

## Legal Notes

These Legal Notes (“Terms”) govern your access to and use of the Story-Bat website ( “Story-Bat”), and any information, text, graphics, or other materials uploaded, downloaded or appearing on Story-Bat (collectively referred to as “Content”). Your access to and use of Story-Bat is conditioned on your acceptance of and compliance with all of the Community Guidelines, Site Rules, Privacy Policy and these Terms. By accessing or using Story-Bat in any way you agree to comply with, and be bound by, the aforementioned conditions. If you object to any of it, your only recourse is to immediately cease using Story-Bat. Story-Bat, in its sole discretion, has the right, but not the obligation, to strictly enforce the Terms through any and all legal options including, but not limited to, self-help, community moderation, active investigation, litigation and prosecution.

- **Basic Terms**

You are responsible for your use of Story-Bat, for any Content you post to Story-Bat, and for any consequences resulting from your use. The Content you submit, post, or display will be viewable by other users of Story-Bat and in the future possibly through third party services and websites. Only provide Content that you are comfortable sharing with others under these Terms.

You must have the ability and capacity to form a binding contract with Story-Bat and are not a person barred from receiving services under any applicable jurisdiction in order to use Story-Bat. While using Story-Bat you must adhere to these Terms and all applicable local, state, national, and international laws, rules and regulations.

Story-Bat is constantly evolving and may change from time to time without prior notice to you. Story-Bat may stop, either permanently or temporarily, providing any services (or any feature or combination of features within Story-Bat) to you or to users generally without prior notice. You acknowledge that Story-Bat shall not be liable to you or any third party for any modification, suspension or termination of Story-Bat. You further acknowledge that Story-Bat retains the right to create limits on use and storage at its sole discretion at any time without prior notice to you. You agree that Story-Bat has no responsibility or liability for the deletion or failure to store any Content maintained or transmitted by Story-Bat.

- **Advertising**

Story-Bat may include advertisements, which may be targeted to the Content or information on Story-Bat, queries made through Story-Bat, or other information. The types and extent of advertising on Story-Bat are subject to change. In consideration for Story-Bat granting you access to and use of Story-Bat, you agree that Story-Bat and its third party providers and partners may place such advertising on Story-Bat or in connection with the display of Content or information from Story-Bat whether submitted by you or others.

- **Privacy**

Any information that you provide via the Story-Bat website is subject to the Privacy Policy, which governs our collection and use of your information. You understand that by using Story-Bat you consent to the collection and use of this information as set forth in the Privacy Policy, including the transfer of this information to any country for storage, processing and use by Story-Bat.

As part of providing you Story-Bat, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of Story-Bat and your account with the Story-Bat website, which you may not be able to opt-out from receiving.

- **Accounts**

You are responsible for safeguarding the username and password (your “Account”) that you use to access Story-Bat and for any activities or actions under your Account. We encourage you to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. The Story-Bat website provides you with a tool for evaluating the relative “strength” of your password, however, you may not rely on this tool and use of this tool does not absolve you of the responsibility for actions taken via your Account. You hereby release Story-Bat of all liability for any loss or damage arising from your failure to comply with the above requirements.

- **Account Cancellation**

To cancel your account, please [send an email to us](#). Story-Bat will disable the login capabilities for your account within 72 hours and disable public access to your profile page. All the Content that you have contributed (Story-Pages, Story-Blocks, Comments, Private Messages, Steps, Favourites) will remain on the website and associated with your account’s Display-Name.

- **Content on Story-Bat**

All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person under whose Account such Content originated. A rebuttable presumption exists that such Content is posted by the person who created the Account. Story-Bat does not pre-screen, approve, monitor or control the Content posted through Story-Bat and denies all responsibility for such Content. You bear the risk of any and all uses or reliance on any Content or materials posted via Story-Bat or obtained by you through Story-Bat.

Story-Bat does not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via Story-Bat or endorse any opinions expressed via Story-Bat. You understand that by

using Story-Bat, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabelled or are otherwise deceptive. Under no circumstances will Story-Bat be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via Story-Bat or broadcast elsewhere.

- **Your Rights**

You retain your rights to any Content you submit, post or display on or through Story-Bat. By submitting, posting or displaying Content on or through Story-Bat, you grant Story-Bat a worldwide, non-exclusive, royalty-free license, with the right to sublicense. The license includes permission to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods now known or subsequently developed.

You agree that this license includes the right for Story-Bat to make such Content available to other companies, organizations or individuals who partner with Story-Bat for the syndication, broadcast, distribution or publication of such Content on other media and services, subject to our terms and conditions for such Content use.

Additional uses of Content by Story-Bat, or other companies, organizations or individuals who partner with Story-Bat, may be made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through Story-Bat. Any compensation or remuneration by Story-Bat is purely voluntary and does not give rise to any obligations on behalf of Story-Bat, nor does it indicate or oblige Story-Bat to provide similar compensation or remuneration in the future.

