



## WEBSITE TERMS OF USE

### LAST REVISED ON: JUNE 20, 2025

These terms of use (“**Terms**”) apply to all websites operated by OurStoryBridge, Inc., (“**OurStoryBridge**”, “**us**”, “**our**”, and “**we**”) including but not limited to <https://www.ourstorybridge.org/> and [www.ourstorybridgelistsens.org](http://www.ourstorybridgelistsens.org) (collectively, the “**Site**”). The Site is a copyrighted work belonging to OurStoryBridge. Certain features of the Site may be subject to additional guidelines, terms, or rules, which will be posted on the Site in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into these Terms.

THESE TERMS SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE SITE. BY ACCESSING OR USING THE SITE, YOU ARE ACCEPTING THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT), AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT). YOU MAY NOT ACCESS OR USE THE SITE OR ACCEPT THE TERMS IF YOU ARE NOT AT LEAST 18 YEARS OLD. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS AND/OR USE THE SITE.

**PLEASE BE AWARE THAT SECTION 10 (ARBITRATION AGREEMENT) CONTAINS PROVISIONS GOVERNING HOW TO RESOLVE DISPUTES BETWEEN YOU AND OURSTORYBRIDGE. AMONG OTHER THINGS, SECTION 10 (ARBITRATION AGREEMENT) INCLUDES AN AGREEMENT TO ARBITRATE WHICH REQUIRES, WITH LIMITED EXCEPTIONS, THAT ALL DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING AND FINAL ARBITRATION. SECTION 10 (ARBITRATION AGREEMENT) ALSO CONTAINS A CLASS ACTION AND JURY TRIAL WAIVER. PLEASE READ SECTION 10 (ARBITRATION AGREEMENT) CAREFULLY.**

**UNLESS YOU OPT OUT OF THE AGREEMENT TO ARBITRATE WITHIN 30 DAYS: (1) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST US THROUGH BINDING, FINAL ARBITRATION, WITH LIMITED EXCEPTIONS, AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR OTHER REPRESENTATIVE PROCEEDING OR CLASS-WIDE ARBITRATION; AND (2) YOU ARE WAIVING YOUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.**

#### **1. ACCESS TO THE SITE.**

**1.1 License.** Subject to these Terms, OurStoryBridge grants you a non-transferable, non-exclusive, revocable, limited license to use and access the Site solely for your own personal, noncommercial use.

**1.2 Certain Restrictions.** The rights granted to you in these Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site, whether in whole or in part, or any content displayed on the Site; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site; (c) you shall not access the Site in order to build a similar or competitive website, product, or service; and (d) except as expressly stated herein, no part of the Site may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality of the Site shall be subject to these

Terms. All copyright and other proprietary notices on the Site (or on any content displayed on the Site) must be retained on all copies thereof.

**1.3 Modification.** OurStoryBridge reserves the right, at any time, to modify, suspend, or discontinue the Site (in whole or in part) with or without notice to you. You agree that OurStoryBridge will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Site or any part thereof.

**1.4 No Support or Maintenance.** You acknowledge and agree that OurStoryBridge will have no obligation to provide you with any support or maintenance in connection with the Site.

**1.5 Ownership.** You acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Site and its content are owned by OurStoryBridge or OurStoryBridge's suppliers. Neither these Terms (nor your access to the Site) transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in Section 1.1. OurStoryBridge and its suppliers reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms.

**2. FEEDBACK.** If you provide OurStoryBridge with any feedback or suggestions regarding the Site ("Feedback"), you hereby assign to OurStoryBridge all rights in such Feedback and agree that OurStoryBridge shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. OurStoryBridge will treat any Feedback you provide to OurStoryBridge as non-confidential and non-proprietary. You agree that you will not submit to OurStoryBridge any information or ideas that you consider to be confidential or proprietary.

