

# TERMS OF USE of Story Runway

PLEASE NOTE THAT YOUR USE OF AND ACCESS TO OUR SERVICES (DEFINED BELOW) ARE SUBJECT TO THE FOLLOWING TERMS; IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER.

Effective date: March 01, 2023

Welcome to Story Runway (“the app”). Please read on to learn the rules and restrictions that govern your use of our website(s), products, services and applications (the “Services”). If you have any questions, comments, or concerns regarding these terms or the Services, please contact us at [info@storyrunway.com](mailto:info@storyrunway.com). These Terms of Use (the “Terms”) are a binding contract between you and Story Runway Co. Ltd. (“SR”, “Story Runway”, “we” and “us”). You must agree to and accept all of the Terms, or you don’t have the right to use the Services. You’re using the Services in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use the Services. These Terms include the provisions in this document, as well as those in the [Privacy Policy](#).

Will these Terms ever change?

We are constantly trying to improve our Services, so these Terms may need to change along with the Services. We reserve the right to change the Terms at any time, but if we do, we will bring it to your attention by placing a notice on the [www.storyrunway.com](http://www.storyrunway.com) website / the app, by sending you an email, and/or by some other means. If you don’t agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the Services. If you use the Services in any way after a change to the Terms is effective, that means you agree to all of the changes.

Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

What about my privacy?

Story Runway takes the privacy of its users very seriously. For the current Story Runway Privacy Policy, please click [here](#).

The Children’s Online Privacy Protection Act (“COPPA”) requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13. We do not knowingly collect or solicit personally identifiable information from children under 13; if you are a child under 13, please do not attempt to register for the Services or send any personal information about yourself to us. If we learn we have collected personal information from a child under 13, we will delete that information as quickly as possible. If you believe that a child under 13 may have provided us personal information, please contact us at [info@storyrunway.com](mailto:info@storyrunway.com)

What are the basics of using Story Runway.con?

Signing up for Story Runway Services

When you interact with the Services, you promise to provide us with accurate, complete, and updated information. You represent and warrant that you are of legal age to form a binding contract (or if not, you’ve received your parent’s or guardian’s permission to use the Services and gotten your parent or guardian to agree to these Terms on your behalf). If you’re agreeing to these Terms on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on that organization or entity’s behalf and bind them to these Terms (in which case, the references to “you” and “your” in these Terms, except for in this sentence, refer to that organization or entity). You will only use the Services for your own internal, personal, non-commercial use, and not on behalf of or for the benefit of any third party, and only in a manner that complies with all laws that apply to you. If your use of the Services is prohibited by applicable laws, then you aren’t authorized to use the Services. We can’t and won’t be responsible for your using the Services in a way that breaks the law. Connecting Your Email Accounts or mobile number with the Services

Use of the Services may require you to connect your email accounts or mobile number with our Services by providing your email credentials

or mobile number with those third party email providers. We do not and technically cannot access or store your password for email providers that support OAuth. Due to technical limitations, we store your password in an encrypted form for email providers that do not support OAuth. By providing your mobile number or the email address(es) that you want to access via the Services, you grant us a license to make, display, perform, use, reproduce, modify (for technical purposes, for example making sure your content is viewable on an iPhone as well as a computer), transmit, create derivatives of, and otherwise act with respect to the contents in such email accounts, in each case to enable us to operate the Services, as described in more detail herein, and to permit our agents to perform tasks on our behalf. To the extent that any such contents are also your personally-identifiable information, they will be treated in accordance with our [Privacy Policy](#).

You will not share your mobile number or email account(s) or password(s) with anyone, and you must protect the security of your email account(s) and your password(s). You're responsible for any activity associated with your email accounts that are connected with our Services.

