

# 72 STORIES TERMS OF USE

**Updated: January 14, 2022**

Thanks for checking out Our 72 Stories!

These Terms of Use (“Terms”) apply to your use of our website and any software or mobile apps that we may create (together, we call those things the “Service”).

By visiting our websites, submitting a story, or by using any other Service offering, you agree to be legally bound to these Terms. The same action(s) give(s) us permission to collect and use your information as described in our **Privacy Policy** (“Privacy Policy”).

Quickly, we have some housekeeping to cover:

- Our legal name is Our 72 Stories, but in these Terms, we are called “72 Fans”, “we” or “us”. Those references also include our affiliates and subsidiaries.
- We refer to you (and anyone else using the Service) as “User” or “you.”
- We have done our best to make these Terms clear and easy to read...but it's your job to read them. By using the Services, you confirm that you have done your part.

Great - let's keep going.

## 1. Am I eligible to use the Service?

By law, we can only allow you to use the Service if you are a certain age:

- a. If you are under 13 years old: You can only use the Services if your parent or legal guardian agrees to these Terms on your behalf and you never (ever) provide us with your personal information (examples: your name, your email address, your location, any Stories about your life).
  - i. If your parent or legal guardian agrees, you can help your family member (e.g. Grandparent) upload a Story on the Service; but again, please make sure that you don't include any of your own personal information in that Story.
  - ii. If we learn that we have been provided any personal information from a person under 13, we will immediately delete that information (this means your Story may be removed from the Service) unless the information was provided along with a very clear parental consent that meets requirements of applicable laws (e.g. [Children's Online Privacy Protection Act \(COPPA\)](#))
- b. If you are older than 13, but not yet an adult: You can only use the Service if your parent or legal guardian agrees to these Terms on your behalf.
- c. If you are an adult: You can use the Service! Congrats.

*NOTE: When we say “adult” we mean a person that is the age of majority according to the laws applicable in the place they live.*

## 2. What rights am I granted?

- a. If you follow the Terms, you can use the Service and all functionality it offers.

- i. Or, as our lawyers put it: *you are hereby granted a non-exclusive, limited, non-transferable, non-sublicensable, freely revocable licence to use the Service and as permitted by the features of the Service. 72 Fans reserves all rights not expressly granted herein in the Service and the content provided on the Service.*
- b. The Service allows you to submit written stories and other creative content (e.g. audio, video, still images) about the 1972 Summit Series (“Stories”).
- c. As part of accepting the grant of rights provided in these Terms: (i) you agree that during your access to the Services, you may be exposed to advertisements, and (ii) you agree that if you access the Services on your mobile phone, you may incur data charges.

### 3. How do accounts work?

- a. The Service may allow you to create an account and customize it by changing certain settings. By creating an account, you permit us to send you information about your use of the Service, including information required by law.
- b. You cannot have more than one active account at any time.
- c. Usernames cannot be sold, bought, or held without activity for future use.
- d. When registering an account, provide only true and complete information. You cannot create an account that indicates that you are a different person or that you represent an organization that you do not have permission to represent.
- e. Only the registered account holder can use the account.
- f. You are responsible for all activity that occurs through your account – so keep a strong password and don’t give other people your username, password or security code. If you think someone else has accessed your account, contact us right away (see Contact Us section below).
- g. We can suspend or delete an account at any point in our sole discretion, without notice.

### 4. What are the rules of conduct?

Along with all other Terms, you need to comply with the following rules:

- a. Follow the community guidelines available [here](#) (“Community Guidelines”).
- b. If you come across any content that violates the Community Guidelines, report it right away at [hello@our72Stories.ca](mailto:hello@our72Stories.ca)
- c. You are solely responsible for your interactions with other Service users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. We have no liability for your interactions with other Users, or for any User’s action or inaction.
- d. You can use the Service for non-commercial purposes only.
- e. You cannot sell, rent, lease, assign, distribute, modify, copy or alter any part of the Services.
- f. You cannot do any of the following techy stuff:
  - i. copy, distribute, or disclose any part of the Service in any medium, including by any automated or non-automated “scraping”;
  - ii. use any automated system, including “robots,” “spiders,” “offline readers,” and the like to access the Service in a manner that sends more request messages to the 72 Fans servers

