

TO BE TRANSLATED INTO STUDENT'S HOME LANGUAGE

**STORYCORPS.COM  
INFORMED CONSENT AND RELEASE**

I, the undersigned parent/legal guardian, hereby understand that CPS is utilizing the services of StoryCorps.me, an online site that offers a global platform for listening, connecting and sharing stories about the human experience and provides tools for conducting interviews. I also understand that as part of this activity my child may be posting his/her name, image, likeness, spoken words, student work, performance and movement and/or other personal and/or personally identifiable information, in any form (hereinafter collectively referred to as "Works"), and displaying, publishing, distributing or exhibiting these Works or any part thereof on the Internet and that all or part of these submissions may be viewed, accessed or otherwise seen by members of the general public.

I also understand that my child, who is at least thirteen (13) years of age will be accessing the site and I hereby give consent for my child to be registered to use the services of the StoryCorps.me website and agree to be bound by the StoryCorps.me Terms of Use in connection with my child's use of the services. I further acknowledge that I and my child have read the privacy policy and terms of use of StoryCorps.me which are attached to this release. I further hereby acknowledge and agree that the City of Cambridge, Cambridge School Committee and Cambridge Public Schools do not own or control StoryCorps.me and any of my child's Works that are posted on or through this website shall be managed and controlled by StoryCorps.me in accordance with its privacy policy and terms of use,

By entering into this informed consent and release and granting the permission as stated herein, I am expressly authorizing my child to participate, use and submit Works for posting on StoryCorps.me. I also am expressly authorizing the Cambridge Public Schools to use, in whole or in part, my child's Works in connection with StoryCorps.me, including without limitation, the posting of these Works on or through StoryCorps.me. I further understand that neither the City of Cambridge, Cambridge School Committee and/or Cambridge Public Schools and/or their respective officers, directors, agents and/or employees shall compensate either me or my child in connection with the posting of the Works on or through StoryCorps.me.

By entering into this informed consent and release and granting the permission as stated herein, I also am releasing the City of Cambridge, Cambridge School Committee and Cambridge Public Schools and their respective officers, directors, agents and/or employees from and against any and all liability, loss, damage, costs, claims and/or causes of action arising out of or related to my Child's Works being posted on or through StoryCorps.me, and/or for my child participating and using StoryCorps.me. I have read this Informed Consent and Release and understand its terms. I sign it voluntarily and with full knowledge of its significance.

Child's Name: \_\_\_\_\_ Grade: \_\_\_\_\_

Child's Signature: \_\_\_\_\_ Homeroom Teacher: \_\_\_\_\_

Parent/Guardian's Name: \_\_\_\_\_

Parent/Guardian's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Important: Please carefully read these terms and conditions of use (“Terms of Use”) before using any of the Services because they form a legally binding agreement between you and StoryCorps, Inc. (“StoryCorps”). These Terms of Use include limitations of liability, an arbitration clause, which limits your right to seek relief in a court of law, and other important information about your rights, obligations and age and ability to consent.

## **StoryCorps Mobile Application and StoryCorps.me Terms of Use**

Effective date: November 5, 2015

Welcome to the StoryCorps Mobile Application and StoryCorps.me.

### **1. Acceptance**

1. By using or accessing the StoryCorps Mobile Application (the “App”) and/or website currently available at <http://www.storycorps.me> (the “Site”), and all related software, data feeds, widgets, materials, content and any other services or products available on or through the Site and/or App (collectively, the “Services”), you are agreeing to be bound by these Terms of Use and to abide by and comply with the terms set forth herein.
2. You represent and warrant that you are either (1) at least 18 years of age and are fully able and competent to enter into these Terms of Use;(2) an emancipated minor and are fully able and competent to enter into these Terms of Use; or (3) at least 13 years of age and your legal parent(s) or guardian(s) consent to your registration for the Services and agree to be bound by these Terms of Use in respect of your use of the Services. The Services are not intended for children under 13. If you are under 13 years of age, then please do not use the Services.
3. If you are using the Services on behalf of an entity, such as a company or an organization (each, an “Entity”), then you represent to us that you have the power and authority to bind such Entity to these Terms of Use.
4. You must agree to and accept these Terms of Use prior to using the Services. If you do not agree to any of these Terms of Use, you are prohibited from using or accessing the Services.
5. For purposes of these Terms of Use, the terms “we,” “us” and “our” refer to StoryCorps. “You” refers to you, as a user of the Services. If you are using the Services on behalf of an Entity, then the term “You” shall be deemed to include such Entity.

### **2. Account**

1. In order to access some features of the Services, you will have to create an account and choose a username. Usernames must not violate the rights of any third parties. When creating your account, you must provide accurate, current and complete information and you agree to update your information as necessary to maintain its truth and accuracy. You agree that you will not create an account

for anyone other than yourself, unless you are a representative of an Entity with express authorization from an officer of such Entity to create an account on behalf of such Entity.

2. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure, except that with respect to accounts created on behalf of an Entity, you may share your account information with other authorized users of the Entity. You must notify StoryCorps immediately of any breach of security or unauthorized use of your account. You may be liable for losses of StoryCorps or others due to such unauthorized use. StoryCorps will not be liable for your losses if such losses are caused by any unauthorized use of your account.
  3. StoryCorps does not recognize the transfer of accounts. You may not purchase, sell, gift or trade any account, or offer to purchase, sell, gift or trade any account, and any such attempt shall be null and void.
  4. YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL HAVE NO OWNERSHIP OR OTHER PROPERTY INTEREST IN ANY ACCOUNT STORED OR HOSTED ON THE SERVICES. ALL RIGHTS IN AND TO SUCH ACCOUNTS ARE AND WILL FOREVER BE OWNED BY AND INURE SOLELY TO THE BENEFIT OF STORYCORPS.
  5. Any personal information you chose to provide while registering or in otherwise using the Services will be treated in accordance with our Privacy Policy. StoryCorps does not knowingly collect, solicit or store personal information from anyone under the age of 13. If you believe we might have any information from or about a child under 13, please contact us at [legal@storycorps.org](mailto:legal@storycorps.org).
3. Limited License
1. Subject to your agreement and to your continuing compliance with these Terms of Use, StoryCorps grants you a personal, non-exclusive, non-assignable and non-transferable license to access and use the Services for your personal and non-commercial use only. You may not use the Services for any other purpose or in any way that breaches these Terms of Use or any other agreement applicable to the Services.
4. License Limitations.
1. You agree that you will not:
    1. alter, modify, duplicate, decompile, reverse engineer, disassemble or decode (including any underlying idea or algorithm) any part of the Services, or attempt to do any of the same;
    2. use the Services in any way that violates, plagiarizes, misappropriates or infringes the rights of third parties, including without limitation, rights of copyright, trademark, privacy or publicity;
    3. use the Services in any way that violates, breaches or is contrary to any applicable law, rules, regulation, court order or is otherwise illegal or unlawful in StoryCorps' reasonable opinion;

4. use the Services to impersonate or attempt to impersonate StoryCorps, a StoryCorps employee, another user or any other person or Entity or otherwise misrepresent yourself;
  5. use the Services for harassing, unethical or disruptive purposes or use the Services in any way that is indecent, offensive, abusive, libelous, defamatory, obscene, racist, sexually explicit or in a manner to incite hatred on grounds of race, gender, religion or sexual orientation or in any other manner objectionable in StoryCorps' reasonable discretion;
  6. exploit the Services for any commercial purpose, including without limitation, the sale of access to the Services or the sale of advertising, sponsorships or promotions placed on or within the Services or User Content (as defined below);
  7. use, reproduce or remove any copyright, trademark, trade names, slogan, logos, images, service marks or other proprietary notations displayed on or through the Services without prior written permission from StoryCorps;
  8. use the Services in any manner that could disable, overburden, damage, disrupt or interfere with the Services, any other party's use of the Services or use any device, software or routine that causes the same;
  9. circumvent, remove, alter, deactivate, disable, degrade, thwart or otherwise interfere with any security-related technological measure or content protections of the Services;
  10. use or launch any robot, spider, crawlers or other automatic device, process, software or queries that intercepts, "mines," scrapes or otherwise accesses the Services to monitor, extract, copy or collect information from or through the Services, or any manual process to do the same;
  11. introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful;
  12. use the Services in any way that would affect StoryCorps adversely or reflect negatively on StoryCorps, the Services, StoryCorps' reputation or goodwill, or its employees or moderators; or
  13. use the Services in any way that breaches these Terms of Use.
5. Any use of the Services in violation of the above limitations will be regarded as an infringement of StoryCorps' rights.
  6. User Content
    1. Any and all content, including any communications, images, sounds and all materials or information, that you submit (e.g. by uploading or transmitting) to StoryCorps (collectively, "User Content") shall be deemed, and shall remain, your property from the moment of creation. You will be solely responsible for your own User Content and the consequences of uploading, submitting, distributing and publishing your User Content on the Services. You affirm, represent and warrant that you exclusively own or have the necessary licenses, rights, consents and permissions to publish any User Content you submit.

2. You will not, directly or indirectly, upload, post, or submit User Content that:
  1. infringes any patent, trademark, trade secret, copyright, moral right, right of publicity, right of privacy, or other right of any other person or entity or violates any law or contractual duty (see our Notice of Infringement – DMCA policy below); for example, by reproducing songs, poems, articles, logos, trademarks, pictures, photos, music or other material that is not owned by you or which you do not have a license to reproduce on the Services;
  2. you know is false, misleading, untruthful or inaccurate;
  3. constitutes unauthorized or unsolicited advertising, junk or bulk email; or
  4. is subject to any obligation or condition (including under any “open source” license such as the GNU Public License, Lesser GNU Public License, or Mozilla Public License) that could require or condition the use or distribution of such User Content or portion thereof on (i) the disclosure, licensing, or distribution of any source code for any portion of such User Content, or (ii) the granting to licensees of the right to make derivative works or other modifications to such User Content or portions thereof; or
  5. includes anyone’s identification documents or sensitive financial information.
3. You will remain the owner of the User Content but, by submitting and uploading User Content to the Services, you grant StoryCorps a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, fully paid up, transferable license (with the right to sublicense) to download, use, practice, copy, reproduce, distribute, transmit, broadcast, stream, sell, disclose, prepare derivative works of, edit, display, publish, adapt, re-format, make available, perform, provide access to, communicate to the public and otherwise exploit your User Content in connection with the Services and StoryCorps’ (and its affiliates’ and partners’ and their respective successors) business, including without limitation for promoting and redistributing part or all of the User Content in any media now known or hereafter invented for all purposes permitted by law, including commercial purposes (including, without limitation, advertising, promotional or other marketing materials). You also grant each user of the Services a non-exclusive, worldwide license to access your User Content through the Services and to use, reproduce, distribute, display and perform such User Content as permitted through the functionality of the Services and under these Terms of Use. To the extent permitted by applicable laws, you waive any moral rights or similar rights you may have in any User Content.
4. You acknowledge and agree that StoryCorps cannot and does not monitor or pre-screen the User Content created or uploaded and none of StoryCorps, its affiliates, and their respective employees, agents, directors and officers has any obligation, and does not undertake or assume any duty to review User Content that is inappropriate, that does or might infringe any third party rights or has