Your use of the Services is subject to the following additional restrictions:

You represent, warrant, and agree that you will not contribute any Contents or User Submission (each of those terms is defined below) or otherwise use the Services or interact with the Services in a manner that:

- Infringes or violates the intellectual property rights or any other rights of anyone else (including Story Runway);
- Violates any law or regulation, including any applicable export control laws;
- Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- Jeopardizes the security of the Story Runway Services);

- Attempts, in any manner, to obtain the password, account, or other security information from any other user;
- Violates the security of any computer network, or cracks any passwords or security encryption codes;
- Runs any form of auto-responder or “spam” on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services’ infrastructure);
- “Crawls,” “scrapes,” or “spiders” any page, data, or portion of or relating to the Services or Content (through use of manual or automated means);
- Copies or stores any significant portion of the Content, or uses any of the Content (including, without limitation, the Story Runway’s content) to create any service, software, documentation or data that is similar to any aspect of the Story Runway Services;
- Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services;
- Encumbers, sub-licenses, transfers, rents, leases, time-shares or uses the Services in any service bureau arrangement or otherwise for the benefit of any third party;
- Copy, reproduces, distributes, manufactures, adapts, creates derivative works of, translates, localizes, ports or otherwise modify any aspect of the Services; or
- Permits any third party to engage in any of the foregoing proscribed acts.

A violation of any of the foregoing is grounds for termination of your right to use or access the Services.

What are my rights in Story Runway?

The materials displayed or performed or available on or through the Services, including, but not limited to, text, graphics, data, articles, photos, images, illustrations, User Submissions, and so forth (all of the

foregoing, the “Content”) are protected by copyright and/or other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Services, and you won’t use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purpose any Content not owned by you, (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else’s (including Story Runway’s) rights. You understand that Story Runway owns the Services. You won’t modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, or otherwise exploit any of the Services. The Services may allow you to copy or download certain Content; please remember that just because this functionality exists, doesn’t mean that all the restrictions above don’t apply – they do!

Do I have to grant any licenses to Story Runway or to other users? User Submission means (1) any information, content, images, videos, audios, documents, data or anything else that you post, upload, share, store, or otherwise provide to, on or through the Services, including any information from your email accounts that you connect with the Services, and any information, content or data that is not viewable by any other user except you; and (2) any feedback, suggestions, improvements, enhancements, and/or feature requests relating to the Services you provide us (in a direct email or otherwise). Some User Submissions are viewable by others. In order to allow us to operate and deliver the Services to you, to display your User Submissions on the Services, and to allow other users to enjoy them (where applicable), you grant us and others certain rights in those User Submissions.

For all User Submissions, you hereby grant Story Runway a license to use, make, reproduce, perform, display, distribute, transmit, translate, modify (for technical purposes, for example making sure your contents conform to the technical requirements of connection networks, devices, services, or media), create derivative works of, and

otherwise fully exploit or act with respect to your User Submissions, to enable us to operate, customize, and improve the Services, to develop anonymous data products or new products, or otherwise in connection with Story Runway's business, provided that our use of any User Submission that constitutes Personal Information shall be treated in accordance with our [Privacy Policy](#). This is a license only – your ownership in User Submissions is not affected. You agree that the licenses you grant are royalty-free, perpetual, sub-licensable, irrevocable, and worldwide.

Who is responsible for what I see and do on the Services?

Any information or content publicly posted or privately transmitted through the Services is the sole responsibility of the person from whom such content originated, and you access all such information and content at your own risk, and we aren't liable for any errors or omissions in that information or content or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Services. We can't guarantee the identity of any users with whom you interact in using the Services and are not responsible for which users gain access to the Services. You understand that we may or may not pre-screen Content, but that we reserves the right (but are not obligated) in our sole discretion to pre-screen, refuse, or remove any Content that is available via the Services. Without limiting the foregoing, Story Runway shall have the right to remove any Content that violates this Agreement or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. You are responsible for all Content (including all User Submissions such as information from you or your email accounts that you connect with the Services) you contribute, in any manner, to the Services, and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it. You will keep all

