

Storybuilder by Everlaw Terms of Service

Last Updated: November 19, 2021

Welcome!

Thanks for using Storybuilder by Everlaw! Our mission is to promote justice by illuminating truth, and we do so by providing a no-cost, collaborative narrative building and trial preparation platform (the “Storybuilder Service”). These Storybuilder by Everlaw Terms of Service (the “Terms”) govern your access to and use of Storybuilder Service. By selecting “I accept,” you agree to these Terms and any URL links incorporated into these Terms (collectively, the “Agreement”). Please refer to the definitions section at the end for certain capitalized terms used in these Terms.

General

These Terms Are Legally Binding

These Terms are a legally binding contract between you and Everlaw, Inc. (“we,” “us,” “our”). When you access or use the Storybuilder Service, or continue accessing or using the Storybuilder Service after we notify you of a change to the Terms, you confirm that you have read, understand, and agree to these Terms. We reserve the right, without providing notice to you, to update the Storybuilder Service from time to time.

Storybuilder Service Features

The Storybuilder Service being offered under this Agreement is a separate, stand-alone service, apart from the Service. The Storybuilder Service is considered an Unpaid Subscription and has limited feature functionality compared to the Service.

Our Rights

We reserve the right to terminate or limit your access or use of the Storybuilder Service at any time.

Third Party Services

If you choose to use any third party services contained within the Storybuilder Service or in combination with the Storybuilder Service, we will not be responsible for the delivery, quality, or timeliness of the third party services.

Eligibility

Direct Competitors

Our direct competitors may not access or use the Storybuilder Service without our prior written consent. Additionally, the Storybuilder Service may not be accessed to monitor its availability, performance, or functionality, or for any other benchmarking or competitive purposes.

Public Sector

This Unpaid Subscription is not intended for individual consumers. If you work for a government or public sector entity, you represent and warrant that you are in compliance with relevant and ethical requirements to accept access to the Storybuilder Service at no-cost and that you are authorized to bind your employer.

A Few Ground Rules

What You May Not Do

You will not: modify, adapt, decompile, reverse engineer, or copy the Storybuilder Service; transmit, store, or process data that falls within the definition of "Protected Health Information" under HIPAA except as permitted by an executed HIPAA Business Associate Agreement; or violate the Agreement.

What You Must Do

You must: not permit unauthorized use of, or access to the Storybuilder Service; take reasonable care when inviting individuals to use or access the Storybuilder Service and granting permissions; report all actual or suspected security incidents or vulnerabilities, or violations of this section to security@everlaw.com; and obtain and maintain all the necessary consents prior to accessing, uploading, processing, and storing Case Materials and other content in the Storybuilder Service.

Who Owns What?

Your Stuff

We do not own or claim any Intellectual Property Rights in the Case Materials except the limited license set forth in this Agreement. You agree to grant us a worldwide, limited, non-exclusive, royalty-free license to use the Case Materials to provide the Storybuilder Service to you and other users and to support, manage and improve the Storybuilder Service, subject to the obligations in the section of these Terms entitled "Confidentiality."

Our Stuff

We own all Intellectual Property Rights in the Storybuilder Service, including any and all derivatives, changes, and improvements, and you agree that you do not own any Intellectual Property Rights or licenses by these Terms except those we expressly grant.

Feedback

You may provide Feedback to us as a part of using the Storybuilder Service. You agree that we may use that Feedback without restriction and without obligation to you or other users.

Marketing Rights

In exchange for your access to and use of the Storybuilder Service on behalf of your employer, we may: include your employer's name in a list of our customers, online or in promotional materials; verbally reference your employer as a customer of Everlaw; and engage your employer in other joint marketing such as customer testimonials, public speaking events, and press/analyst interviews.

Privacy

DPA

To the extent your Case Materials, Databases, and Documents are subject to European Data Protection Laws and/or Non-European Data Protection Laws (as defined in the DPA) and are processed by us on your behalf in connection with the Storybuilder Service, you agree to the terms of the DPA. This Agreement serves as your instructions to process "personal data" protected by applicable European Data Protection Laws and Non-European Data Protection Laws (as defined in the DPA). To the extent you upload any Documents to, or create any content in, the Storybuilder Service that include "personal data," we agree to process, access, use, disclose, store and transfer such personal data in compliance with the DPA.