otherwise been uploaded in breach of these Terms of Use or applicable law. Notwithstanding the fact that StoryCorps has no legal obligation to monitor the User Content, StoryCorps reserves the right to block, remove or delete any User Content at any time, with or without notice, and to limit or restrict access to any User Content, for any reason without liability and limitation.

5. StoryCorps does not endorse any User Content submitted to the Services by any user or other licensor, or any opinion, recommendation or advice expressed therein, and StoryCorps expressly disclaims any and all liability in connection with User Content.
6. You acknowledge and agree that you have no expectation of privacy concerning the transmission of any User Content.
7. Data and Intellectual Property Ownership
  1. As between StoryCorps and you, StoryCorps owns all rights, title and interest in and to the Services and all of the content that appears on the Services, other than User Content. Except for the limited license granted to you in Section III above, you agree that you have no right, title or interest in or to the Services.
  2. Except for any User Content, any and all other software (including source code), logos, icons, the Site's and the App's "look and feel," text, graphics, images, video clips, sound clips, content, notices, data, page layout, selection and arrangement of the content, copyrights, patents, trade secrets, trademarks and other intellectual property rights therein shall be owned solely and exclusively by StoryCorps and/or its licensors and are protected by United States and international copyright, trade secret or other intellectual property laws and treaties. StoryCorps and its licensors reserve all rights in connection with the Services and its content (other than User Content), including, without limitation, the exclusive right to create derivative works therefrom.
  3. The STORYCORPS name and logo and all related names, logos, product and service names, designs and slogans are trademarks of StoryCorps, its affiliates or its licensors. Other names, logos, product and service names, designs and slogans that appear on the Services are the property of their respective owners, who may or may not be affiliated with, connected to or sponsored by StoryCorps. Unless otherwise indicated, any images of persons, personalities or products contained on the Services are not an indication or endorsement by StoryCorps or our services and products.
8. Third Party Content
  1. The Services may contain links to or make use of third party websites, databases, networks, servers, information, software, programs, systems, directories, applications, products, application program interfaces or services that are not owned or controlled by StoryCorps (collectively, "Third-Party Sites"). For example, the Services may make use of SoundCloud Limited's API (application program interface) to store and retrieve audio recordings uploaded by users. Additionally, StoryCorps may share content received from or through the Services with the U.S. Library of Congress for archiving purposes. Any use of

Third-Party Sites is subject to the terms of use enforced by such third party. YOUR USE OF ANY SUCH THIRD-PARTY SITES IS AT YOUR OWN RISK. None of the StoryCorps Parties (defined below) shall be responsible or liable, directly or indirectly, for any damage or loss caused, alleged to be caused by or in connection with the use of, inability to use or reliance on any such content, goods or services available on any and all Third-Party Sites. To clarify, though these Terms of Use reference SoundCloud Limited and the U.S. Library of Congress expressly, they are merely examples of Third-Party Sites which may be accessible via the Services, and this Section applies to any and all Third-Party Sites, even if not expressly named herein.

9. Digital Millennium Copyright Act

1. StoryCorps does not permit copyright infringing activities and infringement of intellectual property rights on the Services, and StoryCorps will remove any and all User Content if properly notified that such User Content infringes on another's intellectual property rights.
2. Anyone who believes that his or her work has been reproduced in the Services in a manner which constitutes copyright infringement may submit a notification to StoryCorps' copyright agent in accordance with the Digital Millennium Copyright Act (the "DMCA"), by providing the following information in writing:
  1. identification of the copyrighted work that is claimed to be infringed;
  2. identification of the allegedly infringing material that is requested to be removed, including a description of where it is located on the Services;
  3. information for our copyright agent to contact you (such as an address, telephone number and email address);
  4. a statement that you have a good faith belief that the identified, allegedly infringing use is not authorized by the copyright owners, its agent or the law;
  5. a statement that the information above is accurate and, under penalty of perjury, that you are the copyright owner or the authorized person to act on behalf of the copyright owner; and
  6. a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright or of an exclusive right that is allegedly infringed.
3. If you are asserting infringement of an intellectual property right other than copyright, please specify the intellectual property right at issue (for example, "trademark") by noting this in your written notice. You acknowledge that if you fail to comply with all of the requirements for a notice of infringement as specified above, your DMCA notice may not be valid.
4. Notices of copyright infringement claims should be sent by mail to StoryCorps, Attn: Copyright Agent, 80 Hanson Place, Brooklyn, NY 11217; or by email to [copyright@storycorps.org](mailto:copyright@storycorps.org). StoryCorps will respond expeditiously to claims of copyright infringement using the Services that are reported to StoryCorps' copyright agent in the notification explained above. It is StoryCorps' policy, in

appropriate circumstances and at its discretion, to disable or terminate the accounts of users who repeatedly infringe copyrights or other intellectual property rights of others.