your registration information accurate and current. You are responsible for all your activity in connection with the Services, such as sending, receiving, copying, sharing, uploading, downloading, attaching or otherwise acting with respect to your Content while using Story Runway Web/app). The Services may contain links or connections to third party websites or services that are not owned or controlled by Story Runway. When you access third party websites or use third party services, you accept that there are risks in doing so, and that Story Runway is not responsible for such risks. We encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each third party website or service that you visit or utilize. Story Runway has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third party websites or by any third party that you interact with through the Services. In addition, Story Runway will not and cannot monitor, verify, censor or edit the content of any third party site or service. By using the Services, you release and hold us harmless from any and all liability arising from your use of any third party website or service. Your interactions with organizations and/or individuals found on or through the Services, including payment and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that Story Runway shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. If there is a dispute between participants on this site, or between users and any third party, you agree that Story Runway is under no obligation to become involved. In the event that you have a dispute with one or more other users, you release Story Runway, its officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services. If you are a California resident, you shall and hereby do waive California Civil Code Section

1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which, if known by him or her must have materially affected his or her settlement with the debtor."

**Will Story Runway ever change the Services?**

We're always trying to improve the Services, so they may change over time. We may suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services. We'll try to give you notice when we make a material change to the Services that would adversely affect you, but this isn't always practical. Similarly, we reserve the right to remove any Content from the Services at any time, for any reason (including, but not limited to, if someone alleges you contributed that Content in violation of these Terms), in our sole discretion, and without notice.

**Does Story Runway cost anything?**

Story Runway currently offers a free version and a premium version of its application. The free application is free to download, install, and use up to a limited total number of email accounts that can be connected with the Services. If you want to connect additional email accounts with the Services in the free application, you can select and pay for the appropriate in-app purchase options offered in the free application. The premium application charges a one-time upfront payment when you download and install the application, and allows you to connect an unlimited number of email accounts with the Services. Such in-app purchases and the premium version application are collectively referred to as "Paid Services" hereinafter. Story Runway reserves the right to update or change the list of Paid Services. Story Runway does not store credit card information, nor directly process any payments. We use a third-party payment processor (the "Payment Processor") to bill you through a payment account linked to you for your use of the Paid Services. The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to these Terms.



We are not responsible for errors by the Payment Processor. By choosing to use Paid Services, you agree to pay us, through the Payment Processor, all charges at the prices then in effect for any use of our Paid Services in accordance with the applicable payment terms and you authorize us, through the Payment Processor, to charge your chosen credit card or other payment methods. All payments are non-refundable. Some of our Services are currently free, but we reserve the right to charge for such or all Services in the future or to change the fee or payment requirements for the Paid Services. We will notify you before any Services you are then using begin carrying a fee, and if you wish to continue using such Services, you must pay all applicable fees for such Services.

What if I want to stop using Story Runway?

You can uninstall the Story Runway application or stop visiting our websites at any time, but mere uninstallation is not sufficient to disconnect your email accounts from the Services. If you want to stop using the Services and disconnecting your email accounts from the Services, please be sure to send a written disconnection request to us at [info@storyrunway.com](mailto:info@storyrunway.com). Please refer to our [Privacy Policy](#), as well as the licenses above, to understand how we treat information you provide to us after you have stopped using our Services. Story Runway is also free to terminate (or suspend access to) your use of the Services, for any reason in our discretion, including your breach of these Terms. Story Runway has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms. Termination may result in destruction of any Content associated with you, so keep that in mind before you decide to terminate your use of the Services. We may store account data on the device upon which the Services are installed and you are responsible for backing up and securing data on your device; Story Runway is not responsible for loss of account information due to device loss, data loss, system malfunction, and/or application malfunction. We will try to provide advance notice to you prior to our terminating your use of the Services so that you are able to retrieve any important User Submissions you may have stored in your account (to the extent allowed by law and

these Terms), but we may not do so if we determine it would be impractical, illegal, not in the interest of someone's safety or security, or otherwise harmful to the rights or property of Story Runway. Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to pay us or indemnify us, any limitations on our liability, any terms regarding ownership or intellectual property rights, and terms regarding disputes between us.

I use the Story Runway App available via the Apple App Store – should I know anything about that?