- than a human can reasonably produce in the same period of time by using a conventional on-line web browser;
  - iii. transmit spam, chain letters, or other unsolicited email;
  - iv. attempt interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service;
  - v. upload invalid data, viruses, worms, or other software agents through the Service;
  - vi. collect or harvest any personally identifiable information from the Service;
  - vii. interfere with the proper working of the Service;
  - viii. access any content on the Service through any technology or means other than those provided or authorized by the Service;
  - ix. use any Story featured on the Service for any unauthorized purpose; or
  - x. use any 72 Fans trademark or any variant thereof including misspellings as a domain name or as part of a domain name, as a metatag, keyword, or any other type of programming code or data.
- g. You cannot conduct fraud, pretend to be someone else, or mislead people about your identity.
  - h. You cannot use the Service for any purposes other than creating Stories and sharing Stories as permitted by the Service; this includes using the Service in a way that could tarnish, disparage, or reflect adversely on 72 Fans, the folks that submitted or appeared in the Stories, or anyone else that helps make the Services possible.
  - i. You cannot create Service knockoffs, imitations, or similar looking logos, apps, or websites.
  - j. You cannot link to the Service (or other things belonging to 72 Fans like its logo) unless you have 72 Fans' prior written approval.

## **5. Suspending, Terminating & Modifying the Service**

- a. We can restrict access to the Service or stop providing the Services whenever we want (this includes suspending your account or banning you from the Service if you don't follow these Terms).
- b. 72 Fans will terminate your account if you repeatedly infringe the Intellectual Property rights of others, or if you are repeatedly charged with such infringement.
  - i. "Intellectual Property Rights" means all patent rights, copyright rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any province, state, country, territory or other jurisdiction
- c. If your account is terminated by us for any reason, you must obtain written authorization from us before opening another account.
- d. We will update and upgrade the Service from time-to-time to offer you a better experience, enhance security, fix bugs, create new Service offerings, or for any other purpose. We may add or remove features and functionality if we see fit. Basically – if we think the Service can be improved, we will improve it.

## **6. Tell me about the stories that I submit.**

- a. Regarding the Stories, you confirm, represent, and warrant that:
  - i. Use of the Stories does not violate any law (including defamation and libel laws) or infringe any rights of any third party (including Intellectual Property Rights, privacy rights, personality rights, or other rights);
- ii. If the Stories includes any Intellectual Property owned by a third party, you have received permission from that third party that, in turn, allows 72 Fans to use the Stories as described in these Terms;

- iii. No one is suing you or taking any other legal action that could prevent you from granting 72 Fans the right to use the Stories; and no one has threatened to do any of those things either;
  - iv. In relation to our use of the Stories as permitted herein, we have no responsibility to pay guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise; and
  - v. The Stories meet the Community Guidelines.
- b. If we learn of a claim that is inconsistent with your confirmations, representations, or warranties, we will send you a written notice that gives you the necessary details.
- c. 72 Fans takes no responsibility and assumes no liability for any Stories that you post, publish, or print over or using the Service. You shall be solely responsible for your Stories and the consequences of posting, publishing, and printing it, and you agree that we are only acting as a conduit for your distribution and publication of Stories as so permitted on the Service.
- d. You understand and agree that you may be exposed to other party's Stories that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose, and you agree that 72 Fans shall not be liable for any damages you allege to incur as a result. Your sole remedy here is to report the abuse that you see to 72 Fans using the method introduced above.
- e. While we aren't required to, we may review, screen, and delete your Stories at any time if we think it may violate these Terms. You are responsible for the Stories that you send through the Services, including for back up of such content.
- f. If your Story is alleged to be offensive, inappropriate for young people, unlawful or otherwise in breach of these Terms, you agree that 72 Fans may disclose such Stories to law enforcement or other government authorities.