5. If you believe that your User Content that was removed (or to which access was disabled) after StoryCorps received a notice of copyright infringement is not actually infringing, or that you have the authorization from the copyright owner, the copyright owner's agent or pursuant to the law to post and use the content in your User Content, you may send a counter-notice containing the following information to StoryCorps' copyright agent:
    1. your physical or electronic signature (with your full legal name);
    2. identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
    3. a statement that you have a good faith belief, under penalty of perjury, that the content was removed or disabled as a result of mistake or a misidentification of the content; and
    4. your name, address, telephone number and email address, and a statement that you will accept service of process from the person who provided the original notification of the alleged infringement.
  6. If a counter-notice is received by StoryCorps' copyright agent, StoryCorps may send a copy of the counter-notice to the original complaining party informing that person that StoryCorps may replace the removed content or cease disabling it. At StoryCorps' sole discretion, unless the original complaining party files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 business days after receipt of the counter-notice.
  7. Please understand that filing a counter-notification may lead to legal proceedings between you and the complaining party to determine ownership. Be aware that there may be adverse legal consequences in your country if you make a false or bad faith allegation by using this process.
  8. Further information on the DMCA can be found in 17 U.S.C. 512 or on the United States Copyright Office website at <http://www.copyright.gov/legislation/dmca.pdf>.
10. Public Beta Stage
1. The Services are currently in the beta-stage of its development. We may ask you from time to time during the beta period for your input and feedback regarding the Services, or for other information relating to your experiences and practices relating to the Services. Any such input, feedback or information you provide will become our property and you hereby assign to us all rights you may have in such input, feedback and information. We may use such input, feedback and information for our internal business purposes and generally for any legal purposes, including without limitation, to improve the Services.
11. Mobile and Other Devices



1. StoryCorps currently provides the Services for free, but please be aware that your carrier's normal rates and fees (such as text messaging, data charges or roaming fees) will still apply.
2. Downloading, installing or using the App may be prohibited or restricted by your network provider and not all of the Services may work with your network provider or device.

## 12. Termination

1. These Terms of Use are effective until terminated. You may terminate your account at any time by discontinuing your use of the Services and deleting your user account.
2. StoryCorps reserves the right to terminate these Terms of Use, and/or temporarily or permanently suspend, withdraw or restrict your access to some or all of your user account and/or the Services, at any time, effective immediately, with or without notice, for any or no reason whatsoever. If StoryCorps terminates or restricts your use and access of the Services, then you must immediately stop using all portions of the Services, and delete the App from your mobile device. The provisions of this Section shall survive any termination of these Terms of Use.
3. IMPORTANT: Please note that even if your account has been terminated, any and all User Content uploaded to your account at any time prior to the termination date may be retained, distributed, performed or used by StoryCorps and its third-party partners (including SoundCloud Limited and the U.S. Library of Congress) indefinitely.
4. Despite the foregoing, StoryCorps has no obligation to retain your User Content and may, at its sole discretion, decide to delete your User Content from the Services after your account is terminated. Therefore, you are advised to save or back up any User Content that you have uploaded to your account before termination, as StoryCorps assumes no liability for any material that may be irretrievably deleted following termination of your account.

## 13. Warranty Disclaimer

1. YOU ACKNOWLEDGE AND AGREE THAT BECAUSE THE SITE AND APP ARE EACH A BETA VERSION, EACH OF THE SITE AND/OR APP MAY BE SUBJECT TO WITHDRAWAL FROM AVAILABILITY AT ANY TIME, WITH OR WITHOUT NOTICE. THE SERVICES ARE PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. YOU AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, STORYCORPS, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "STORYCORPS PARTIES") DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL

PROPERTY OR OTHER VIOLATION OF RIGHTS IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF. STORYCORPS MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY, LIKELY RESULTS, RELIABILITY OR COMPLETENESS OF THE CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES OR INACCURACIES OF CONTENT, (2) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, (3) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (4) ANY BUGS, VIRUSES, TROJAN HORSES OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (5) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. STORYCORPS DOES NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY HYPERLINKED SERVICES OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND STORYCORPS WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

#### 14. Limitation of Liability

1. IN NO EVENT SHALL THE STORYCORPS PARTIES, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA, PROFIT OR GOODWILL, OR DUE TO BUSINESS INTERRUPTION, UNAUTHORIZED ACCESS OR OTHER INTANGIBLE LOSSES), IN CONNECTION WITH THESE TERMS OF USE, THE SERVICES, USE OF THE SERVICES OR THE DELAY OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY STORYCORPS PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
2. YOU SPECIFICALLY ACKNOWLEDGE THAT THE STORYCORPS PARTIES SHALL NOT BE LIABLE FOR USER CONTENT OR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.
3. YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH STORYCORPS IS TO STOP USING THE SERVICES AND TO CANCEL ALL ACCOUNTS REGISTERED TO YOU.

4. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, the liability of the StoryCorps Parties shall be limited to the fullest extent permitted by law.
5. While the Services may be accessible worldwide, we make no representation that it is appropriate or available for use in any specific location. Any offer of the Services is void where prohibited by law.