These Terms apply to your use of all the Services, which may include the iPhone, iPod Touch, and iPad applications available via the Apple, Inc. (“Apple”) App Store (the “Application”), but the following additional terms also apply to the Application:

- Both you and Story Runway acknowledge that the Terms are concluded between you and Story Runway only, and not with Apple, and that Apple is not responsible for the Application or the Content;
- The Application is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms as they are applicable to the Services;
- You will only use the Application in connection with an Apple device that you own or control;
- You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;
- In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; upon notification, Apple's sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application;

- You acknowledge and agree that Story Runway, and not Apple, is responsible for addressing any claims you or any third party may have in relation to the Application;
- You acknowledge and agree that, in the event of any third party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights, Story Runway, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;
- You represent and warrant that you are not located in a country subject to a U.S. and Canada Government embargo, or that has been designated by the U.S. and Canada Government as a "terrorist supporting" country, and that you are not listed on any U.S. and Canada Government list of prohibited or restricted parties;
- Both you and Story Runway acknowledge and agree that, in your use of the Application, you will comply with any applicable third party terms of agreement which may affect or be affected by such use; and
- Both you and Story Runway acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of these Terms, and that upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third party beneficiary hereof.

What else do I need to know?

Warranty Disclaimer. Neither Story Runway nor its licensors or suppliers makes any representations or warranties concerning any content contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services. We (and our licensors and suppliers) make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the Services. Products and services purchased or offered (whether or

not following such recommendations and suggestions) through the Services are provided “AS IS” and “AS AVAILABLE” and without any warranty of any kind from Story Runway or others (unless, with respect to such others only, provided expressly and unambiguously in writing by a designated third party for a specific product).] THE SERVICES AND CONTENT ARE PROVIDED BY STORY RUNWAY (AND ITS LICENSORS AND SUPPLIERS) ON AN “AS-IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, THAT USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR THAT THE RESULTS THAT MAY BE OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, OR MEET YOUR EXPECTATIONS. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

You shall not use Story Runway Services for emergency services or other critical operations where injury, death, or economic damage could result. A small percentage of users may experience epileptic seizures when exposed to certain light patterns or backgrounds on a computer and /or portable device screen or while using the Services. Certain conditions may induce previously undetected epileptic symptoms even in users who have no history of prior seizures or epilepsy. If you, or anyone in your family, have an epileptic condition, consult your physician prior to using the Services. Immediately discontinue use of the Services and consult your physician if you experience any of the following symptoms while using the Services: dizziness, altered vision, eye or muscle twitches, loss of awareness, disorientation, any involuntary movement, or convulsions.

Limitation of Liability. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR

OTHERWISE) SHALL STORY RUNWAY (OR ITS LICENSORS OR SUPPLIERS) BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100 OR (II) THE AMOUNTS PAID BY YOU TO COMPANY IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, OR (C) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

**Indemnity.** To the fullest extent allowed by applicable law, You agree to indemnify and hold Story Runway, its affiliates, officers, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any third party claims relating to (a) your use of the Services (including any actions taken by a third party who logs in the Services as you), and (b) your violation of these Terms.

**Assignment.** You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, in any way (by operation of law or otherwise) without Story Runway's prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

**Statute of Limitations.** You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of our Services or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

**Choice of Law; Arbitration.** These Terms are governed by and will be construed under the laws of the State of California and Canada, without regard to the conflicts of laws provisions thereof. Any dispute arising from or relating to the subject matter of these Terms shall be

finally settled in San Francisco County, California, and Canada in English, in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the state or federal courts located in, respectively, San Francisco County, California, or the Northern District of California and Canada.

Miscellaneous. You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services, provided that the Story Runway may, in its sole discretion, do any of the foregoing on your behalf or for itself as it sees fit. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You and Story Runway agree that these Terms are the complete and exclusive statement of the mutual understanding between you and Story Runway, and that it supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of Story Runway, and you do not have any authority of any kind to bind Story Runway in any respect whatsoever. Except as expressly set forth in the section above regarding the Apple Application, you and Story Runway agree there are no third party beneficiaries intended under these Terms.