**7. Tell me about ownership of materials on, or submitted through, the Service.**

- a. To begin, it's super important that you understand that, by submitting any Story through the Service, you grant us:
  - i. *Permission to use that Story; You expressly grant to 72Fans a multi-use, transferable, perpetual, irrevocable, non-exclusive (subject to the following first right), worldwide licence to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, and publicly display your Story and your name, voice, and/or likeness as contained in your Story, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, including without limitation for use in connection with the Service and 72Fan's (and its successors' and affiliates') business, including for promoting and redistributing part or all of the Service in any media formats and through any media channels*
  - ii. The first right to develop your Story further, into something like a TV show, a film, a podcast, an online series, a theatre production, a book, or any form of media-based storytelling now known or known in the future ("Production"). This 'first right' means that if you (or someone that approaches you) desires to develop a Production based on your Story, you must first speak with 72Fans ([hello@our72Stories.ca](mailto:hello@our72Stories.ca)) and - for an exclusive period of no less than 90 days - work to strike an agreement with 72Fans related to that Production's development. If 72Fans does not wish to develop the Production or if you cannot come to an agreement with 72Fans within that 90 day period, you may pursue development of the Production without involvement of 72 Fans on the condition that you cannot offer someone else more favourable terms than the terms you offered 72Fans during the negotiations (if such negotiations took place). In this case, you must return to 72Fans to offer the more favourable terms and engage in an additional 90 day negotiation period based on those terms before you can secure an agreement with a third party on the more favourable terms related to the Production.

- b. All materials on the Service are exclusively owned by 72 Fans or other rights holders that permit 72Fans to use the materials on the Service. Any 72 Fans-owned content will always remain the property of the licensors or 72 Fans (as applicable), and you gain no ownership right in such underlying content by using the Service.
- c. For the purposes of section 7b, 72Fans will have no obligation to enter into negotiations to develop your Story (or generally secure rights related to your Story) in situations where your Story and another Story previously posted on the Service or otherwise made available to 72Fans (the “Developed Story”) contain some similar elements.

## **8. What happens to feedback I give to 72 Fans?**

We love to hear from you, and love to implement your feedback. It’s important you understand that if you send us any comments or ideas about the Service (“Ideas”) you agree to the following:

- a. Ideas will automatically become our property.
- b. We do not, and will not ever, need to pay you to use the Ideas.
- c. We can use the Ideas in any way we see fit.
- d. We don’t waive any right to use any similar or related idea that we already created or obtained.

## **9. How does 72 Fans protect my privacy?**

- a. We care about your privacy and always seek to properly collect and use information that is most important to you.
- b. You understand that by using the Services you consent to:
  - i. the collection, use and disclosure of your personally identifiable information and aggregate data as set forth in our Privacy Policy; and
  - ii. having your personal information collected, used, transferred to and processed in the jurisdictions listed in our Privacy Policy.

## **10. How does 72 Fans secure my information?**

72 Fans cares about the integrity and security of your personal information, and we always do our best to keep your personal information protected. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

## **11. What’s the deal with links to other sites?**

- a. The Service might include links to third party websites, advertisers, services (like creating merchandise), special offers, or other events or activities that are not owned or controlled by us. We only control the Service, and we’re not responsible for anything on other sites. We do not endorse or assume any responsibility for third party websites, information, materials, products, or services.
- b. If you access third party websites from the Service, you do so at your own risk, and you understand that these Terms and 72 Fans’ Privacy Policy do not apply to your use of such sites.
- c. You agree that 72 Fans is free from all liability arising from your use of any third-party website, service, or content. Additionally, your dealings with or participation in promotions of advertisers found on the Service, including payment and delivery of goods, and any other terms (such as warranties) are solely between

you and such advertisers. You agree that 72 Fans is not responsible for any loss or damage of any sort relating to your dealings with such advertisers.

## 12. Indemnity

- a. You agree to defend, indemnify, and hold harmless 72 Fans and its subsidiaries, agents, licensors, managers, volunteers, interns, and other affiliated companies, and their employees, contractors, agents, officers and directors (the "72 Fans Parties") from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to legal fees) arising from:
  - i. your use of and access to the Service, including any data or content transmitted or received by you;
  - ii. your violation of any of these Terms, including your breach of any of the representations and warranties above;
  - iii. your violation of any third-party right, including any Intellectual Property Rights;
  - iv. your violation of any applicable law, rule, or regulation;
  - v. any claim or damages that arise because of any of your Stories, or any content that you submit through the Service; or
  - vi. any other party's access and use of the Service with your unique username, password, or other appropriate security code.
- b. If 72 Fans suffers damages or claims relating to your Stories, account, or use of the Service or your violation of these terms, any laws, or any other individual's rights, you are responsible for all costs.