Privacy Notice

Personal Information (defined in the Privacy Notice) you provide to us, including Account Information and Service-Generated Data, will be used and protected as described in the Privacy Notice. Personal Data contained in Case Materials will be subject to the section of these Terms entitled "DPA."

Confidentiality

Nondisclosure

The Recipient will only use the Disclosing Party's Proprietary Information to exercise its rights and fulfill its obligations under these Terms, and will use reasonable care to protect against the disclosure of the Disclosing Party's Proprietary Information. However, the Recipient may disclose the Disclosing Party's Proprietary Information: to its employees or others who have a need to know and who are bound by obligations of confidentiality and nonuse at least as protective of such information as these Terms; with the Disclosing Party's written consent; or regardless of any other provision in the Terms, as necessary to comply with applicable laws and regulations or a court or other legal order, provided the Recipient promptly notifies the Disclosing Party prior to such disclosure unless legally prohibited to do so. The Recipient will comply with the Disclosing Party's reasonable requests to oppose and narrow the scope of disclosure of its Proprietary Information.

Exceptions

Information is not Proprietary Information if a party can prove the information: is known before receipt from the Disclosing Party, without any obligation of confidentiality; becomes known to the Recipient directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; becomes publicly known or otherwise publicly available, except through a breach of this Agreement; is information that the Recipient has independently developed without using the Disclosing Party's Proprietary Information; or is disclosed with the prior written approval of the Disclosing Party.

The Legal Stuff

Indemnification

You agree to compensate us and our officers, directors, employees, successors, and permitted assigns, for any and all damages, costs, liabilities, and expenses (including reasonable attorneys' fees) related to any legal disputes that are brought against us, in each case, to the extent such legal disputes arise from: the use or display of any Documents uploaded to, or content created in, the Storybuilder Service, including the Case Materials, in accordance with these Terms; any litigation matter in which you are engaged; or your breach of your obligations or inaccuracy of its warranties under this Agreement.

Limitation of Liability

By accepting the terms of this Agreement, you understand and acknowledge that the Storybuilder Service is being provided and made available on an "as-is" basis, without warranties of any kind, whether express or implied. Further, the Storybuilder Service may contain bugs, errors, and other problems. **YOU ASSUME ALL RISKS AND ALL COSTS ASSOCIATED WITH ITS USE OF THE STORYBUILDER SERVICE, INCLUDING, WITHOUT LIMITATION, ANY BACK-UP EXPENSES, COSTS INCURRED FOR THE USE OF YOUR DEVICE, AND ANY DAMAGE TO ITS EQUIPMENT, SOFTWARE, INFORMATION OR DATA.** In addition, we are not obligated to provide any maintenance, technical, or other support for the Storybuilder Service. **OUR MAXIMUM AGGREGATE LIABILITY WITH RESPECT TO THE UNPAID SUBSCRIPTION BEING OFFERED UNDER THIS AGREEMENT WILL NOT EXCEED \$100.**

Governing Law and Dispute Resolution

These Terms are governed by the laws of the State of California, without regard to its conflict of laws principles.

If you have a dispute with us relating to this Agreement, you must first submit it to storybuildersupport@everlaw.com to attempt resolution through discussion. We will negotiate with you in good faith to resolve any disputes without formal proceedings. If we cannot informally resolve the dispute within 30 business days of our first communication with you after your submission to us, then both parties agree to submit the dispute to binding arbitration. Both parties agree that the dispute will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules and that judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitration will be held in Oakland, California. The prevailing party will be entitled to costs and attorneys' fees. Except as may be required by law or as necessary to enforce the respective award in a court of law, neither you nor we, nor the mediator nor arbitrator may disclose the existence, content, or results of any mediation or arbitration without the prior written consent of the other party.

Notwithstanding the above paragraph, either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Storybuilder Service or its infringement of a third-party's Intellectual Property Rights, in the federal or state courts of Alameda County, California, and both parties irrevocably submit to the venue and jurisdiction of such applicable courts.

