact with each other and NFTs available on public blockchains. We do not have custody or control over the NFTs or blockchains you are interacting with and we do not execute or effectuate purchases, transfers, or sales of NFTs. To use our Service, you must use a third-party wallet which allows you to engage in transactions on blockchains.

You bear full responsibility for verifying the identity, legitimacy, and authenticity of NFTs that you purchase from third-party sellers using the Service and we make no claims about the identity, legitimacy, functionality, or authenticity of users or NFTs (and any content associated with such NFTs) visible on the Service.

StoryChain reserves the right to change or modify these Terms at any time and in our sole discretion. If we make material changes to these Terms, we will use reasonable efforts to provide notice of such changes, such as by providing notice through the Service or updating the “Effective Date” date at the beginning of these Terms. By continuing to access or use the Service, you confirm your acceptance of the revised Terms and all of the terms incorporated therein by reference effective as of the date these Terms are updated. It is your sole responsibility to review the Terms from time to time to view such changes and to ensure that you understand the terms and conditions that apply when you access or use the Service.

## 1. Accessing the Service

(a) Your Account. You will need a blockchain address and a third-party wallet to access the Service. Your account on the service (“Account”) will be associated with your blockchain address. Your Account on StoryChain will be associated with your linked blockchain address and display the NFTs for that blockchain address (and, if applicable, any content associated with such NFTs). By using your wallet in connection with the Service, you agree that you are using that wallet under the terms and conditions of the applicable provider of the wallet. Wallets are not operated by, maintained by, or affiliated with StoryChain, and StoryChain does not have custody or control over the contents of your wallet and has no ability to retrieve or transfer its contents. StoryChain accepts no responsibility for, or liability to you, in connection with your use of a wallet and makes no representations or warranties regarding how the Service will operate with any specific wallet. You are solely responsible for keeping your wallet secure and you should never share your wallet credentials or seed phrase with anyone. If you discover an issue related to your wallet, please contact your wallet provider. Likewise, you are solely responsible for your Account and any associated wallet and we are not liable for any acts or omissions by you in connection with your Account or as a result of your Account or wallet being compromised. You agree to immediately notify us if you discover or otherwise suspect any security issues related to the Service or your Account (you can contact us at [mail@storychain.ai](mailto:mail@storychain.ai)).

(b) Compliance. You also represent and warrant that you will comply with all applicable laws (e.g., local, state, federal and other laws) when using the Service. Without limiting the foregoing, by using the Service, you represent and warrant that: (i) you are not located in, ordinarily resident in, or organized under the laws of any jurisdiction that is subject to a comprehensive U.S. Government embargo (“Embargoed Jurisdiction”); (ii) you are not subject to any sanctions administered by an agency of the U.S. Government, any other government, or the United Nations (collectively, “Sanctions”); (iii) you are not owned or controlled, directly or indirectly, by any person that is subject to Sanctions, or that is located in, ordinarily resident in, or organized under the laws of, any Embargoed Jurisdiction; (v) none of your officers, managers, directors, shareholders or authorized representatives is subject to Sanctions, or is located in, ordinarily resident in, or organized under the laws of, any Embargoed Jurisdiction, or is owned or controlled, directly or indirectly, by any person that is subject to Sanctions or that is located in, ordinarily resident in, or organized under the laws of, any Embargoed Jurisdiction. You further covenant that the foregoing shall be true during the entire period of this agreement. You must not use any software or networking techniques, including use of a Virtual Private Network (VPN) to modify your internet protocol address or otherwise circumvent or attempt to circumvent this

prohibition. We reserve the right, but have no obligation, to monitor where our Services are accessed from. Furthermore, we reserve the right, at any time, in our sole discretion, to block access to the Service, in whole or in part, from any geographic location, IP addresses and unique device identifiers or to any user who we believe is in breach of these Terms.

(c) Eligibility. We require all users to be at least 18 years old. If you are at least 13 years old but under 18 years old, you may only use StoryChain through a parent or guardian's Account and with their approval and oversight. That account holder is responsible for your actions using the Account. It is prohibited to use our Service if you are under 13 years old.

(d) Duty to Provide Information and Documents Under Certain Circumstances. We may require you to provide additional information and documents in certain circumstances, such as at the request of any government authority, as any applicable law or regulation dictates, or to investigate a potential violation of these Terms. In such cases, we, in our sole discretion, may disable your Account and block your ability to access the Service until such additional information and documents are processed by us. If you do not provide complete and accurate information in response to such a request, we may refuse to restore your access to the Service.

(e) Unauthorized Access. You may not access or utilize the Services for the purpose of web crawling, web harvesting, data mining, data extraction, scraping or aggregating information, including without limitation listings and smart contracts available on or through the Services, or similar activities without our prior written consent in our sole discretion.

(f) License to Access. You are hereby granted a limited, non-exclusive, nontransferable, non-sublicensable, and personal license to access and use the Service provided, however, that such license is subject to your compliance with these Terms. If any software, content, or other materials owned by, controlled by, or licensed to us are distributed or made available to you as part of your use of the Service, we hereby grant you a non-commercial, personal, non-assignable, non-sublicensable, non-transferable, and non-exclusive right and license to access and display such software, content, and materials provided to you as part of the Service (and right to download a single copy of the App onto your applicable equipment or device), in each case for the sole purpose of enabling you to use the Service as permitted by these Terms, provided that your license in any content linked to or associated with any NFTs is solely as set forth by the applicable seller or creator of such NFT.