We may modify or adapt your Content in order to transmit, display or distribute it over computer networks and in various media. We may also make such changes to your Content as are necessary to conform to any requirements or limitations of any networks, devices, services or media.

Story-Bat permits you to display on your website, or create a hyperlink (“link”) on your website to, Content available on Story-Bat, so long as such use is for non-commercial and/or news reporting purposes only, such as personal weblogs (“blogs”) and personal online media. If the total amount of Content displayed or linked to on your website exceeds one hundred (100) pieces of Content, your use will be presumed to be in violation of the Terms, absent express permission granted by Story-Bat to do so. You may also create a link to the homepage of the Story-Bat website so long as the link does not portray the Story-Bat website, Story-Bat, its

Team-Members, or its affiliates in a false, misleading, derogatory, or otherwise offensive manner.

You are responsible for your use of Story-Bat, for any Content you provide, and for any consequences thereof, including the use of your Content by other users and by any third party partners. You understand and acknowledge that your Content may be rebroadcasted by our partners and if you do not have the right to submit Content for such use, it may subject you to liability. Story-Bat will not be responsible or liable for any use of your Content by Story-Bat in accordance with these Terms. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any Content that you submit.

If a dispute arises between users of Story-Bat or between users and any third party, you understand and agree that Story-Bat has no obligation to become involved. If you have a dispute with one or more other users, you hereby release Story-Bat, its admins, any other Team-Members, and successors in rights from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or our Services.

Story-Bat gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software that is provided to you by the Story-Bat website as part of Story-Bat. This license is for the sole purpose of enabling you to use and enjoy the benefit of Story-Bat as provided by the Story-Bat website, in the manner permitted by these Terms. Use of Story-Bat that exceeds the scope of authorized access granted to you by Story-Bat immediately terminates said permission or license.

### **Trusted users**

Members of Story-Bat that constantly stand out with good behaviour and great participation can earn the “Trusted”-status. This gives them additional rights to moderate their Story-Pages and all the Story-Blocks created for it. They essentially gain the rights of a moderator for stories they’ve created.

The right to edit/delete content of other users that are participating to one’s story should be handled with care. It should be used to delete abusive content or correct story-telling mistakes. In no way is it meant as a tool to modify all other content to the liking of the Pathfinder.

If you want to define every part of the story yourself, you should activate the “Closed-Group”-function.

If we get notified about misuse of the “Trusted”-user rights, we will take actions to warn the misbehaving user or even revoke his additional rights.

- **Story-Bat's Rights**

All right, title, and interest in and to Story-Bat (excluding Content provided by users) are and will remain the exclusive property of Story-Bat and its licensors. Story-Bat is protected by copyright, trademark, and other laws of both Switzerland and foreign countries. Nothing in the Terms gives you a right to use the name or any of the trademarks, logos, domain names, and other distinctive brand features of Story-Bat or the Story-Bat website. Should you provide any feedback, comments, or suggestions regarding the Story-Bat website, or Story-Bat, such feedback is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

Story-Bat is protected to the maximum extent permitted by copyright laws and international treaties. Content displayed on or through Story-Bat is protected by copyright as a collective work and/or compilation, pursuant to copyrights laws, and international conventions. Any reproduction, modification, creation of derivative works from or redistribution of the site or the collective work, and/or copying or reproducing Story-Bat or any portion thereof to any other server or location for further reproduction or redistribution is prohibited without express written consent from Story-Bat. You further agree not to reproduce, duplicate or copy Content from Story-Bat without the express written consent of Story-Bat, and agree to abide by any and all copyright notices displayed on Story-Bat. You may not decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in Story-Bat. Without limiting the foregoing, you agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any aspect of Story-Bat.

Although Story-Bat does not claim ownership of content that its users post, by posting Content to any public area of Story-Bat, you automatically grant, and you represent and warrant that you have the right to grant, to Story-Bat an irrevocable, perpetual, non-exclusive, royalty-free, worldwide license to use, copy, perform, display, adapt, publish, translate and distribute said Content and to prepare derivative works of, or incorporate into other works, said Content, and to grant and authorize sublicenses (through multiple tiers) of the foregoing. Furthermore, by posting Content to any public area of Story-Bat, you automatically grant Story-Bat all rights necessary to prohibit any subsequent aggregation, display, copying, duplication, reproduction, or exploitation of the Content on Story-Bat by any party for any purpose.

- **Restrictions on Content and Use of Story-Bat**

Story-Bat reserves the right (but does not assume the obligation) to remove or refuse to distribute any Content on Story-Bat and to terminate user Accounts. Please review

the Site Rules (which are part of these Terms) to better understand what is prohibited on Story-Bat. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (1) comply with any applicable law, regulation, legal process or governmental request, (2) enforce the Terms, including investigation of potential violations hereof, (3) detect, prevent, or otherwise address fraud, security or technical issues, (4) respond to user support requests, or (5) protect the rights, property or safety of Story-Bat, its users and the public.

