

- Terms and conditions -

YourStoryz is a product of ShareStoryz GmbH, München (Germany). This **YourStoryz Terms of Service Agreement** (the "**Agreement**" or "**Terms of Service**") is made between ShareStoryz GmbH ("**ShareStoryz**," "**we**," "**us**," or "**our**") and you, our customer ("**you**" or "**your**"). This Agreement governs your use of our **YourStoryz** video creation tools (collectively, the "**Services**"). For support inquiries, please contact us support@YourStoryz.com

IMPORTANT: Section 11 of this Agreement contains a mandatory **ARBITRATION AGREEMENT**. By using the Services, you agree that any claims you may have against ShareStoryz relating to the Services must be **ARBITRATED**, and you waive the right to (1) assert claims against ShareStoryz in court; (2) participate in a class action; and (3) have a jury hear your case. **This Arbitration Agreement applies to past, pending, and future claims.**

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1. Acceptance

By creating an account, creating videos, making a purchase, downloading our apps, or otherwise visiting or using our Services, you accept this Agreement and consent to contract with us electronically.

If you are an entity other than a natural person, the person who registers the account or otherwise uses our Services must have the authority to bind the entity. In this context, "you" means both the entity and each person who is authorized to access the account.

We may update this Agreement by posting a revised version on our website. By continuing to use our Services, you accept any revised Agreement.

This Agreement includes our [Privacy Policy](#) and Cookie policy. Please review our Privacy Policy to learn about the information we collect from you, how we use it, and with whom we share it.

2. Our Services

Service License: Subject to the terms hereof, we grant you access to our Services. This includes the right to create and distribute videos using our technology. The features available to you will depend on your plan. We may change features from time to time. If you have a paid account, we commit to providing the core features of your plan during your current service period.

Transactions: We may offer digital goods and services for sale.

Downloadable Software: We may offer applications for devices ("**apps**") directly or through third-party stores. As between us and any third-party platform (e.g., Apple App Store or Google Play), we are responsible for operating, maintaining, and supporting the apps.

3. Accounts

Registration: You may create an account to use certain features we offer (e.g., creating or uploading videos). To do so, you must provide an email address. By creating an account, you agree to receive notices from ShareStoryz at this email address.

Age Requirements: You must be at least 16 years old, or the applicable age of majority in your jurisdiction, whichever is greater, to create a Personal Use account personal plan or otherwise use our Services. If you wish to create a business account, you must be at least 18 years old. Individuals under the applicable age may use our Services only through a parent or legal guardian's account

and with their involvement. Please have that person read this Agreement with you and consent to it before proceeding.

Parents and Guardians: By granting your child permission to use the Services through your account, you agree and understand that you are responsible for monitoring and supervising your child's usage. If you believe your child is using your account and does not have your permission, please contact us immediately so that we can disable access.

Account Security: You are responsible for all activity that occurs under your account, including unauthorized activity. You must safeguard the confidentiality of your account credentials. If you are using a computer that others have access to, you must log out of your account after each session. If you become aware of unauthorized access to your account, you must change your password and notify us immediately via support@YourStoryz.com

4. Subscription Plans

Plan Types: We may offer free memberships and paid subscription plans that allow you to create and share video content. We may also offer additional digital content or services on a pay-per-use basis. Advertised prices and features may change.

Personal Use Accounts: Free users may use the Services for their own personal purposes. They may not: (a) use the Services for commercial purposes; or (b) use any video they create using the Services for commercial purposes.

Single plan: A single or 'professional' plan is valid for only one single end user. If you have registered for a Single Plan on behalf of a company or organization, each end user must register for his or her own account. Single or "Professional" plan users may use the Services to create videos for their own business purposes or for multiple third parties that invite them to create stories on behalf of this parties.

Business plan: "Business" plan users and the accounts (minimum 5) connected to the "Business" plan may use the Services to create videos for multiple third parties (e.g., clients), which may use the video for their own personal use or business purposes.