## 2. Ownership

(a) Proprietary Property of StoryChain. The Service, including its "look and feel" (e.g., text, graphics, images, logos, page headers, button icons, and scripts), proprietary content, information and other materials, and all content and other materials contained therein, including, without limitation, the StoryChain logo and all designs, text, graphics, pictures, data, software, sound files, other files, and the selection and arrangement thereof are the proprietary property of StoryChain or our affiliates, licensors, or users, as applicable, and you agree not to take any action(s) inconsistent with such ownership interests. We and our affiliates, licensors, and users,

as applicable, reserve all rights in connection with the Service and its content, including, without limitation, the exclusive right to create derivative works.

(b) Name and Marks. The StoryChain name, logo, trademarks, and any StoryChain product or service names, designs, logos, and slogans are the intellectual property of StoryChain or our affiliates or licensors and may not be copied, imitated or used, in whole or in part, without our prior written permission. You may not use any metatags or other “hidden text” utilizing “StoryChain” or any other name, trademark, or product or service name of StoryChain or our affiliates or licensors without our prior written permission. In addition, the “look and feel” of the Service constitutes the service mark, trademark or trade dress of StoryChain and may not be copied, imitated or used, in whole or in part, without our prior written permission.

(c) Feedback. You may choose to submit comments, bug reports, ideas, or other feedback about the Service, including without limitation about how to improve the Service (collectively, “Feedback”). By submitting any Feedback, you agree that we are free to use such Feedback at our discretion and without additional compensation to you, and to disclose such Feedback to third parties (whether on a non-confidential basis, or otherwise). You hereby grant us a perpetual, irrevocable, nonexclusive, worldwide license under all rights necessary to incorporate and use your Feedback for any purpose.

### 3. User Representations and Warranties

You expressly represent and warrant that you have the right, power, and authority to agree to and comply with these Terms, and that no other party's authorization or approval is required for you to agree to and comply with these Terms.

### 4. Terms of Sale

(a) Sales Are Final. All transactions initiated through the Service are final.

(b) NFTs. All sales of NFTs are conducted on the BSC blockchain or other applicable blockchain. We have no control over the blockchain and do not have the ability to reverse any transactions. You bear full responsibility for verifying the identity, legitimacy, and authenticity of NFTs that you purchase from third-party sellers using the Service and we make no claims about the identity, legitimacy, functionality, or authenticity of users or NFTs (and any content associated with such NFTs) visible on the Service.

### 5. Fees and Charges

Creating, buying, selling or transferring NFTs may be subject to fees, including gas fees associated with your use of the applicable blockchain. You are solely responsible for any such fees and charges, and you agree to pay all such fees and charges incurred by you.

### 6. Taxes

You are solely responsible for determining what, if any, taxes apply to your transactions. StoryChain is not responsible for determining the taxes that apply to your NFTs.

## 7. Prohibited Activities

You agree that you will not engage in any of the following activities:

- Violating any applicable law or regulation.
- Engaging in any action or behavior that could harm StoryChain or its reputation.
- Circumventing or attempting to circumvent any limitations or restrictions imposed by StoryChain.
- Engaging in any activity that could damage, disable, or impair the Service or interfere with any other party's use of the Service.

## 8. User Content and Conduct

(a) User Content. The Service may allow you to create, post, store, and share content, including without limitation text, photos, videos, audio, and other materials (collectively, "User Content"). You retain all rights in and are solely responsible for the User Content you make available through the Service.

(b) Conduct. You agree to conduct yourself in a professional manner and to treat all users of the Service with respect. You agree not to engage in any behavior that could be considered harassment, abuse, or otherwise harmful to other users.

## 9. License to Use Your NFT Creations

By using the Service, you grant StoryChain a worldwide, non-exclusive, royalty-free license to use, copy, display, and perform your NFT creations, including without limitation the right to post these NFTs and stories on social media, and to publish and sell these stories in printed or digital formats. You fully authorize StoryChain to use your NFT creations for promotional and commercial purposes.

## 10. Disclaimer of Warranties

The Service is provided on an "as-is" and "as available" basis without warranties of any kind, either express or implied. StoryChain disclaims all warranties, including without limitation, warranties of merchantability, fitness for a particular purpose, and non-infringement.

## 11. Limitation of Liability

To the maximum extent permitted by law, StoryChain shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (a) your use or inability to use the Service; (b) any unauthorized access to or use of our servers and/or any personal information stored therein; (c) any interruption or cessation of transmission to or from the Service; (d) any bugs, viruses, trojan horses, or the like

that may be transmitted to or through the Service by any third party; (e) any errors or omissions in any content; and/or (f) any defamatory, offensive, or illegal conduct of any third party.

## 12. Indemnification

You agree to indemnify, defend, and hold harmless StoryChain, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses, including without limitation reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the Service, your violation of these Terms, or your violation of any rights of any third party.

## 13. Termination

StoryChain may terminate or suspend your access to the Service at any time, with or without cause or notice, including without limitation if you breach these Terms.

## 14. Entire Agreement

These Terms constitute the entire agreement between you and StoryChain regarding the Service and supersede all prior or contemporaneous communications and proposals, whether oral or written, between you and StoryChain.

## 15. Contact Information

If you have any questions about these Terms or the Service, please contact us at [mail@storychain.ai](mailto:mail@storychain.ai)