#### 15. Indemnification

1. You agree to indemnify, defend and hold the StoryCorps Parties harmless from and against any and all claims, causes of action, demands, obligations, damages, losses, liabilities, fines, penalties and expenses (including but not limited to attorneys' fees) incurred by the StoryCorps Parties resulting from: (1) any violation by you of these Terms of Use; (2) any claim that your User Content infringes any rights of a third party, including without limitation any copyright, property or privacy right; and (3) any activity related to your use of the Services or your User Content, be it by you or by any other person accessing your account with or without your consent. This indemnification obligation will survive any termination of these Terms of Use and cessation of your use of the Services.

#### 16. Apple Policies

1. The following terms and conditions apply to you only if you are using the App from the Apple App Store. To the extent the other terms and conditions of these Terms of Use are less restrictive than, or otherwise conflict with, the terms and conditions of this Section, the more restrictive or conflicting terms and conditions in this Section apply, but solely with respect to the App from the Apple App Store. You acknowledge and agree that these Terms of Use are solely between you and StoryCorps, not Apple, and that Apple has no responsibility for the App or content thereof. Your use of the App must comply with the App Store Terms of Use. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, for the App to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms of Use. You and StoryCorps acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (1) product liability claims; (2) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar legislation. You and StoryCorps acknowledge that, in the event of any third party claim that the App or your possession and use of that App infringes such third party's intellectual property rights, StoryCorps, not Apple, will be solely responsible for the investigation,

defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms of Use. You must comply with applicable third party terms of agreement when using the App. You and StoryCorps acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms of Use as they relate to your license of the App, and that, upon your acceptance of these Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you as a third party beneficiary thereof.

#### 17. Provisions Applicable to California Residents Under the Age of 18

1. If you are a resident of California and under 18 years of age, you may request and obtain removal of your User Content or other information you posted by emailing StoryCorps at [legal@storycorps.org](mailto:legal@storycorps.org). StoryCorps shall not accept requests via postal mail, telephone or facsimile, and we are not responsible for requests that are not sent properly. We are also not responsible for requests that are not labeled properly, and we may not be able to respond if you do not provide complete information. All requests must:
  1. be labeled "California Removal Request" on the email subject line;
  2. provide a description of the content or information that you want removed;
  3. provide information reasonably sufficient to permit StoryCorps to locate the material you want removed (such as the URL of the recording); and
  4. include your username and registered email address (so that we may process your request and contact you if we have questions).
2. Any requests for removal do not ensure complete or comprehensive removal of your User Content or information.

#### 18. Provisions Applicable to Users Outside the United States of America

1. StoryCorps seeks to create a community with consistent standards for you and all other users of the Services, but we also strive to respect local laws. The following provisions apply to people who access the Services outside the United States:
  1. you consent to having your personal data transferred to and processed in the United States;
  2. you will not use the Services if you are prohibited from receiving products, services or software originating from the United States; and
  3. you will not use the Services if your use will subject StoryCorps to any registration requirement within a foreign jurisdiction or country.
2. Software related to or made available by the Services may be subject to United States export controls. Therefore, no software from the Services may be downloaded, exported or re-exported: (1) into or to a national or resident of any country to which the United States has embargoed goods; or (2) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading any software related to the Services, you represent and warrant that you are not located in,

under the control of, or a national or resident of, any such country or on any such list.

#### 19. Amendments

1. StoryCorps may, in its sole discretion, modify or revise these Terms of Use and other policies at any time, and you agree to be bound by such modifications or revisions. StoryCorps will publish such revisions and updates from time to time by posting the revised policy on the Site and App and updating the “effective as of” date at the top of this page. By continuing to use the Services after any such publication, you are agreeing to be bound by the then current version of these Terms of Use. If you do not agree to the changes, then you must immediately stop using the Services and delete your account.

#### 20. Dispute Resolution

1. To expedite resolution and control the cost of any dispute, controversy or claim related to these Terms of Use (each, a “Dispute”), you and StoryCorps agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least 30 days before initiating any arbitration or court proceeding. Such informal negotiations commence upon written notice from one person to the other. StoryCorps will send its notice to the email address you have provided to us. You will send your notice to [legal@storycorps.org](mailto:legal@storycorps.org).
2. If you and StoryCorps are unable to resolve a Dispute through informal negotiations, either you or StoryCorps may elect to have the Dispute (except those Disputes expressly excluded below) finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be administered by the International Institute for Conflict Prevention and Resolution (“CPR”), in accordance with the CPR Rules for Administered Arbitration by a panel of 3 arbitrators, of whom each party shall designate one, with the third arbitrator to be designated by the 2 party-appointed arbitrators. Such arbitration shall be conducted in New York, New York in the English language. The arbitrators shall establish procedures under which each party will be entitled to conduct discovery and shall award to the prevailing party in any such dispute the costs and expenses of the proceeding, including reasonable attorneys’ fees. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§1 et. seq., and except as set forth below, the arbitral award shall be final, binding and incontestable and judgment thereon may be entered in any court of competent jurisdiction. The arbitrators shall award only such damages as are permitted to be awarded pursuant to these Terms of Use, each party expressly waives and foregoes any right to punitive, exemplary or similar damages unless applicable law prohibits such waiver. The arbitrators must render their award within 30 days following the last hearing scheduled by the arbitrators and at that time state the reasons for their award in writing. An appeal may be taken under the CPR Arbitration Appeal Procedure from any final

award of an arbitral panel in any arbitration arising out of or related to these Terms of Use that is conducted in accordance with such procedure. Unless otherwise agreed by you and StoryCorps and the appeal tribunal, the appeal shall be conducted at the place of the original arbitration.