Fees: You must pay all fees (plus any taxes) during your subscription period and any renewal periods. Our fees may include a fixed monthly or annual fee plus variable fees for transactions or usage. All fees are nonrefundable.

Free trials and Discounts: We may offer free-trial or discounted subscriptions. When a free-trial period ends, your paid subscription begins (unless you have cancelled during your trial period) and you must pay the full monthly or annual fee. If we provide a discount for the first subscription period, you must pay the discounted fee; in any renewal, you must pay the full fee.

Automatic Renewal: To the extent permitted by applicable law, subscriptions automatically renew at the end of each subscription period unless cancelled beforehand. Monthly plans renew for 30-day periods. Annual plans renew for one-year periods. You must pay the annual or monthly fee (plus any taxes) when each renewal period starts.

How to Decline Renewal: Paid subscribers may opt out of automatic renewal by changing their account settings. Any opt-out or notice of non-renewal will not affect the current subscription period. ShareStoryz may decline renewals.

Lapse Policy: When a subscription ends, the account will, at ShareStoryz option, revert to free account status or will be deleted. Any content in the account may be deleted to comply with the limitations of the new account status. You are responsible for archiving your content. YourStoryz shall not be responsible for the loss of any content. We may publish additional guidelines regarding the treatment of lapsed subscriptions. These guidelines describe current practices only and shall not require ShareStoryz to provide any level of post-subscription account status.

In-App Purchase: We may allow you to purchase subscriptions within apps. When you make such "in-app" purchases, you will be billed by the app platform, not us. **To turn off automatic renewal for subscriptions, access your platform's account settings (not ShareStoryz's).** Any billing inquiries should be directed to the app platform.

Resale: You may not sell, resell, rent, lease, or distribute any plan or any other aspect of our Services to any third party unless authorized by us in writing.

5. Acceptable Use Policy

We may allow you to upload, live stream, submit, or publish (collectively, to "**submit**") content such as videos, recordings, images, and text (collectively, "**content**"). You must ensure that your content, and your conduct, complies with the Acceptable Use Policy set forth in this **Section 5**. ShareStoryz may (but is not obligated to) monitor your account, content, and conduct, regardless of your privacy settings. ShareStoryz may take all appropriate actions to enforce its rights including removing specific videos or suspending or removing your account.

5.1. Copyright Policy

You may only upload content that you have the right to upload and share. Copyright owners may send ShareStoryz a takedown notice as stated in our [Copyright Policy](#) if they believe ShareStoryz is hosting infringing materials. We will, in appropriate circumstances, terminate the accounts of persons who repeatedly infringe.

5.2. Content Restrictions

You may not submit any content that:

- Infringes any third party's copyrights or other rights (e.g., trademark, privacy rights, etc.);
- Is sexually explicit (e.g., pornography) or proposes a transaction of a sexual nature;
- Is hateful, defamatory, or discriminatory or incites hatred against any individual or group;
- Promotes or supports terror or hate groups;
- Exploits minors;
- Depicts unlawful acts or extreme violence;
- Provides instructions on how to assemble explosive/incendiary devices or homemade/improvised firearms;
- Depicts animal cruelty or extreme violence towards animals;
- Promotes fraudulent or dubious business schemes or proposes an unlawful transaction;
- Makes false or misleading claims about vaccination safety;
- Claims that mass tragedies are hoaxes or false flag operations;
- Depicts or encourages self-harm; or
- Violates any applicable law.

5.3. Code of Conduct

In using our Services, you may not:

- Use an offensive screen name (e.g., explicit language) or avatar (e.g., containing nudity);
- Act in a deceptive manner or impersonate any person or organization;
- Harass or stalk any person;
- Harm or exploit minors;
- Distribute "spam" in any form or use misleading metadata;
- Collect personal information about others;
- Access another's account without permission;
- Engage in any unlawful activity;
- Provide links to sites that contain content prohibited by **Section 5.2**; or

- Cause or encourage others to do any of the above.