**3. INDEMNIFICATION.** You agree to indemnify and hold OurStoryBridge (and its officers, employees, and agents) harmless from and against any and all damages, losses, judgments, costs and expenses (including, without limitation, attorneys' fees) relating to any claim or demand made by any third party due to or arising out of (a) your use of the Site, (b) your violation of these Terms; or (c) your violation of applicable laws or regulations. OurStoryBridge reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of OurStoryBridge. OurStoryBridge will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

#### **4. THIRD-PARTY LINKS, APPLICATIONS & ADS; OTHER USERS.**

**4.1 Third-Party Links, Applications & Ads.** The Site may contain links to third-party websites and services, applications and/or display advertisements for third parties (collectively, "**Third-Party Links, Applications & Ads**"). Such Third-Party Links, Applications & Ads are not under the control of OurStoryBridge, and OurStoryBridge is not responsible for any Third-Party Links, Applications & Ads. OurStoryBridge provides access to these Third-Party Links, Applications & Ads only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links, Applications & Ads. You use all Third-Party Links, Applications & Ads at your own risk, and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links, Applications & Ads, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links & Ads.

**4.2 Release.** You hereby release and forever discharge OurStoryBridge (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Site (including any interactions with, or act or omission of, other Site users or any Third-Party Links, Applications & Ads). If you are a California resident, you hereby waive California Civil Code 1542 in connection with the foregoing, which states, “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

## **5. DISCLAIMERS.**

THE SITE IS PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, AND OURSTORYBRIDGE (AND OUR SUPPLIERS) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE SITE WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SITE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

## **6. LIMITATION ON LIABILITY.**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL OURSTORYBRIDGE (OR OUR SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SITE, EVEN IF OURSTORYBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SITE IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THESE TERMS OR THE SITE (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF FIFTY US DOLLARS (U.S. \$50). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THESE TERMS.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**7. TERM AND TERMINATION.** Subject to this section, these Terms will remain in full force and effect while you use the Site. We may suspend or terminate your rights to use the Site at any time for any reason at our sole discretion, including for any use of the Site in violation of these Terms. Upon termination of your rights under these Terms, your right to access and use the Site will terminate immediately. OurStoryBridge will not have any liability whatsoever to you for any termination of your rights under these Terms. Even after your rights under these Terms are terminated, the following provisions of these Terms will remain in effect: Sections 1.2-1.5, 3 –11.

## **8. COPYRIGHT POLICY.**

OurStoryBridge respects the intellectual property of others and asks that users of our Site do the same. In connection with our Site, we have adopted and implemented a policy respecting copyright law that provides for the removal of any infringing materials and for the termination, in appropriate circumstances, of users of our online Site who are repeat infringers of intellectual property rights, including copyrights. If you believe that any material on our Site is unlawfully infringing the copyright(s) in a work, and wish to have the allegedly infringing material removed, the following information in the form of a written notification (pursuant to 17 U.S.C. § 512(c)) must be provided to our designated Copyright Agent:

1. your physical or electronic signature;
2. identification of the copyrighted work(s) that you claim to have been infringed;
3. identification of the material on our Site that you claim is infringing and that you request us to remove;
4. sufficient information to permit us to locate such material;
5. your address, telephone number, and e-mail address;
6. 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
7. 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.

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.

The designated Copyright Agent for OurStoryBridge is:

Designated Agent: Jerry Y. Huntley

Address of Agent: 910 M Street NW, Apartment 414 Washington, DC 20001

Telephone: 410-353-6372

Email: [createyourstoryproject@gmail.com](mailto:createyourstoryproject@gmail.com)

**9. DONATIONS.** You may make a donation online by clicking on the “DONATE” button on the Site. Donations made through the Site are processed on our behalf by a “**Third-Party Processor**”. When you make a donation, you agree to be bound by the Third-Party Processor's terms and policies. OurStoryBridge is not responsible for the content of any Third-Party Processor's site, or for processing any payments. Donations can be made by debit or credit card (“**Payment Card**”) or by using an account you hold with a Third-Party Processor, as applicable. You hereby consent and authorize OurStoryBridge and the applicable Third-Party Processor to share any information and payment instructions you provide with

one or more Third-Party Processor(s) to the extent required to complete your transactions. You acknowledge that your Payment Card issuing bank, or the Third-Party Processor may charge you a fee in connection with processing the payment for your donation. You agree and acknowledge that OurStoryBridge is not responsible for any such fees. Except in cases of fraud, your donation cannot be canceled or returned once it has been completed. If you become aware of any fraudulent use of your debit card, credit card, or any other payment account, you should review the applicable agreement for the payment account to identify appropriate actions to take. No goods or services will be provided in return for your donation.