3. You agree that any arbitration shall be limited to the Dispute between StoryCorps and you individually. To the full extent permitted by law, (1) no arbitration shall be joined with any other; (2) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (3) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.
4. You agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (1) any Disputes seeking to enforce or protect, or concerning the validity of, any of your or StoryCorps' intellectual property rights; (2) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (3) any claim for injunctive relief. Any Dispute not subject to arbitration, or where no election to arbitrate has been made, shall be decided by a court of competent jurisdiction within the County of New York, State of New York, United States of America, and you agree to submit to the personal jurisdiction of that court.

#### 21. Governing Law

1. Except as expressly stated otherwise, these Terms of Use shall be governed by, and will be construed under, the laws of the State of New York, without regard to choice of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

#### 22. General

1. StoryCorps reserves the right to limit the availability of the Services or any portion of the Services to any person, geographic area or jurisdiction, at any time and in StoryCorps' sole discretion, and to limit the quantities of any content, program, product, service or other feature that StoryCorps provides.
2. StoryCorps may assign these Terms of Use, in whole or in part, to any person or entity at any time with or without your consent. You may not assign these Terms of Use, or assign, sublicense, pledge, or otherwise transfer or share the benefit of any or all of your rights, if any, in the Services, and any attempt to the contrary is void.
3. If any provision of these Terms of Use shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.
4. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.
5. These Terms of Use are the complete and exclusive statement of the agreement between you and StoryCorps concerning the Services, and these Terms of Use supersede any prior or contemporaneous agreement, either oral or written, and

any other communications with regard thereto between you and StoryCorps. These Terms of Use may only be modified as set forth herein.

6. The section headings used herein are for reference only and shall not be read to have any legal effect.
7. Apple and Apple's subsidiaries are third party beneficiaries of these Terms of Use, and by accepting these Terms of Use, you acknowledge that Apple and Apple's subsidiaries will have the right (and are deemed to have accepted the right) to enforce these Terms of Use against you as a third party thereof.
8. If you have any questions on these Terms of Use, please contact [contactus@storycorps.org](mailto:contactus@storycorps.org).

## **StoryCorps Mobile Application and Web Platform Privacy Policy**

Last modified: November 5, 2015

### **Introduction**

This privacy policy ("Privacy Policy") describes how and when StoryCorps, Inc. ("StoryCorps") may collect, store, use and share your information when you use or access the Services. The term "Services" means (1) the website currently available at <http://www.storycorps.me> (along with any successor websites) (the "Site"), (2) the mobile application (along with any successor mobile application) (the "App"), and (3) any software, data feeds, widgets, materials, content and any other services available on or through the Site and/or App. For purposes of this Privacy Policy, the terms "we," "us" and "our" refer to StoryCorps. "You" refers to you, as a user of the Services. If you are using the Services on behalf of an Entity, then the term "You" shall be deemed to include such Entity.

Your access or use of any of the Services indicates that you consent to the collection, transfer, manipulation, storage, disclosure and other uses of your information as described in this Privacy Policy. Please read this Privacy Policy carefully to understand our policies and practices regarding your information and how we will treat it.

**IMPORTANT:** Even if you are a user domiciled in a country outside the United States, your information may be transferred to, stored, processed and used (as described in this Privacy Policy) within the United States.

### **Information We Collect and How We Collect It**

We collect several types of information from and about you, including:

- information that, taken alone, identifies you and that can be used to contact you, online or offline ("**Personally Identifiable Information**") which may include, for example, your

email address, photograph, username and the contents of any User Content submitted by you;

- information about you that cannot be used alone to identify you (“**Non-Personally Identifiable Information**”), which may include, for example, your location and other demographic information, and information about your use of our Services, which may include, for example, internet connection, your Internet Protocol (“**IP**”) address and other device identifiers.

We collect and/or request information in two ways.

- Information you give us –
  - **Account Information.** When you create an account, you will provide information that could be Personally Identifiable Information (e.g. your username, email address, and photograph and any other information you choose to disclose) or Non-Personally Identifiable Information (e.g. your gender, hobbies, favorite activities, occupation and any other information you choose to disclose).
  - **User Content.** Some features of the Services allow you to submit “User Content” (as defined in our Terms of Use). As StoryCorps seeks to share user stories, User Content is information that you choose to be made public and non-confidential. When you share User Content via the Services, you should think carefully about what you are making public.
- Information we get from your use of the Services –
  - **Location.** “Metadata” is usually technical data that is associated with User Content. For example, Metadata can describe how, when and by whom your User Content was collected and how that content is formatted. You can add or may have Metadata added to your User Content, including a geotag, comments or other data. If your User Content has a geotag, your location will be stored with your User Content. Device-based location services are services that use information such as GPS signals, device sensors, Wi-Fi access points and cell tower identification that can be used to derive or estimate precise location. You typically have to choose to turn such services on or off. If such device-based location services are on, we may receive and record such information.
  - **IP Address Information and Other Information Collected Automatically.** We automatically receive and record certain information from your web browser when you access and use the Services, which may include your IP address, cookie information, hardware model, operating system version, unique device identifiers and mobile network information. Internet traffic information, such as IP address, is usually assigned in country-based blocks, so it can be used to at least identify the country of your device, and do things such as to provide you with the correct language and locale for search queries. This information is sent as a normal part of Internet traffic. Generally, the Services automatically collect usage information, such as the number and frequency of visitors to the Services. We may use this data in aggregate form—that is, as a statistical measure—but not in a manner that would identify you personally. This type of aggregate data enables us, and



third parties authorized by us, to figure out how individuals use the Services so that we can improve them accordingly.