5.4. Prohibited Technical Measures

You will not:

- Except as authorized by law or as permitted by us: scrape, reproduce, redistribute, create derivative works from, decompile, reverse engineer, alter, archive, or disassemble any part of our Services; or attempt to circumvent any of our security, rate-limiting, filtering, or digital rights management measures;
- Submit any malicious program, script, or code;
- Submit an unreasonable number of requests to our servers; or
- Take any other actions to manipulate, interfere with, or damage our Services.

6. Licenses

6.1. License Grant by You

As between you and ShareStoryz, you own and will retain ownership of all intellectual property rights in and to the content you submit for the purpose of creating or editing a video. By submitting such content, you grant ShareStoryz permission to use, copy, distribute, sublicense, transmit, make derivative works from, and publicly perform and display through all means such works for the purpose of: (a) analyzing your content using automated technologies for the purpose of creating videos; (b) creating videos using your content, in conjunction with other content that we may supply (including Third-Party Content, defined below); and (c) streaming and distributing those videos to end users of your choosing.

The license period begins when you submit content to ShareStoryz and ends when you or ShareStoryz delete it and all works that contain any parts of it from the Services; provided that ShareStoryz may retain archival copies: (a) for a limited period of time in case you wish to restore it; (b) for internal testing purposes; (c) when the video is the subject of a takedown notice or other legal claim; or (d) when ShareStoryz in good faith believes that it is legally obligated to do so.

6.2. Account Profile

You grant ShareStoryz permission to use your name, likeness, biography, trademarks, logos, or other identifiers used by you in your account profile for the purpose of displaying such properties to the public or the audiences you have specified. You may revoke the foregoing permission by deleting your account. ShareStoryz shall have the right to identify public profiles in its marketing and investor materials.

6.3. Community Content and Feedback

You grant ShareStoryz a perpetual and irrevocable right and license to copy, transmit, distribute, publicly perform, and display content comprising social media engagement (including comments and "likes") that you submit or provide within our Services. If you make suggestions to ShareStoryz on improving our products or services, ShareStoryz may use your suggestions without any compensation to you.

6.4. Scope of Licenses

All licenses granted by you in this **Section 6**: (a) are non-exclusive, worldwide, and royalty-free; (b) include the right and license to copy, use, distribute, publicly perform, and display the licensed work for the purposes stated above; and (c) include all necessary rights and licenses to allow us to exercise our rights and perform our obligations. By granting these licenses, you waive any so-called "moral rights" that you may have. Nothing in this Agreement shall be deemed a license "condition" applicable to ShareStoryz; rather, any breach of a term by ShareStoryz hereof shall give rise to, at most, a claim for breach of contract only. All licenses granted herein are in addition to any other licenses that you may grant outside of this Agreement.

6.5. License by ShareStoryz

Subject to your compliance with the terms hereof, ShareStoryz hereby grants you a limited, revocable, personal, worldwide, royalty-free, non-exclusive, non-sublicensable and non-assignable license to use each video created using our Services for (a) your personal purposes (e.g., sharing videos with family and friends) via online means if you created the video as a Personal user; or (b) any permitted purpose via all means now known or hereafter created if you created the video as a Commercial Plan user.

6.6. Third-Party Content

ShareStoryz may allow you to incorporate certain third-party audio, pictorial, or video works ("**Third-Party Content**") into videos you create using our Services. As permitted by your subscription plan, you may (a) use Third-Party Content solely for creating original videos through the Service; and (b) distribute videos containing Third-Party Content solely on or through ShareStoryz owned-and-operated online properties, YouTube, Facebook, Instagram, Twitter, and other similar online platforms that allow users to upload and share content. You may not distribute videos containing Licensed Content through any other means without our prior written approval.

You may not (a) resell or file-share Third-Party Content separately from your videos; (b) use or distribute Third-Party Content other than as expressly permitted herein; or (c) create works that contain, in substance, only Third-Party Content with no other original video content.