You may only resolve disputes with us on an individual basis and will not bring a claim in a class, consolidated or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed.

General Information You Also Need to Know

Modifications

We may change these Terms from time to time. Laws, regulations, and industry standards evolve, which make those changes necessary, or we may make changes to our Storybuilder Service. If we make major changes to it, we will provide you with reasonable notice by posting the updated Terms at the Storybuilder Service login page and will require you to select acceptance of such updated Terms before gaining access to the Storybuilder Service. You can review the most current version of the Terms at any time by visiting www.everlaw.com/storybuilder-by-everlaw-terms-of-service/. Any major changes will become effective on the date set forth in the posting, and all other changes will become effective on the date we publish the change. If you use the Storybuilder Service after the effective date of any changes, that constitutes your acceptance of the revised Terms.

Assignment

You cannot transfer or assign any of your rights under these Terms without getting written permission from us in advance. We may assign our rights to any of our affiliates or subsidiaries or to any successor in interest of any business associated with our Storybuilder Service.

Notices

If you need to notify us, you will do it via email to Customer Success (storybuildersupport@everlaw.com). If we need to notify you, we will do it in the Storybuilder Service or via email to the email address you designated in your account. You will also be able to manage your settings to control the notifications you get from us or from other users.

No Agency

The Terms do not create any agency, partnership, or joint venture between you and us.

Severability

If any of the provisions in these Terms are found to be unenforceable, the remaining provisions will remain in full effect, and we will substitute an enforceable provision that reflects our intent as closely as possible.

Force Majeure – such as “Acts of God”

Neither party will be liable for failure or delay in performance of its obligations to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, or war.

Entire Agreement

The Agreement states all terms agreed between you and us, and supersedes any prior or contemporaneous agreements between you and us relating to the subject matter of the Agreement. In entering into the Agreement, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation, or warranty (whether made negligently or innocently), except those expressly described in the Agreement.

Definitions

“Account Information” means information you provide to us in connection with the creation or administration of its account. For example, Account Information includes names, usernames, phone numbers, and email addresses associated with your account.

“Case Materials” means the Documents uploaded to and any content created in the Storybuilder Service by you. It does not include: (A) Account Information; or (B) Story and Database names though Story and Database names are considered Proprietary Information subject to the confidentiality agreement in these Terms.

“Database” means the repository where all of your Case Materials are uploaded and stored within the Storybuilder Service.

“Disclosing Party” means the party that discloses Proprietary Information to the other party.

“Document” means the reviewable object in its uncompressed, unpacked format. It may include any combination of text, images, and/or native files.

“DPA” means our Data Processing Addendum, available at www.everlaw.com/legal/data-protection/dpa, as may be updated from time to time.

“Intellectual Property Rights” means all patent rights, copyrights, trademark rights, rights in trade secrets (if any), design rights, database rights, domain name rights, moral rights, and any other intellectual property rights (registered or unregistered) in the United States.

“Privacy Notice” means our Privacy Notice, available at www.everlaw.com/privacy, as may be updated from time to time.

“Proprietary Information” means all information that is designated as confidential and/or proprietary or that should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure, including your Case Materials.

“Recipient” means the party that receives Proprietary Information from the other party.

“Service” means our paid hosted eDiscovery and document management solution.

“Service-Generated Data” means all data generated or derived from a user’s interaction with and use of the Storybuilder Service, including data such as crash history, time the Storybuilder Service takes to load, configuration data, capacity and usage to determine storage requirements.

“Storage Usage” means the number of Documents you are entitled to upload to the Storybuilder Service. You may upload up to 1,000 Documents, and each Document must be under 100MB.

“Story(ies)” means the repositor(ies) created within a Database where you utilize the Storybuilder Service.

“Terms of Use” refers to our Terms of Use available at <https://www.everlaw.com/terms-of-use/>, as may be updated from time to time.

“Trademark Policy” refers to our Trademark Policy available at <https://www.everlaw.com/legal/trademark-policy/>, as may be updated from time to time.

“Unpaid Subscription” means access to and use of the Storybuilder Service without payment.