

## TERMS OF USE/USER AGREEMENT

September 23, 2021

This web site, <https://www.storyxperiential.com>. (the “Site”), is operated by X In A Box, LLC (“X In A Box”). By accessing or using the Site, you hereby accept and agree to comply with the terms and conditions set forth in this User Agreement.

This User Agreement is a binding agreement between you and X In A Box, and governs your access and use of the Site, which includes any information, data, tools, products, services and other content (together, “Content”) available on or through the Site, as well as the information you share through the site (“User Content”). You may contact X In A Box by email, [info@storyxperiential.com](mailto:info@storyxperiential.com), with questions about the terms and conditions of this User Agreement.

The use of our Site is also subject to acceptance of X In A Box’s Privacy Policy available at <https://www.storyxperiential.com>.

**IMPORTANT NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED BELOW.**

**PLEASE READ THIS USER AGREEMENT CAREFULLY BEFORE USING THE SITE. EACH TIME YOU USE THE SITE, YOUR USE INDICATES YOUR FULL ACCEPTANCE OF AND AGREEMENT TO ABIDE BY THIS USER AGREEMENT IN ITS THEN CURRENT FORM.**

### Eligibility

**Our Site and its Content are made available to individuals aged 13 or older. If you are aged 13 but under 18 years of age, you and your parent or guardian must review this Agreement and the Privacy Policy together. Parents/ guardians are jointly and severally liable for all acts and omissions of their children aged under 18 years when using the Site.**

**X In A BOX grants you a limited right to use the Site.**

- Your right to use the Site is subject to your agreement to abide by this User Agreement in its entirety, as well as any other rules, procedures, policies, terms or conditions that govern all or any portion of the Site.
- At any time and for any reason X In A Box may revoke your right to use all or any portion of the Site.
- You may not violate or attempt to violate the security of the Site.

**The Site and its Content are owned by X In A Box, its affiliates and/or third parties.**

- The Site is protected by one or more copyrights, patents, database rights, trademarks, service marks and/or other intellectual property and proprietary rights that are owned by X in a Box, its affiliates and/or third parties.
- X IN A BOX and other names and indicia of X In A Box and its products and/or services are exclusive trademarks and service marks of X In A Box. Other product and company names appearing on the Site may be trademarks of their respective owners.
- You may not decompose, decompile, reverse engineer, disassemble or otherwise deconstruct all or any portion of the Site.
- You may not publish, broadcast, retransmit, reproduce, repackage, frame, commercially exploit, create any derivative of or otherwise redistribute all or any portion of the Site except as explicitly permitted in this User Agreement.

- You may print copies of any accessible portion of the Site only for your own personal use.
- You may not remove any copyright, trademark or other proprietary notice or legend contained on (or printed from) the Site.

**You make certain representations and warranties regarding your use of the Site. You represent and warrant that:**

- You have full authority and all rights necessary to enter into and fully perform all of your obligations pursuant to this User Agreement and any other agreement that you enter into via the Site;
- You have not and you will not enter into any agreement or perform any act which might contravene the purposes and/or effects of this User Agreement;
- In connection with your use of the Site, you will not employ any virus or other computer programming routine or engine that is intended to damage, detrimentally interfere with, intercept or expropriate any system, data or information; and
- All information that you provide in connection with your use of the Site is true and complete.

**You assume various risks in using the Site.**

- We make no guarantees, promises or assurances regarding the Site.
- We make reasonable efforts to provide accurate Content on the Site.
- However, some Content may be inaccurate, outdated or otherwise inappropriate.
- Some Content and some of the data used in the Content come from third parties. We believe that these third parties are reliable but we are not responsible for any third party information.
- Some Content may require you to input data, and may not function
- effectively if you input inaccurate data. Information generated by the Content may vary based on the data that you input.
- We may change any portion of the Site at any time without notice to you.
- We are not liable for any damage or loss to you resulting from these or any other risks.