## 10. ARBITRATION AGREEMENT.

**10.1 Applicability of Arbitration Agreement.** Subject to the terms of this Arbitration Agreement (“**Arbitration Agreement**”), you and OurStoryBridge agree that any disagreement, controversy, or claim arising out of or relating in any way to your access to or use of the Site (each, a “**Dispute**”) will be resolved by binding arbitration, rather than in court, except that: (1) you and OurStoryBridge may assert claims or seek relief in small claims court if such claims qualify and remain in small claims court; and (2) you or OurStoryBridge may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). For purposes of this Arbitration Agreement, “Dispute” will also include disputes that were not noticed or that involve facts occurring before the existence of this or any prior versions of these Terms as well as claims that may arise after the termination of these Terms.

**10.2 Informal Dispute Resolution.** There might be instances when a Dispute arises between you and OurStoryBridge. If that occurs, OurStoryBridge is committed to working with you to reach a prompt, low-cost and mutually beneficial resolution. You and OurStoryBridge agree to participate in good faith informal efforts to resolve Disputes before starting an arbitration or initiating an action in small claims court (“**Informal Dispute Resolution**”). You and OurStoryBridge agree that as part of these efforts, either party has the option to ask the other to meet and confer telephonically (“**Informal Dispute Resolution Conference**”). If you are represented by counsel, your counsel may participate in the conference, but you must also personally participate.

To initiate Informal Dispute Resolution, a party must give notice in writing to the other party (“**Notice**”). Such Notice to OurStoryBridge should be sent by email to [createyourstoryproject@gmail.com](mailto:createyourstoryproject@gmail.com) or regular mail to our offices located at 910 M Street NW, Apartment 414, Washington, DC 20001. The Notice must include: (1) your name, telephone number, mailing address, and e-mail address associated with your account (if you have one); (2) the name, telephone number, mailing address and e-mail address of your counsel, if any; and (3) a description of the Dispute. OurStoryBridge will send Notice, including a description of the Dispute, to your email address or regular address on file, if applicable. It is your responsibility to ensure your email and regular address are correct and remain up to date.

The Informal Dispute Resolution process lasts 45 days and is a mandatory precondition to commencing arbitration. During this period, either party has the option to ask the other to participate in an Informal Dispute Resolution Conference as part of a good faith effort to resolve the Dispute. The Informal Dispute Resolution Conference shall be individualized such that a separate conference must be held each time either party initiates a Dispute, even if the same law firm or group of law firms or organizations represents multiple users in similar cases, unless all parties agree; multiple individuals initiating a Dispute cannot participate in the same Informal Dispute Resolution Conference unless all parties agree.

The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in Informal Dispute Resolution.

**10.3 Waiver of Jury Trial. YOU AND OURSTORYBRIDGE HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY.** You and OurStoryBridge are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in the Section 10.1 (Applicability of Arbitration Agreement). There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

**10.4 Waiver of Class and Other Non-Individualized Relief. EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, OR REPRESENTATIVE BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE.** Subject to this Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party's individual claim. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under the Section 10.9 (Batch Arbitration). Notwithstanding anything to the contrary in this Arbitration Agreement, if a final decision, not subject to any further appeal or recourse, determines that the limitations of this section, are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and OurStoryBridge agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or federal courts located in the District of Columbia. All other Disputes shall be arbitrated or litigated in small claims court. This subsection does not prevent you or OurStoryBridge from participating in a class-wide or mass settlement of claims.

**10.5 Rules and Forum.** This Agreement evidences a transaction involving interstate commerce; and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.*, will govern the interpretation and enforcement of this Arbitration Agreement, including the procedures governing Batch Arbitration, and any arbitration proceedings held pursuant to this Arbitration Agreement. If Informal Dispute Resolution does not resolve satisfactorily within forty-five (45) days after receipt of a Notice, you and OurStoryBridge agree that either party shall have the right to finally resolve the Dispute through binding arbitration.

The arbitration will be administered by the National Arbitration & Mediation ("NAM") in accordance with the NAM Comprehensive Dispute Resolution Rules and Procedure (the "**NAM Rules**") in effect at the time of arbitration, except as supplemented, where applicable, by the NAM Mass Filing Supplemental Dispute Resolution Rules and Procedures (the "**NAM Mass Filing Rules**"), and as modified by this Arbitration Agreement. The NAM Rules are currently available at <https://www.namadr.com/resources/rules-fees-forms/>.