## 13. No Warranty

- a. You use the Service as-is and at your own risk. We do not provide any guarantees with respect to the Service, the content on it, the advertisements on it, or any third party made available on it. Or, as our lawyers put it:
  - i. **The Service is provided on an "as is" and "as available" basis. Use of the Service is at your own risk. To the maximum extent permitted by applicable law, the Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or noninfringement. Without limiting the foregoing the 72 Fans Parties and their licensors do not warrant that the content, including the Stories, is accurate, reliable or correct; that the Service will meet your requirements; that the Service will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Service is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Service is downloaded at your own risk and you will be solely responsible for any damage to your computer system or mobile device or loss of data that results from such download or your use of the service.**
  - ii. **72 Fans does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Service or any hyperlinked website or service, and 72 Fans will not be a party to or in any way monitor any transaction between you and third-party providers of products or services.**

## 14. Limitation of Liability

- a. **To the maximum extent permitted by applicable law, in no event shall 72 Fans Parties or their licensors be liable for any direct, indirect, punitive, incidental, special, consequential or exemplary damages, including damages for loss of profits, goodwill, use, data or other intangible losses, that result from the use of, or inability to use, this Service, including your submission of Stories or Stories. Under no circumstances will 72 Fans be responsible for any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Service or your account or the information contained therein.**

- b. To the maximum extent permitted by applicable law, 72 Fans assumes no liability or responsibility for any of the following:
  - i. errors, mistakes, or inaccuracies of any content;
  - ii. any defamatory or libelous statements made in Stories or Stories;
  - iii. personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our Service;
  - iv. any unauthorized access to or use of our secure servers and/or all personal information stored therein;
  - v. any interruption or cessation of transmission to or from the Service;
  - vi. any bugs, viruses, trojan horses, or the like that may be transmitted to or through our Service by any third party;
  - vii. any errors or omissions in any content or for any loss or damage incurred because of the use of any content posted, emailed, transmitted, or otherwise made available through the Service; and/or
  - viii. Stories, or the defamatory, offensive, or illegal conduct of any third party.
- c. In no event shall 72 Fans, its affiliates, agents, directors, employees, suppliers, or licensors be liable to you for any claims, proceedings, liabilities, obligations, damages, losses, or costs in an amount exceeding the amount you paid to 72 Fans hereunder or \$100.00, whichever is greater. No action, regardless of form or nature, arising out of these Terms may be brought by you or on your behalf more than one year after the cause of action first arose.
- d. Notwithstanding anything to the contrary contained herein, 72 Fans shall not be liable for any damages, costs or losses arising as a result of modifications made to Stories, or other content, any additions or combinations of those materials with other content, or the context in which those materials, or other content is used by you.
- e. This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if 72 Fans has been advised of the possibility of such damage. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.
- f. The Service is controlled and operated from its facilities in the Province of Ontario and under the federal laws of Canada. 72 Fans makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own risk and are entirely responsible for compliance with all applicable Canadian and provincial laws and regulations.

## 15. Digital Millennium Copyright Act (DMCA)

- a. If you are a copyright owner or its agent and believe that any content residing on or accessible through the Services infringes upon your copyrights, you may submit a notification under the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent (the "Designated Agent") with the following information in writing (see 17 U.S.C § 512(c)(3) for further detail):
  - i. Identification of the work or material being infringed.
  - ii. Identification of the material that is claimed to be infringing, including its location, with sufficient detail so that we are capable of finding it and verifying its existence.
  - iii. Contact information for the notifying party (the "Notifying Party"), including name, address, telephone number, and email address.
  - iv. A statement that the Notifying Party has a good faith belief that the material is not authorized by the copyright owner, its agent or law.
  - v. A statement made under penalty of perjury that the information provided in the notice is accurate and that the Notifying Party is authorized to make the complaint on behalf of the copyright owner.
  - vi. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed.
- b. Please also note that the information provided in a notice of copyright infringement may be forwarded to the user who posted the allegedly infringing content. After removing material in response to a valid DMCA notice, 72Fans will notify the user responsible for the allegedly infringing material that it has removed or disabled access to the material. 72Fans will terminate, under appropriate circumstances, users who are repeat

copyright infringers, and 72Fans reserves the right, in its sole discretion, to terminate any user for actual or apparent copyright infringement.