**You have various responsibilities when using the Site.**

- You alone are responsible for your use of the Site.
- You agree not to upload or submit inappropriate User Content including but not limited to User Content that contains hateful, bullying or harassing content, User Content not appropriate for children, or User Content that you have previously been told not to upload or submit.
- You agree not to create hyperlinks to the Site from any other website without our express written consent.
- We are not involved in any dealings between you and any third party. You release X in a Box and its affiliates, agents and employees and you agree to hold them harmless from any claims, demands and damages (actual and consequential, direct and indirect) of every kind and nature that may arise out of or in any way are connected with your use of the Site and any dispute between you and any third party.

**YOU AGREE THAT WE ARE NOT LIABLE FOR ANY ACTION YOU TAKE OR ANY DECISION YOU MAKE IN RELIANCE ON THE SITE OR THE CONTENT.**

**If X In A Box provides you with a password, you must keep your password confidential.**

- We may provide you with a password to access certain areas of the Site.
- You are solely responsible for maintaining the confidentiality and security of your password. You may not disclose your password to any third party.
- You accept full responsibility for any use of your password.
- You must notify us immediately of any actual or suspected loss, theft or unauthorized use of your password.
- We are not obligated to inquire as to the authority or propriety of any use of or action taken under your password. We will not be responsible for any loss to you that arises from such use or action or from your failure to comply with these provisions.

**PARENTS AND GUARDIANS: YOU AGREE THAT YOU WILL BE RESPONSIBLE FOR ALL USES OF THE SITE AND THE ASSOCIATED ACCOUNT, AND THE SUBMISSION OF THE USER CONTENT, BY YOUR CHILD (UNDER 18 YEARS OF AGE) WHETHER OR NOT SUCH USES WERE AUTHORIZED BY YOU.**

**X IN A Box is not liable for any technological problems and any impact that they may have.**

- All or any portion of the Site may not be available and may not function properly at any time.
- We make reasonable efforts to avoid technological problems, but at any time the Site may have and may cause problems such as viruses and other damaging computer programming routines or engines.
- We take reasonable security precautions when using the Internet, telephone or other means to transport data or other communications, but we disclaim liability for any interception of data or communications.
- We are not liable for any damage or injury caused by the performance or failure of performance of all or any portion of the Site.
- We are not liable for any defects, delays or errors in or resulting from your use of the Site.

**X In A Box is not responsible for any aspect of any third party website.**

- If you access any third party web site through the Site or otherwise, you do so at your own risk.
- Hyperlinks to or from the Site do not constitute third party endorsement, sponsorship or affiliation of, with or by X in a Box.
- X in a Box is not responsible or liable for any aspect of any products, services or content appearing on or available through any third party web site.

**X In A Box has the right, but not the obligation to monitor and record activity on the Site and respond as it deems appropriate.**

- We may monitor and record activity on the Site for any reason or no reason.
- We may investigate any complaint or reported violation of our policies.
- We may report any activity that we suspect may violate any law or regulation to regulators, law enforcement officials or other persons or entities that we deem appropriate.
- We may issue warnings, suspend or terminate use of the Site, deny access to all or part of the Site or take any other action that we deem appropriate.

- Listed below are some, though not all, serious violations that may result in X In A Box terminating or suspending your access to the Site and/or restricting your ability to access and/or post User Content. You agree not to do any of the following actions while using the Site:
  - Harass, threaten, embarrass or cause distress or discomfort upon another participant, user, or other individual or entity;
  - Transmit any User Content that X In A Box considers to be disruptive, unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, hateful, or racially, sexually, ethnically or otherwise objectionable;
  - Impersonate any person or entity, including but not limited to X In A Box;
  - Disrupt normal Site functionality, or otherwise act in a manner that negatively affects other participants and/or the overall Site experience;
  - Post or transmit any unsolicited advertising, promotional materials, or any other forms of solicitation;
  - Intentionally or unintentionally violate any applicable law, regulation or treaty while using or accessing the Site;
  - Post/submit multiple posts of the same content (e.g., “spam”); or
  - Invade the privacy or violate or infringe any right of any person or entity, including, without limitation, any intellectual property right.