You may not do any of the following while accessing or using Story-Bat: (1) access, tamper with, or use non-public areas of Story-Bat, Story-Bat's computer systems, or the technical delivery systems of Story-Bat's providers; (2) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (3) access or search or attempt to access or search Story-Bat by any means (automated or otherwise) other than through our currently available, published interfaces that are provided on the Story-Bat website (and only pursuant to those terms and conditions), unless you have been specifically allowed to do so in a separate agreement with Story-Bat (NOTE: crawling Story-Bat is permissible if done in accordance with the provisions of the robots.txt file, however, scraping Story-Bat without the prior consent of Story-Bat is expressly prohibited); (4) forge any TCP/IP packet header or any part of the header information in any E-Mail or posting, or in any way use Story-Bat to send altered, deceptive or false source-identifying information; or (5) interfere with, or disrupt, (or attempt to interfere or disrupt), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing Story-Bat, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on Story-Bat.

- **Copyright Policy**

Story-Bat respects the intellectual property rights of others and expects users of Story-Bat to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. If you believe that your Content has been copied in a way that constitutes copyright infringement, [please email the following information to us](#): (1) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (2) identification of the copyrighted work claimed to have been infringed; (3) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (4) your contact information, including your address, telephone number, and an E-Mail address; (5) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the

law; and (6) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Story-Bat reserves the right, but has no obligation, to remove Content alleged to be infringing without prior notice and at our sole discretion. Story-Bat will also terminate a user's account, if, in our sole discretion, we determine such action is necessary.

- **Story-Bat is Available "AS-IS"**

Your access to and use of Story-Bat or any Content is at your own risk. You understand and agree that Story-Bat is provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, Story-Bat and its partners disclaim any warranties, express or implied, of merchantability, fitness for a particular purpose, or non-infringement. We make no warranty and disclaim all responsibility and liability for the completeness, accuracy, availability, timeliness, security or reliability of Story-Bat or any Content. Story-Bat will not be responsible or liable for any harm to your computer system, loss of data, or other harm that results from your access to or use of Story-Bat, or any Content. You also agree that Story-Bat has no responsibility or liability for the deletion of, or the failure to store or to transmit, any Content and other communications maintained by Story-Bat. We make no warranty that Story-Bat will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from Story-Bat or through Story-Bat, will create any warranty not expressly made herein.

- **Links**

Story-Bat may contain links to third-party websites or resources not under the control of Story-Bat. You acknowledge and agree that Story-Bat is not responsible or liable for: (1) the availability or accuracy of such websites or resources; or (2) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Story-Bat of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

- **Limitation of Liability**

To the maximum extent permitted by applicable law, Story-Bat and its subsidiaries, affiliates, admins, Team-Members, partners and licensors will not be liable for any direct, indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, good-will, or other intangible losses, resulting from (1) your access to or use of or inability to access or use Story-Bat; (2)

any conduct or content of any third party on Story-Bat, including without limitation, any defamatory, offensive or illegal conduct of other users or third parties; (3) any content obtained from Story-Bat; and (4) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not Story-Bat has been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

- **Indemnity**

You agree to indemnify and hold Story-Bat, its admins, moderators, subsidiaries, affiliates, successors, assigns, agents, and service providers, harmless from any claim or demand, including reasonable attorney fees and court costs, made by any third party due to or arising out of Content you submit, post or make available through Story-Bat, your use of Story-Bat, your violation of the Terms, Community Guidelines or Rules, your breach of any of the representations and warranties herein, or your violation of any rights of another.

- **Exclusions**

The limitations of liability above do not apply in those jurisdictions that do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages.

- **Waiver and Severability**

The failure of Story-Bat to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, the remaining provisions of these Terms will remain in full force and effect.

- **Controlling Law and Jurisdiction**

These Terms and any action related thereto will be governed by the laws of Switzerland without regard to or application of its conflict of law provisions of your state or country of residence. All claims, legal proceedings or litigation arising in connection with Story-Bat will be brought solely in Switzerland and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

- **Entire Agreement**

These Terms, the Privacy-Policy, the Site Rules of the Story-Bat website and our Community Guidelines are the entire and exclusive agreement between Story-Bat and you regarding Story-Bat (excluding any services for which you have a separate agreement with Story-Bat that is explicitly in addition or in place of these Terms), and

these Terms supersede and replace any prior agreements between Story-Bat and you regarding Story-Bat.

We may revise these Terms from time to time. If a revision changes its impact on you, we will notify you via an E-Mail to the address associated with your account.

Revisions of these terms will be effective immediately upon posting.

You are responsible for reviewing these Terms on a regular basis. By continuing to access or use Story-Bat after those changes become effective, you agree to be bound by the revised Terms.

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