- **Information Collected Using Cookies and Web Beacons.** “Cookies” are small data files that are sent to your web browser when you access a website, and the files stored on your device’s hard drive. We use “session” cookies to keep you logged in while you use our Services, to track your preferences and to track trends and monitor usage and web traffic information on our Services. We may use “persistent” cookies to relate your use of our Services to other information about you and store information about your preferences to make your user experience consistent and customized. For example, we may create a persistent cookie that includes some basic information about you, like whether customer support responded to your inquiry. These cookies stay on your hard drive until you erase them or they expire and associate your information with your account even if you are logged out. Most browsers automatically accept cookies, but you can change your settings on the browser settings to refuse cookies or prompt you before accepting cookies. You can also use your browser settings or other tools to delete cookies you already have. However, if you disable or refuse cookies, then certain features of our Services may be inaccessible or not function properly.
  - Our cookies do not, by themselves, contain Personally Identifiable Information, and we do not combine the general information collected through cookies with other Personally Identifiable Information to tell us who you are. As noted, however, we do use cookies to identify that your web browser has accessed aspects of the Services and may associate that information with your account if you have one. Certain features of our Services may use local shared objects (or “flash cookies”). Flash cookies are small files similar to browser cookies that collect and store information about your preferences and where you browse and what you look at on our Services. Flash cookies are not managed by the same browser or device settings that are used for browser cookies. You may adjust your Adobe Flash Player settings to prevent flash cookies from being placed on your hard drive.
  - We may also use “clear GIFs” (aka “web beacons” or “pixel tags”) or similar technologies on our Services or in our communications with you to enable us to know whether you have visited a part of our Services or received a message. A clear GIF is typically a one-pixel, transparent image (although it can be a visible image as well), located on a website or in an email or other type of message, which is retrieved from a remote website on the Internet enabling the verification of an individual’s viewing or receipt of a website or message. We may also log information using digital images called web beacons on our Services or in our emails. We may use web beacons to manage cookies, count visits, and to learn what marketing works and what does not. We may also use web beacons to

tell if you open or act on our emails. We do not track our users across third party websites and thus do not respond to Do Not Track (“DNT”) signals.

- This Privacy Policy also only covers our use of cookies and does not cover the use of cookies by third parties. We do not control when or how third parties place cookies on your computer. For example, third party websites to which a link points may set cookies on your computer.
- **Information Collected for Push Notifications.** When you access the Services through a mobile device, you will also be asked to allow push notifications to be sent to you outside or inside of the App. If you do so, a device token will be generated, which is associated with you until you log out. We will collect and store these device tokens on our servers.

### **Our Use of Your Information**

StoryCorps is a story-sharing platform; to further that purpose we may use your information, in either aggregated or individual form, in the following ways:

- to archive and share stories with other people as part of StoryCorps’ mission to preserve the stories of people from all backgrounds and beliefs;
- to communicate with you for marketing purposes, unless you “opt-out” (our marketing emails tell you how to opt-out, although we may still contact you for non-marketing purposes if you opt-out);
- to communicate with you and respond to you regarding the Services, content, features and products you use;
- to customize and optimize the content or advertisements you receive when you use the Services, and otherwise improve your experience on our Services;
- to provide, maintain, protect, analyze, understand and improve our Services, content, features and products, which may include tracking traffic, trends, usage and navigation patterns;
- to publicly display to other users of the Services your username, photograph, location, audio recording and metadata and any other information you choose to disclose in connection with any User Content you upload to the Site or App;
- to protect our, your or third-party rights or interests;
- to develop new services;
- for research and educational purposes;
- in any other way we may describe when you provide the information; and
- for any other purpose with your consent.

### **IMPORTANT**

If you cancel your account and discontinue your use of the Services, we and our third-party partners (including SoundCloud Limited and the U.S. Library of Congress) may continue to retain your identifying information and continue to use any information you have already provided to us including User Content submitted, uploaded or otherwise provided by you prior to your cancellation of your account and/or discontinuance of your use of the Services.

### **Our Use of Your Non-Personally Identifiable Information**

We may use, transfer and share Non-Personally Identifiable Information with third parties, partners and affiliates. For example, we may collect information regarding customer activities on the Services and aggregate such information to determine trends and to help us provide more useful information to our customers. Aggregated data is considered Non-Personally Identifiable Information for the purposes of this Privacy Policy.

We may share Non-Personally Identifiable Information for the same purposes as our use of your Personally Identifiable Information, except that we shall not include your username, email address or any other information that can be used to identify you.