## **USER CONTENT**

- To the fullest extent permitted by applicable law, by submitting any User Content (including without limitation, images, videos, customer service submissions, idea submissions, suggestions and message postings) you automatically grant (or represent and warrant that the owner of such rights has expressly granted) X In A Box a perpetual, worldwide, royalty-free, irrevocable, transferrable, sublicensable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, sub-license, create derivative works from and distribute such User Content or incorporate such User Content into any form, medium, or technology now known or later developed throughout the universe, and agree that X In A Box shall be entitled to unrestricted use of the User Content for any purpose whatsoever, commercial or otherwise, without compensation, notice or attribution. You waive and agree not to assert any moral or similar rights you may have in any of your User Content.
- To the extent X In A Box permits other users to access and use your User Content, you also grant all other users of the X In A Box’s Site the right to use, copy, modify, display, perform, create derivative works from, and otherwise communicate and distribute your User Content on or through X In A Box or any other approved medium or technology now known or later developed without further notice, attribution or compensation to you.
- You represent and warrant that any User Content you provide (i) does not and will not violate any third party intellectual property rights and/or any other person's rights, including, without limitation, any privacy rights and/or so-called “moral rights”; and (ii) its use as contemplated herein does not and will not require the payment of any royalty or any consideration to a third party. You may not upload or post any User Content that infringes the copyright, trademark or other intellectual property rights of a third party nor may you upload any User Content that violates any third party’s right of privacy or right of publicity, or may require the payment of a royalty or other consideration to a third party. You are responsible and liable for any User Content you place on or through the Site,

including the transmission, posting, or other provision of text, files, links, software, photographs, video, sound, music or other information or material. You may only upload your own User Content to the Site; do not upload anyone else's User Content.

- **X IN A BOX DOES NOT ENDORSE, OR GUARANTEE THE ACCURACY, EFFICACY OR VERACITY OF, ANY USER CONTENT GENERATED BY USERS.**

#### **X In A BOX respects your privacy.**

- Personal nonpublic information that we gather from you will be governed by our Privacy Policy. Privacy Policy for X In A Box is available at: <https://www.storyxperiential.com>.

#### **DMCA Notice.**

You may only upload content that you have the right to upload and share. Copyright owners may send X In A Box a takedown notice if the copyright owners wish to have the alleged infringing material removed with the following information in the form of a written notification (pursuant to 17 U.S.C. § 512(c) ("DMCA Takedown Notice")) to our Copyright Agent. It is our policy to terminate the accounts of repeat infringers.

- Your physical or electronic signature;
- Identification of the copyrighted work(s) that you claim to have been infringed;
- Identification of the material on our Services that you claim is infringing and that you request us to remove;
- Sufficient information to permit us to locate such material;
- Your address, telephone number, and e-mail address;
- A statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner.

The X In A Box, LLC Copyright Agent to receive the DMCA Takedown Notices is Copyright Agent, X In A Box, LLC; Attn: DMCA Notice, 2209 Eunice Street, Berkeley, CA 94709. You may also email us at [info@storyxperiential.com](mailto:info@storyxperiential.com). You acknowledge that for us to be authorized to take down any content, your DMCA takedown notice must comply with all the requirements of this Section. Please note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement.

#### **X IN A BOX DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SITE AND THE CONTENT THAT THE LAW ALLOWS IT TO DISCLAIM.**

- THE SITE, INCLUDING ALL CONTENT, IS PROVIDED "AS IS" AND "AS AVAILABLE."
- WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO THE SITE AND THE CONTENT INCLUDING WARRANTIES OF
  - MERCHANTABILITY,

- FITNESS FOR A PARTICULAR PURPOSE AND
- NON-INFRINGEMENT OF INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS.
- WITHOUT LIMITING OUR GENERAL DISCLAIMER, WE DO NOT WARRANT THE AVAILABILITY, ACCURACY, COMPLETENESS, TIMELINESS, FUNCTIONALITY, RELIABILITY, SEQUENCING OR SPEED OF DELIVERY OF THE SITE OR THE CONTENT.

