

## **StoryChain**

Terms of Service

Effective Date: March, 2024

Welcome to StoryChain (“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”).

### **1. Introduction**

These Terms govern your use of StoryChain. By accessing or using the Service, you agree to be bound by these Terms and our Privacy Policy.

### **2. Definitions**

In these Terms:

“NFT” means a non-fungible token or similar digital item implemented on a blockchain.

“User”, “you”, and “your” refer to you as the user of the Service.

“Account” means your account on the Service associated with your blockchain address.

### **3. Acceptance of Terms**

By accessing or using the Service, you confirm your acceptance of these Terms. If you do not agree to these Terms, you may not access or use the Service.

### **4. Amendments**

StoryChain reserves the right to change or modify these Terms at any time and in our sole discretion. Any changes will be effective from the date they are updated. We will make reasonable efforts to notify you of such changes. Your continued use of the Service after the changes indicates your acceptance of the revised Terms.

### **5. Accessing the Service**

#### **(a) Your Account**

To access the Service, you need a blockchain address and a third-party wallet. Your Account will be associated with your blockchain address. You agree to use your wallet under the terms and conditions of the wallet provider. We are not responsible for your wallet's contents or security.

#### **(b) Compliance**

You agree to comply with all applicable laws when using the Service. You must not access the Service from prohibited jurisdictions or engage in prohibited activities.

#### **(c) Eligibility**

You must be at least 18 years old to use StoryChain. Users aged 13-18 may use the Service with parental approval. Users under 13 are prohibited from using the Service.

**(d) Duty to Provide Information**

We may require you to provide additional information in certain circumstances. Failure to provide requested information may result in restricted access to the Service.

**(e) Unauthorized Access**

You may not engage in unauthorized activities, including web crawling or data mining, without our prior written consent.

**(f) License to Access**

You are granted a limited, non-exclusive license to access and use the Service. You may only use content linked to NFTs as permitted by the applicable seller or creator.

**6. Ownership**

**(a) Proprietary Property**

The Service and its content are the proprietary property of StoryChain or its affiliates, licensors, or users. You agree not to take any action inconsistent with our ownership interests.

**(b) Intellectual Property**

StoryChain's name, logo, trademarks, and other intellectual property may not be copied or used without our prior written permission. Third-party trademarks mentioned on the Service are the property of their respective owners.

**7. Third-Party Content and Services**

**(a) Third-party Content**

StoryChain helps you explore NFTs created by third parties. We do not make representations or warranties about third-party content visible through our Service.

**(b) Third-Party Services**

The Service may contain links to Third-Party Websites and Third-Party Applications. We are not responsible for Third-Party Materials and provide links to third-party sites as a convenience.

**8. Terms Applicable to Purchasers and Sellers**

**(a) Purchase Terms**

Purchasers and Sellers may be subject to Purchase Terms set by third parties. StoryChain is not a party to these terms and is not responsible for enforcing them.

**(b) Costs and Fees**

Transactions on the Service may be subject to fees, including Gas Fees imposed by blockchains. Purchasers are responsible for paying these fees.

## **9. Terms Applicable to Creators**

### **(a) Royalties**

Creators receive a part of the fee from subsequent creation of other NFTs.

### **(b) Taxes**

Creators are responsible for determining and paying all applicable Taxes related to their use of the Service.

## **10. Feedback**

We welcome Feedback on the Service. By submitting Feedback, you agree that we may use it without restriction or compensation to you

## **11. User Conduct and Our Rights to Take Actions**

To protect our community and comply with our legal obligations, we reserve the right to take action, with or without advance notice, if we believe you have violated these Terms. This may include:

Removing the ability to view certain NFTs on the Service or use our Service to interact with the NFTs.

Disabling the ability to use the Service in conjunction with buying/selling/transferring NFTs available on blockchains.

Disabling your ability to access our Service.

Other actions deemed necessary.

You agree not to violate any law, contract, intellectual property, or other third-party right, and that you are solely responsible for your conduct and content while accessing or using the Service. You also agree that you will not:

Use or attempt to use another user's Account without authorization from such user.

Pose as another person or entity or use a wallet to engage in a transaction on StoryChain that is owned or controlled, in whole or in part, by any other person.

Claim a StoryChain username for the purpose of reselling it, confusing others, deriving others' goodwill, or otherwise engaging in name squatting.