All Third-Party Content is owned by the applicable licensor. All rights not expressly granted herein are reserved.

7. Your Obligations

7.1. Representations and Warranties

For each piece of content that you submit to or through ShareStoryz, you represent and warrant that:

- You have the right to submit the content to ShareStoryz and grant the licenses herein;
- ShareStoryz will not need to obtain licenses from any third party or pay royalties to any third party with respect to the streaming or other permitted distribution of the content;
- You have obtained appropriate releases (if necessary) from all persons who appear in the content;
- The content does not, and will not, infringe any third party's rights, including intellectual property rights, rights of publicity, moral rights, and privacy rights; and
- The content complies with this Agreement and all applicable laws.

7.2. Indemnification

You will indemnify, defend, and hold harmless ShareStoryz and its subsidiaries, parents, and affiliates and their and our respective directors, officers, employees, and agents, from and against all third-party complaints, demands, claims, damages, losses, costs, liabilities, and expenses, including attorney's fees, arising from or relating to: (a) the content you submit to or through the Services; and (b) allegations of actions or omissions by you that (regardless if proven) would constitute a breach of this Agreement.

8. Term and Termination

This Agreement begins when you first use our Services and continues so long as you use our Services or have an account with us, whichever is longer. Paid accounts will continue for the subscription period and will renew in accordance with **Section 4** above. With respect to free memberships, ShareStoryz may terminate this Agreement at any time by providing thirty (30) days' written notice, and users may terminate at any time by deleting their accounts.

If you breach this Agreement, ShareStoryz may, at its option: (a) terminate this Agreement immediately, with or without advance written notice; and (b) suspend, delete, or limit access to your account or any content within it. If ShareStoryz deletes your account for breach, you may not be allowed to re-register.

In the event of any termination or expiration, the following sections will survive: **Section 7.2** (Indemnification), **Section 9** (Disclaimers), **Section 10** (Limitation of Liability), **Section 11** (Arbitration Agreement With Retrospective Effect; Jury Waiver; Class Action Waiver; Limited Right To Opt Out), and **Section 12** (General Provisions).

9. Disclaimers

ShareStoryz provides the services on an 'AS IS' and 'AS AVAILABLE' basis. You use the services at your own risk. You must provide your own device and Internet access.

Except as expressly set forth herein, and to the extent permitted by applicable law, ShareStoryz disclaims all warranties, express or implied, including implied warranties of merchantability, fitting for a particular purpose, and non-infringement.

Among other things, ShareStoryz makes no representations or warranties:

- That our Services, or any part thereof, will be available or permitted in your jurisdiction, uninterrupted or error-free, completely secure, or accessible from all devices or browsers;
- Concerning any content submitted by or actions of our users;
- That our Services will meet your business or professional needs;
- That we will continue to support any particular feature or maintain backwards compatibility with any third-party software or device; or
- Concerning any third-party websites and resources.

10. Limitation of Liability

To the extent permitted by applicable law: ShareStoryz shall not be liable for any indirect, incidental, special, consequential, punitive or exemplary damages, including damages for loss of business, profits, goodwill, data, or other intangible losses, even if ShareStoryz has been advised of the possibility of such damages; and ShareStoryz' total liability to you, except for ShareStoryz' contractual payment obligations, hereunder (if any), shall not exceed the amounts paid by you to ShareStoryz over the twelve (12) months preceding your claims or one hundred euros (€100) whichever is greater.

11. Arbitration Agreement With Retrospective Effect; Jury Waiver; Class Action Waiver; Limited Right To Opt Out

This Section 11 sets forth a binding arbitration agreement between you and ShareStoryz (the “Arbitration Agreement”). In this Arbitration Agreement, you agree:

- To arbitrate all claims relating to the Services, including any prior claims that you may have (subject to a limited opt-out right);
- To waive your right to a trial by jury; and
- To waive any right to proceed on a class basis in arbitration or otherwise.