**X IN A BOX' LIABILITY WITH RESPECT TO THE SITE AND THE CONTENT IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.**

- IN NO EVENT WILL WE OR ANY OF OUR AFFILIATES, AGENTS OR EMPLOYEES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, ARISING OUT OF THIS USER AGREEMENT, THE SITE, THE CONTENT, THE INABILITY TO USE THE SITE, OR TRANSACTIONS ENTERED INTO THROUGH THE SITE.
- OUR LIABILITY IS LIMITED EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES THAT YOU SUFFER OR IF ANY REMEDY YOU HAVE FAILS OF ITS ESSENTIAL PURPOSE.
- UNDER ALL CIRCUMSTANCES, THE MAXIMUM LIABILITY OF X IN A BOX AND ITS RESPECTIVE AFFILIATES, AGENTS AND EMPLOYEES TO ANY USER OF THE SITE WITH RESPECT TO THE SITE AND THE CONTENT IS \$100.
- THIS DISCLAIMER OF LIABILITY APPLIES TO ANY AND ALL DAMAGES OR INJURY, INCLUDING THOSE CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF ANY ASSET, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE OR UNDER ANY OTHER CAUSE OF ACTION.

**You will be responsible for any liability to X in a Box that arises out of your breach of this User Agreement or your use of the Site.**

- You agree to indemnify, defend and hold harmless X In A Box and its affiliates, agents and employees from and against any and all suits, losses, claims, demands, liabilities, damages, costs and expenses (including reasonable attorneys' fees) that arise from or relate to:
  - your use of the Site,
  - your breach of this User Agreement or any representation, warranty or covenant made by you in this User Agreement,
  - your violation of any applicable law, statute, ordinance, regulation or of any third party's rights, or claims asserted by third parties which, if proven, would place you in breach of representations, warranties, covenants or other provisions contained in this User Agreement.

**GOVERNING LAW**

This User Agreement shall be governed by the law of the State of California, without respect to its conflicts of laws principles. Each of the parties to this Agreement consents to the exclusive jurisdiction and venue of the state and federal courts located in Alameda County, California, for any actions not subject to Mandatory Arbitration.

## MANDATORY ARBITRATION, CLASS ACTION WAIVER, AND OPT-OUT

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. THESE BINDING ARBITRATION AND CLASS ACTION WAIVER PROVISIONS APPLY TO YOU IF YOU ARE DOMICILED IN AND/OR ACQUIRED AND USE THE SITE IN THE UNITED STATES.

- Application. You and X In A Box agree that this User Agreement affects interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. This provision is intended to be interpreted broadly and governs any and all disputes between us including but not limited to claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; claims that arose before this User Agreement or any prior agreement (including, but not limited to, claims related to advertising); and claims that may arise after the termination of this User Agreement. The only disputes excluded from this broad prohibition are the litigation of certain intellectual property and small court claims, as provided below.
- Initial Dispute Resolution. Most disputes can be resolved without resort to arbitration. If you have any dispute with us, you agree that before taking any formal action, you will contact us at [dispute-info@storyxperiential.com](mailto:dispute-info@storyxperiential.com) and provide a brief, written description of the dispute and your contact information (including your username, if your dispute relates to an account). Except for intellectual property and small claims court claims, the parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with X In A Box, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration.
- Binding Arbitration. If the parties do not reach an agreed-upon solution within a period of thirty (30) days from the time informal dispute resolution is initiated under the Initial Dispute Resolution provision above, then either party may initiate binding arbitration as the sole means to resolve claims, (except as provided in Exception: Litigation of Intellectual Property and Small Claims Court Claims below) subject to the terms set forth below. Specifically, all claims arising out of or relating to this Agreement (including this Agreement's formation, performance, and breach), the parties' relationship with each other, and/or your use of X In A Box Site and related products shall be finally settled by binding arbitration administered by the JAMS Comprehensive Arbitration Rules & Procedures ("JAMS"). The JAMS rules will govern payment of all arbitration fees. X In A Box will pay all arbitration fees for claims less than \$75,000. If you receive an arbitration award that is more favorable than any offer we make to resolve the claim, we will pay you \$1,000 in addition to the award. X In A Box will not seek its attorneys' fees and costs in arbitration unless the arbitrator determines that your claim is frivolous.
- Arbitrator's Powers. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of this Agreement including but not limited to any claim that all or any part of this Agreement is void or voidable, whether a claim is subject to arbitration, or the question of waiver by litigation conduct. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written and shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.
- Filing a Demand. To start an arbitration, you must do the following: (i) Write a Demand for Arbitration ("Demand") that (a) briefly explains the dispute, (b) lists your and X In A Box's names and addresses, (c) specify the amount of money in dispute, if applicable, (d) identify the requested location for a hearing if an in-person hearing is requested, and (e) state what you want in the dispute;