Access the Service from a different blockchain address if we've blocked any of your other blockchain addresses from accessing the Service unless you have our written permission first.

Distribute spam, including through sending unwanted NFTs to other users.

Use the Service in a manner that could damage, disable, overburden, or impair the functioning of the Service.

Bypass or ignore instructions that control access to the Service, including attempting to circumvent any rate limiting systems by using multiple API keys, directing traffic through multiple IP addresses, or otherwise obfuscating the source of traffic you send to StoryChain. Use our Service for commercial purposes inconsistent with these Terms or any other instructions.

Use any data mining, robot, spider, crawler, scraper, script, browser extension, offline reader, or other automated means or interface not authorized by us to access the Service, extract data, or otherwise interfere with or modify the rendering of Service pages or functionality.

Reverse engineer, duplicate, decompile, disassemble, or decode any aspect of the Service, or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any service, area, or code of the Service.

Sell or resell the Service or attempt to circumvent any StoryChain fee systems.

Engage in behaviors that have the intention or the effect of artificially causing an item or collection to appear at the top of search results, or artificially increasing view counts, favorites, or other metrics that StoryChain might use to sort search results.

Use the Service or data collected from our Service for any advertising or direct marketing activity (including without limitation, email marketing, SMS marketing, and telemarketing).

Use the Service for or in connection with money laundering, terrorist financing, or other illicit financial activity, or in any way in connection with the violation of any law or regulation that applies to you or to StoryChain.

Use the Service, directly or indirectly, for, on behalf of, or for the benefit of:

Any natural or legal person that is the subject of Sanctions.

Any natural or legal person located in, ordinarily resident in, or organized under the laws of, any Embargoed Jurisdiction.

Any legal person owned or controlled, directly or indirectly, by any natural or legal person located in, ordinarily resident in, or organized under the laws of, any Embargoed Jurisdiction.

Use the Service to carry out any financial activities subject to registration or licensing, including but not limited to creating, offering, selling, or buying securities, commodities, options, or debt instruments.

Use the Service to create, sell, or buy NFTs or other items that give owners rights to participate in an ICO or any securities offering, or that are redeemable for securities, commodities, or other financial instruments.

Use the Service to engage in price manipulation, fraud, or other deceptive, misleading, or manipulative activity.

Use the Service to buy, sell, or transfer stolen items, fraudulently obtained items, items taken without authorization, and/or any other illegally obtained items.

Infringe or violate the intellectual property rights or any other rights of others.

Create or display illegal content, such as content that may involve child sexual exploitation.

Create or display NFTs or other items that promote suicide or self-harm, incite hate or violence against others, or dox another individual.

Use the Service for any illegal or unauthorized purpose, including creating or displaying illegal content, such as content that may involve child sexual exploitation, or encouraging or promoting any activity that violates the Terms of Service.

Use the Service in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Service.

## **12. General Terms**

(a) Termination. If you breach any of the provisions of these Terms, all licenses granted by StoryChain will terminate automatically. Additionally, notwithstanding anything contained in these Terms, we reserve the right, with or without notice and in our sole discretion, to suspend, disable, terminate, or delete your Account and/or your ability to access or use the Service (or any part of the foregoing) at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amount that you have already paid to us.

(b) Severability. If any term, clause, or provision of these Terms is held invalid or unenforceable, then that term, clause, or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause, or provision, or any other term, clause, or provision of these Terms.

(c) Injunctive Relief. You agree that a breach of these Terms will cause irreparable injury to StoryChain for which monetary damages would not be an adequate remedy and StoryChain shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security, or proof of damages.

(d) Survival. All sections which by their nature should survive the termination of these Terms shall continue in full force and effect subsequent to and notwithstanding any termination of these Terms by StoryChain or you. Termination will not limit any of StoryChain's other rights or remedies at law or inequity.

(e) Entire Agreement. These Terms constitute the entire agreement between you and StoryChain relating to your access to and use of the Service. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of StoryChain, and StoryChain's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for reference only and shall not be read to have any legal effect.

(f) Notices. Any notices or other communications provided by StoryChain under these Terms will be given: (i) via email; or (ii) by posting to the Services. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

(g) Waiver of Rights. StoryChain'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 StoryChain. 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 questions regarding these Terms, please feel free to contact StoryChain for clarification via our support team at [admin@storychain.ai](mailto:admin@storychain.ai)