- c. If you believe you are the wrongful subject of a DMCA notification, you may file a counter-notification with 72Fans by providing the following information to the Designated Agent at the address below:
  - i. The specific URLs of material that we have removed or to which we have disabled access.
  - ii. your name, address, telephone number, and email address.
  - iii. The following statement: "I swear, under penalty of perjury, that I have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled."
  - iv. your signature.
- d. Upon receipt of a valid counter-notification, 72Fans will forward it to Notifying Party who submitted the original DMCA notification. The original Notifying Party (or the copyright holder he or she represents) will then have ten (10) days to notify 72Fans that he or she has filed legal action relating to the allegedly infringing material. If 72Fans does not receive any such notification within ten (10) days, 72Fans may restore the material to the Platform.
- e. The contact information for 72Fans' Designated Agent is: Larry Pomerantz, 17 Head St., Hamilton ON Canada L8R 1P8, [hello@our72Stories.ca](mailto:hello@our72Stories.ca)

If you believe that any of your intellectual property rights other than copyrights have been infringed, please e-mail 72Fans at [hello@our72Stories.ca](mailto:hello@our72Stories.ca). 72Fans reserves the right, in its sole and absolute discretion, to suspend or terminate any user who infringes the intellectual property rights of 72Fans or others, and/or to remove, delete, edit or disable access to such person's content. You agree that 72Fans has no liability for any action taken under this section.

## 16. Governing Law

You agree that:

- a. The Service shall be deemed solely based in the Province of Ontario;
- b. The Service shall be deemed a passive one that does not give rise to personal jurisdiction over 72 Fans, either specific or general, in jurisdictions other than Ontario;
- c. These Terms shall be governed by, enforced under and interpreted in accordance with the laws of the Province of Ontario, without respect to its conflict of laws principles; and
- d. If we need to enforce our Intellectual Property Rights against you, you agree to have the issue resolved only in the applicable courts located in or most proximate to the City of Toronto.

## 17. General

- a. Headings, etc. The Section headings in the Terms are included solely for convenience of reference. They are not intended to be complete or accurate descriptions of the section contents and shall not affect the interpretation or be considered a part of these Terms. Any use of the word 'including' in these Terms means 'including but not limited to.'
- b. Survival. Upon termination for any reason or no reason, you continue to be bound by these Terms.
- c. Assignment. The agreement struck herein between you and 72 Fans, and any rights and licences granted hereunder, may not be transferred or assigned by you, but may be assigned by 72 Fans without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.
- d. Notification Procedures and Changes to the Terms.
  - i. 72 Fans may, in its sole discretion, modify or update these Terms from time to time; if we do so in a material way, we will give notice in advance on the Services (including updating the 'last updated' date at the top of the Terms) and email you (if we have access to your email address). Your continued use of the Service after any such change constitutes your acceptance of the

new Terms. If you do not agree to any of these Terms or any future Terms, do not use or access (or continue to access) the Service.

- ii. Subject to its compliance with applicable laws, 72 Fans is permitted to provide notifications, whether such notifications are required by law or legitimate business-related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our website, as determined by 72 Fans in our sole discretion;
  - 1. 72 Fans reserves the right to determine the form and means of providing notifications to our Users, if you may opt out of certain means of notification as described in these Terms;
  - 2. 72 Fans is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us;
- e. Entire Agreement/Severability. These Terms shall constitute the entire agreement between you and 72 Fans concerning the Service. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.
- f. No Waiver. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and 72 Fans' failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.
- g. Contacting You. If we need to contact you about these Terms, you agree to receive electronic messages from us, and that such receipt satisfies all legal requirements as if they were in writing.
- h. Contact Us. Please contact us at [hello@our72Stories.ca](mailto:hello@our72Stories.ca) with any questions regarding these Terms. This section contains terms regarding the ability to transfer rights under these Terms, notification procedures and the interpretation of these terms.