(ii) send one copy of the Demand to JAMS, along with a copy of these Terms and the filing fee required by JAMS; and (iii) Send one copy of the Demand for Arbitration to us at [info@storyxperiential.com](mailto:info@storyxperiential.com).

- The parties understand that, absent this mandatory arbitration provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. If you are a resident of the United States, arbitration may take place in the county where you reside at the time of filing, unless you and we both agree to another location or telephonic arbitration. For individuals residing outside the United States, arbitration shall be initiated in Alameda County, California, United States, and you and X In A Box agree to submit to the personal jurisdiction of any federal or state court in Alameda County, California, United States, in order to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.
- Class Action Waiver. The parties further agree that the arbitration shall be conducted in the party's respective individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND X IN A BOX AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above shall be deemed null and void in their entirety and the parties shall be deemed to have not agreed to arbitrate disputes.
- Exception: Litigation of Intellectual Property and Small Claims Court Claims. Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring enforcement actions, validity determinations or claims arising from or relating to theft, piracy or unauthorized use of intellectual property in state or federal court with jurisdiction or in the U.S. Patent and Trademark Office to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in small claims court in San Francisco, California for disputes or claims within the scope of that court's jurisdiction.
- 30-Day Right to Opt Out. You have the right to opt out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt out to [dispute- info@storyxperiential.com](mailto:dispute-info@storyxperiential.com) with the subject line, "ARBITRATION AND CLASS ACTION WAIVER OPT-OUT." The notice must be sent within the later of 30 days of your first use of the Service or within 30 days of changes to this provision being announced on the Site. Otherwise you shall be bound to arbitrate disputes in accordance with the terms of these paragraphs. If you opt out of these arbitration provisions, X In A Box also will not be bound by them.
- Changes to This Section. X In A Box will provide thirty (30) days' notice of any changes to this section by posting on the Site and related products. Amendments will become effective thirty (30) days after they are posted on the Site and related products, or sent to you by email. Changes to this section will otherwise apply prospectively only to claims arising after the thirtieth (30th) day. If a court or arbitrator decides that this subsection on "Changes to This Section" is not enforceable or valid, then this subsection shall be severed from the section entitled Mandatory Arbitration and



Class Action Waiver, and the court or arbitrator shall apply the first Mandatory Arbitration and Class Action Waiver section in existence after you began using the Site and related products.

- Survival. This Mandatory Arbitration and Class Action Waiver section shall survive any termination of your use of the Site and related products.

**You will be bound by revised versions of this User Agreement that we post on the Site.**

- Except for modifications under the Mandatory Arbitration, Class Action Waiver, And Opt-Out provision, modifications will be effective immediately upon posting unless we indicate otherwise.
- Your use of the Site indicates your full acceptance of this User Agreement in its then-current form each time you use the Site.

**You are bound by certain other general conditions.**

- This User Agreement constitutes the entire understanding, and supersedes all other understandings, between you and X in a Box concerning the subject matter hereof.
- X in a Box may assign this User Agreement in whole or in part at any time without your consent. You may not assign this User Agreement or delegate any of your obligations under this User Agreement. Any purported assignment of this User Agreement in violation of its terms is void.
- If any provision of this User Agreement is found invalid or unenforceable, that provision shall be enforced to the maximum extent possible and the remaining provisions of the User Agreement shall remain in full force and effect.