11.1. Arbitration Agreement

The exclusive means of resolving any dispute or claim arising out of or relating to this Agreement (including any alleged breach thereof), or your use of the Services, regardless of the date of accrual and including past, pending, and future claims, shall be BINDING ARBITRATION administered by a mutually agreeable Mediation institute.

11.2. Overview

Arbitration provides a private dispute resolution process that is usually more streamlined and less formal than litigation. In an arbitration, your rights will be determined by a neutral third party called an arbitrator, and not a judge or jury. Both you and ShareStoryz are entitled to fundamentally fair proceedings at every stage of the arbitration, including the hearing (if any). The arbitrator will decide all issues relating to the dispute, including the question of arbitrability, and can grant any relief that a court could grant. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

11.3. Location of Hearing

The hearing (if any) shall take place in Munchen, Germany, or in a to be determined ShareStoryz assigned location in the European Union.

11.4. Class-Action Waiver

Each party waives its rights to go to court, to a trial by jury, and to participate in a class action, class arbitration, or other representative proceeding with respect to any claims subject to arbitration.

11.5. Retroactive Effect

Subject to the limited opt-out right described below, you as a user, give up your right to participate in a class action or other class proceeding, including, any past, pending or future class actions.

11.6. Exception for Small Claims Court Matters

Notwithstanding the above, each party has the right to bring an individual claim against the other in a small claims court of competent jurisdiction. If one party files an arbitration that could be litigated in such a small claims court, the responding party may request that the dispute proceed in small claims court. If the responding party requests to proceed in small claims court before the appointment of the arbitrator, the arbitration shall be administratively closed. If requested after the appointment of the arbitrator, the arbitrator shall administratively close the arbitration so long as the proceedings are at an early stage and no hearing has occurred.

11.7. Considerations

Whether to agree to this Arbitration Agreement or commence an arbitration (where you have the option) is an important decision. Here are some important considerations:

- Arbitration is a process of private dispute resolution that does not involve the civil courts, a civil judge or a jury. Instead, the parties' dispute is decided by a private arbitrator selected by the parties. Arbitration does not limit or affect the legal claims you as an individual may bring against ShareStoryz. Agreeing to arbitration will only affect where those claims may be brought and how they will be resolved.
- Arbitration is generally considered to be a more rapid dispute resolution process than the judicial system, but that is not always the case. The arbitrator will typically determine whether ShareStoryz or you will be required to pay or split the cost of any arbitration with ShareStoryz, based on the circumstances presented.
- You will be precluded from bringing any class or representative action against ShareStoryz, and you will also be precluded from participating in any recovery resulting from any class or representative action brought against ShareStoryz.
- You may bring a case in small claims court in lieu of arbitration as described above.
- You have the right to consult with counsel of your choice (at your cost) concerning this Arbitration Agreement.

12. General Provisions

Choice of Law: Any disputes relating to this Agreement or your use of our Services will be governed by German Law as well as European Law, without regard to principles of conflicts of law.

Choice of Venue; Jury Trial Waiver: To the extent that a claim cannot be arbitrated for a reason other than the small-claims court exception set forth in Section 11.6, then you and ShareStoryz agree that any action relating to this Agreement or your use of our Services, must be commenced in the state or courts located in Munich, Germany. You consent to the exclusive jurisdiction of those courts.

Reservation of Rights, Severability, Force Majeure: ShareStoryz reserves all rights not expressly granted herein. ShareStoryz' rights and remedies are cumulative. No failure or delay by ShareStoryz in exercising any right will waive any further exercise of that right. If any term of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, that term will be limited or severed. ShareStoryz will not be liable for any delay or failure caused by a force majeure event.

Relationship: You and ShareStoryz are independent contractors of one another; neither party is an agent, partner, or joint venturer of the other. This Agreement binds the parties and their successors, personal representatives, and permitted assigns. You may not assign this Agreement to any person whose account has been terminated by ShareStoryz or who is prohibited from registering; any such assignment will be void.