A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the "**Request**"). The Request must include: (1) the name, telephone number, mailing address, e-mail address of the party seeking arbitration, and the account username (if applicable), as well as the email address associated with any applicable account; (2) a statement of the legal claims being asserted and the factual bases of those claims; (3) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy in United States Dollars; (4) a statement certifying completion of the Informal Dispute Resolution process as described above; and (5) evidence that the requesting party has paid any necessary filing fees in connection with such arbitration. Any Request you send to OurStoryBridge should be sent by email to [createyourstoryproject@gmail.com](mailto:createyourstoryproject@gmail.com) or regular mail to our offices located at 910 M Street NW, Apartment 414 Washington, DC 20001. OurStoryBridge will provide the Request to your email address on file, if applicable.

If the party requesting arbitration is represented by counsel, the Request shall also include counsel's name, telephone number, mailing address, and email address. Such counsel must also sign the Request. By signing the Request, counsel certifies to the best of counsel's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that, consistent with the standards set forth in Federal Rule of Civil Procedure 11(b): (1) the Request is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery ("**Counsel's Certification**").

Unless you and OurStoryBridge otherwise agree, or the Batch Arbitration process discussed in subsection 10.9 is triggered, the arbitration will be conducted in the District of Columbia. Subject to the NAM Rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of arbitration. If NAM is not available to arbitrate, the parties will select an alternative arbitral forum. Your responsibility to pay any NAM fees and costs will be solely as set forth in the applicable NAM fee schedules (the "**Fee Schedules**").

You and OurStoryBridge agree that all materials and documents exchanged during the arbitration proceedings shall be kept confidential and shall not be shared with anyone except the parties' attorneys, accountants, or business advisors, and then subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential.

You and OurStoryBridge agree that at least 14 days before the date set for an arbitration hearing, any party may serve an offer in writing upon the other party to allow judgment on specified terms. If the offer made by one party is not accepted by the other party, and the other party fails to obtain a more favorable award, the other party shall not recover any post-offer costs to which they otherwise would be entitled and shall pay the offering party's costs from the time of the offer.

**10.6 Arbitrator.** The arbitrator will be either a retired judge or an attorney licensed to practice law in the District of Columbia and will be selected by the parties from NAM's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within thirty-five (35) days of delivery of the Request, then NAM will appoint the arbitrator in accordance with NAM Rules, provided that if the Batch Arbitration process under subsection 10.9 is triggered, NAM, without soliciting input or feedback from any party, will appoint the arbitrator for each batch.

**10.7 Authority of Arbitrator.** The arbitrator shall have exclusive authority to resolve any Dispute, including, without limitation, disputes regarding the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except that all Disputes regarding the subsection entitled "Waiver of Class and Other Non-Individualized Relief," including any claim that all or part of the subsection entitled "Waiver of Class and Other Non-Individualized Relief" is unenforceable, illegal, void or voidable, or that such subsection entitled "Waiver of Class and Other Non-Individualized Relief" has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator. The arbitrator shall have the authority to grant motions dispositive of all or part of any Dispute. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction.

**10.8 Attorneys' Fees and Costs.** The parties shall bear their own attorneys' fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the



Request was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). To the extent, following a presentation on the merits, on its own motion or a party's, and after affording a reasonable opportunity to respond, an arbitrator determines that a party who commenced arbitration did not bring its claim(s) consistent with Counsel's Certification and the standards set forth in Federal Rule of Civil Procedure 11(b), the arbitrator shall, as part of its award, impose sanctions by ordering that the initiating party who made the arbitration Request reimburse the responding party for all arbitration fees and costs the responding party incurred under the Fee Schedules.

**10.9 Batch Arbitration.** To increase the efficiency of administration and resolution of arbitrations, you and OurStoryBridge agree that in the event that there are twenty-five (25) or more individual Requests of a substantially similar nature filed against OurStoryBridge by or with the assistance of the same law firm, group of law firms, or organizations ("**Claimants' Counsel**"), within a ninety (90) day period, NAM shall (1) administer the arbitration demands in batches of 100 Requests per batch (or, if between twenty-five (25) and ninety-nine (99) individual Requests are filed, a single batch of all those Requests, and, to the extent there are fewer than 100 Requests remaining after the batching described above, a final batch consisting of the remaining Requests); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch on a consolidated basis with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place Claimants' Counsel may select, so long as there is a reasonable basis for the selection, or, if Claimants' Counsel does not have a preference or the arbitrator determines the selection is unreasonable, by the arbitrator, and one final award, which will provide for any and all relief to which the arbitrator determines each individual party is entitled ("**Batch Arbitration**"). NAM shall administer all batches concurrently, to the extent possible.