### **Sharing Personally Identifiable Information**

We may share Personally Identifiable Information with third parties, partners and affiliates in order to provide you with a service you use or request. For example, the Services may use audio recording services provided by a third party, such as SoundCloud Limited (“SoundCloud”). StoryCorps may share your Personally Identifiable Information and User Content with SoundCloud so that you can create User Content to upload to the Services. Additionally, StoryCorps may share your Personally Identifiable Information and User Content with the U.S. Library of Congress for archiving purposes. To clarify, though we reference SoundCloud and the U.S. Library of Congress, they are merely examples of the third party services which may receive your Personally Identifiable Information through your use of the Services and this Section applies to any and all third party websites, services and applications that you access through the Services or that are used or will be used by StoryCorps to provide the Services, even if not expressly named herein.

We may share Personally Identifiable Information in response to (1) a valid law enforcement request or legal process, (2) to protect our rights and property or those of third parties, or (3) as otherwise permitted by law.

Additionally, we may disclose your Personally Identifiable Information without your consent in the following circumstances:

- if we believe there is a serious and imminent threat to the life, health or safety of yourself or another person (for example, if we learn that a person is suffering abuse or has made statements of an intent to commit self-harm or harm another);
- to investigate or report on activity which we believe on reasonable grounds to be unlawful;
- if disclosure is required or authorized by law (for example, in response to a subpoena or where a regulatory authority has the power to request the provision of certain records or information);
- if disclosure is reasonably necessary to enable an enforcement body to perform its functions (for example (1) the prevention, detection, investigation, prosecution or punishment of criminal offenses, (2) the preparation for, or conduct of, proceedings before any court or tribunal, or (3) implementation of the orders of a court or tribunal); or
- if we deem it necessary in our sole discretion to protect our legal and legitimate business interests.

### **Third Party Sites**

This Privacy Policy does not apply to the practices of third parties including any third party websites, services and applications that you access through the Services, including, without

limitation, SoundCloud and the U.S. Library of Congress. We cannot take responsibility for the content or privacy policies of those third parties, and encourage you to carefully review the privacy policies of any third parties websites, services and applications you access.

### **Protecting Your Information**

We have used reasonable efforts to help safeguard your information. We make no guarantee that these reasonable efforts will make your information completely secure.

### **Minors and Children Under Age 13**

We require a parent or legal guardian's consent before collecting, using or disclosing information from people between 13 and 18 years of age.

We are committed to complying with all aspects of the Children's Online Privacy Protection Act ("COPPA"). The Services and content on the Site and the App are not directed at children under the age of 13. We do not knowingly collect, solicit or store Personally Identifiable Information from anyone under the age of 13 or knowingly allow such persons to register or use the Services.

If you are under 13, please do not attempt to use or register on the Services; no one under the age of 13 may provide any Personally Identifiable Information to the Company or on the Services.

In the event that we learn that we have collected Personally Identifiable Information from a child under age 13 without verification of parental consent, we will delete that information where reasonably possible. If you believe that we might have any information from or about a child under 13, please send a detailed message to [legal@storycorps.org](mailto:legal@storycorps.org).

### **Information Related to Advertising**

To support and enhance the Services, we may serve advertisements and allow third parties advertisements through the Services. These advertisements are sometimes targeted and served to particular users and may come from third party companies called "ad networks." Ad networks include third party ad servers, ad agencies, ad technology vendors and research firms. Advertisements served through the Services may be targeted to users who fit a certain general profile category and may be based on (1) anonymized information inferred from information provided to us by a user, including Personally Identifiable Information, (2) usage patterns of particular users, or (3) your activity on a third party website. We do not provide Personally Identifiable Information to any ad networks for use outside of the Services.

### **California Residents.**

California residents may choose to request certain information regarding our disclosure of Personally Identifiable Information to third parties for their direct marketing purposes or choose to opt-out of such disclosure. To make a request or to opt-out at any time, please contact us at [legal@storycorps.org](mailto:legal@storycorps.org) or the other contact information provided below. Our policy is not to disclose Personally Identifiable Information collected online to a third party for direct marketing without your approval.

### **Business Transfers**

As we continue to develop our business, we may sell, transfer or otherwise share your Personally Identifiable Information in connection with a merger, reorganization, bankruptcy or sale of either our company, Services, App or Site. In such transactions, customer information is often one of the transferred business assets but remains subject to the promises made in any

pre-existing Privacy Policy (unless the customer consents otherwise). Similarly, in the event that either we are acquired or substantially all of our assets are acquired, customer information will likely be one of the transferred assets. You acknowledge and consent that such transfers are permitted by this Privacy Policy, and that any acquirer of ours or our current assets may continue to receive, store, and process your information as set forth in this Privacy Policy. You also consent to us providing access to your information as part of diligence or review processes conducted by potential acquirers, entities providing financing to them, their advisors, us and our advisors.

### **Changes to Privacy Policy**

This Privacy Policy is effective as of the date stated at the top of this Privacy Policy. It may be necessary from time to time for us to modify this Privacy Policy to reflect changes in the way we collect and use information or changes in privacy-related laws, regulations and industry standards. Accordingly, we reserve the right to change this policy at any time by posting the revised policy on the Services and updating the “last modified” date at the top of this page. We encourage you to refer to this Privacy Policy on an ongoing basis so that you understand our current privacy policy. If revisions to the Privacy Policy are unacceptable to you, you must cease using the Services.

### **Contact Us**

If you have any questions or suggestions regarding our Privacy Policy, please contact us at [contactus@storycorps.org](mailto:contactus@storycorps.org) or StoryCorps, 80 Hanson Place, Brooklyn, NY 11217.