Third Parties: We may provide links to and integrations with websites operated by others. The website operator, not ShareStoryz, is solely responsible for the content thereof, and your use of each such website will be subject to its terms of service. We may disable integrations with any third party at any time, with or without notice. Except as expressly stated herein, nothing in this Agreement confers any right on any third party.

Entire Agreement: This Agreement constitutes the entire understanding of the parties and supersedes all prior understandings regarding the subject matter hereof and may not be modified except in accordance with Section 1 or in a document executed by authorized representatives of ShareStoryz. If you have a signed agreement with ShareStoryz, any conflicting term of that agreement will prevail over the terms hereof, but only as to the subject matter of that agreement.

Notices: You must send any notices of a legal nature to us by email to info@sharestoryz.com or at:

ShareStoryz GmbH

regarding 'legal'

Höhenkirchener Straße 134

85662 Hohenbrunn, Germany

IBU: HRB 255274

13. ShareStoryz Video Creation and mobile journalism tools - Copyright Policy

This **ShareStoryz Copyright Policy** is a part of ShareStoryz' terms of service and sets forth the process by which copyright holders and their agents may remove allegedly infringing materials available on our **YourStoryz** apps or websites.

13.1. DMCA Policy

ShareStoryz respects the intellectual property of others and expects its users to do the same. Each user must ensure that the materials they upload do not infringe any third-party copyright. ShareStoryz will promptly remove materials in accordance with the Digital Millennium Copyright Act ("DMCA") when properly notified that the materials infringe a third party's copyright. **ShareStoryz will also, in appropriate circumstances, terminate the accounts of repeat copyright infringers.**

In filing any request, please ensure that your notice is complete and that your statements are accurate. If we request additional information necessary to make your notice complete, please provide that information promptly. If you fail to provide the required information, your request may not be processed further.

13.2. DMCA Takedown Notices

To request the removal of materials based upon copyright infringement, you must file a notice containing the following:

- Your name, address, telephone number, and email address (if any).
- A description of the copyrighted work that you claim has been infringed.
- A description of where on ShareStoryz's service the material that you claim is infringing may be found, sufficient for ShareStoryz to locate the material (e.g., the URL for the video).
- A statement that you have a good faith belief that the use of the copyrighted work is not authorized by the copyright owner, its agent, or the law.
- A statement by you UNDER PENALTY OF PERJURY that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.
- Your electronic or physical signature.

You may file your notice by email: dmca@ShareStoryz.com

13.3. DMCA Counter-Notifications

If you are a ShareStoryz user who wishes to challenge the removal of materials caused by a DMCA takedown notice, you must file a counter-notification containing the following:

- Your name, address, and telephone number.

- A description of the material that was removed and the location on ShareStoryz's service where it previously appeared (e.g., the URL of the video).
- A statement UNDER PENALTY OF PERJURY that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification.
- Your electronic or physical signature.

You may submit this notice by email: dmca@ShareStoryz.com

ShareStoryz will forward any complete counter-notification to the person who filed the original DMCA notice. The copyright owner(s) may elect to file a lawsuit against you for copyright infringement. If we do not receive notice that such a lawsuit has been filed within ten (10) business days after we provide notice of your counter-notification, we may restore the challenged materials. Until that time, your materials will remain removed.

13.4. Repeat Infringers

ShareStoryz will terminate user accounts that receive three (3) DMCA strikes. A "DMCA strike" accrues each time that material is removed from a user's account due to a DMCA notice. We may group multiple DMCA notices received within a short period of time as a single DMCA strike.

We may remove a DMCA strike in appropriate circumstances, such as where (1) the underlying material is ultimately restored due to a DMCA counter-notification; or (2) the claimant withdraws the underlying notice.

We may terminate user accounts that receive fewer than three (3) DMCA strikes in appropriate circumstances, such as where the user has a history of violating or willfully disregarding our Terms of Service.