All parties agree that Requests are of a "substantially similar nature" if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issue(s) and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise NAM, and NAM shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process ("**Administrative Arbitrator**"). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator's fees shall be paid by OurStoryBridge.

You and OurStoryBridge agree to cooperate in good faith with NAM to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings.

This Batch Arbitration provision shall in no way be interpreted as authorizing or creating a class, collective, and/or representative arbitration or action of any kind, except as expressly set forth in this provision, and nothing about the Batch Arbitration process will preclude any party from participating in any arbitration administered according to that process.

**10.10 30-Day Right to Opt Out.** You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to: [createyourstoryproject@gmail.com](mailto:createyourstoryproject@gmail.com), within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, the email address you used to set up your account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of these Terms will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements



that you may currently have with us, including any previous versions of this Arbitration Agreement to which you agreed, and has no effect on any arbitration agreements with us you may enter in the future.

**10.11 Invalidity, Expiration.** Except as provided in the subsection entitled “Waiver of Class or Other Non-Individualized Relief,” if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed, and the remainder of the Arbitration Agreement shall continue in full force and effect. However, if Section 10.9 of this Arbitration Agreement is found under the law to be invalid or unenforceable then, in that case, the entire Arbitration Agreement shall be void, and the parties agree that all Disputes will be heard in the state or federal courts located in the District of Columbia. You further agree that any Dispute that you have with OurStoryBridge as detailed in this Arbitration Agreement must be initiated via arbitration within the applicable statute of limitation for that claim or controversy, or it will be forever time barred. Likewise, you agree that all applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction.

**10.12 Modification.** You and we agree that OurStoryBridge retains the right to modify this Arbitration Clause in the future. Any such changes will be posted at <https://www.ourstorybridge.org/> and you should check for updates regularly. Notwithstanding any provision in these Terms to the contrary, we agree that if OurStoryBridge makes any future material change to this Arbitration Agreement, it will notify you. Your continued use of the Site following the posting of changes to this Arbitration Agreement, constitutes your acceptance of any such changes. Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you have previously agreed to a version of these Terms and did not validly opt out of arbitration. OurStoryBridge will continue to honor any valid opt outs of the Arbitration Agreement that you made to a prior version of this Agreement.

## **11. GENERAL.**

**11.1 Changes.** These Terms are subject to occasional revision, and if we make any substantial changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us (if any), and/or by prominently posting notice of the changes on our Site. You are responsible for providing us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Any changes to these Terms will be effective upon the earlier of thirty (30) calendar days following our dispatch of an e-mail notice to you (if applicable) or thirty (30) calendar days following our posting of notice of the changes on our Site. These changes will be effective immediately for new users of our Site. Continued use of our Site following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

**11.2 International Users.** The Site may be accessed from countries around the world and may contain references to services that are not available in your country. These references do not imply that OurStoryBridge intends to announce such service in your country. The Site is controlled and offered by OurStoryBridge from its facilities in the United States of America. OurStoryBridge makes no representations that the Site is appropriate or available for use in other locations. Those who access or use the Site from other countries do so at their own volition and are responsible for compliance with local law.

**11.3 Export.** The Site may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from OurStoryBridge, or any products utilizing such data, in violation of the United States export laws or regulations.

**11.4 Disclosures.** OurStoryBridge is located at the address in Section 11.8. If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Product of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

**11.5 Electronic Communications.** The communications between you and OurStoryBridge use electronic means, whether you use the Site or send us emails, or whether OurStoryBridge posts notices on the Site or communicates with you via email. For contractual purposes, you (a) consent to receive communications from OurStoryBridge in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that OurStoryBridge provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in a hardcopy writing. The foregoing does not affect your non-waivable rights.

**11.6 Entire Terms.** These Terms constitute the entire agreement between you and us regarding the use of the Site. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word “including” means “including without limitation”. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to OurStoryBridge is that of an independent contractor, and neither party is an agent or partner of the other. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without OurStoryBridge’s prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. OurStoryBridge may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

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**11.8 Contact Information:**

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