

# **FABLECRAFT TERMS OF SERVICE**

**Last updated: September 14, 2023**

## **1. General**

These terms of service (“TOS” or “Terms of Service”) constitute the agreement between you and Riftweaver, Inc. d/b/a Fablecraft (“we”, “us”, “our” or “Fablecraft”) in connection with your use of our website, desktop software and/or our mobile app (together, the “Platform”) and the services, features, content and applications on the Platform (collectively, the “Services”). Our Privacy Policy and any other policies, rules or guidelines that may be applicable to particular offers or features on the Platform are also incorporated into these TOS. Our Privacy Policy can be found here. By visiting or using the Platform, you expressly agree to these TOS, as updated from time to time. If you do not agree with these TOS, please do not access and/or use our Services.

Some of our Services may be offered to you from time to time that are subject to additional terms and conditions, which are incorporated by reference into these TOS. If there is a conflict between these TOS and such other additional terms and conditions, such other additional terms and conditions will govern.

We may make changes to these TOS at any time. Any changes we make will be effective immediately when we post a revised version of these TOS on the Platform. The “Last Revised” date above will tell you when these TOS were last revised. By continuing to use this Platform after that date, you agree to the changes.

## **2. Age Requirement**

The Platform is not intended for children under the age of 13 and no person under the age of 13 may use the Platform. If you use the Platform, you affirm that you are at least 13 years old. If you are over the age of 13 but under the age of 18, your use of our Platform is subject to parental consent requirements. We may refuse to offer our Services to anyone and we may also change our eligibility requirements at any time, in our sole discretion.

## **3. Term**

These TOS will remain in effect for as long as you are using our Services, or until we or you delete your account or remove your access to our Platform, as provided elsewhere in these TOS. All provisions of these TOS which by their nature should survive termination shall survive termination, including but not limited to all licenses of any material, information, notifications, communication between users of the Platform, reviews, articles, photographs, art, logos or other types of communication (hereinafter referred to as the “User Content”) which you may create on the Platform, ownership clauses, warranty disclaimers, indemnification and limitations of liability.

## **4. Account Registration**

You will be required to register for an account on our Platform to use certain features of the Platform or sign up for the Services. Your account username may not include the name of another person with the intent to impersonate that person, or be offensive, vulgar, or obscene. Your account username and login credentials are personal to you. You will be responsible for the confidentiality and use of your username and login credentials, and for all activities (including commercial transactions) that are conducted through your account. You may not transfer or sell access to your account. We will not be liable for any harm related to disclosure of your username or login credentials or the use by anyone else of your username or login credentials. You may not use another user's account without that user's permission. You will immediately notify us in writing if you discover any unauthorized use of your account or other account-related security breach. We may require you to change your username and/or login credentials if we believe your account is no longer secure or if we receive a complaint that your username violates someone else's rights. You will have no ownership of your account or your username. We may refuse registration, cancel an account or deny access to the Platform for any reason. Your account will be visible to other users, unless you elect to opt-out. You may delete your account or request that we delete your personal customer data by emailing us at [support@riftweaver.com](mailto:support@riftweaver.com).

## **5. User Content; Third Party Access and Authorization**

You hereby grant us the worldwide, non-exclusive, perpetual, irrevocable, royalty-free right and license to publish, display, reproduce, modify, create derivative works of and commercially exploit any User Content you create or submit. We may freely use and transfer the User Content and disclose the User Content to third parties. By creating or posting any User Content on the Platform, you expressly represent and warrant that you have the right to grant us the foregoing license and that such User Content does not infringe or violate the rights of any third party.

You are liable for the User Content you publish on the Platform. You warrant that all User Content posted on the Platform is correct and true (where they state facts) or genuinely held (where they state opinions).

You warrant in every context that your User Content is lawful and in compliance with these TOS. If Fablecraft receives notice or otherwise becomes aware that User Content violates any applicable law, legal order or regulation and/or these TOS, we may delete the User Content without any notice, and we (depending on the character of the violation) may inform the violated party and/or the authorities of the violation. Our right to delete User Content will not be conditioned on an explanation, although we may inform you about the deletion and the reason hereof.

You permit us to access certain information from your third party account(s) for use in connection with our Services and you represent that you are entitled to grant us such access without breach by you of any third party account terms and conditions and without obligating us to pay any fees or making us subject to any usage limitations. By granting Fablecraft access to your third party account, you understand that we may access, make available, and store any information, content, or other materials that you have provided to or stored in your third party account ("Third Party Account Content") accessible through the Services so that it is available

on your account. Unless otherwise specified in these TOS, all Third Party Account Content will be considered your User Content for all purposes under these TOS. PLEASE NOTE THAT YOUR RELATIONSHIP WITH EACH THIRD PARTY ACCOUNT IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD PARTY ACCOUNT(S), AND WE DISCLAIM ANY LIABILITY FOR PERSONALLY IDENTIFIABLE INFORMATION THAT MAY BE PROVIDED TO US BY THIRD PARTY ACCOUNT(S) IN VIOLATION OF THE PRIVACY SETTINGS THAT YOU HAVE SET IN SUCH THIRD PARTY ACCOUNT(S).

## **6. Code of Conduct**

**You agree that you will comply with all applicable laws, rules and regulations, and that you will not:**

- ❖ Restrict or inhibit any other person from using the Platform;
- ❖ Use the Platform for any unlawful purpose;
- ❖ Express or imply that any statements you make are endorsed by us, without our prior written consent;
- ❖ Impersonate any person or entity, whether actual or fictitious, including any employee or representative of our company;
- ❖ Submit (a) any User Content or information that is unlawful, fraudulent, libelous, defamatory, or otherwise objectionable, or infringes our or any third party's intellectual property or other rights; (b) any non-public information about companies without authorization; or (c) any advertisements, solicitations, chain letters, pyramid schemes, surveys, contests, investment opportunities or other unsolicited commercial communication;
- ❖ Submit, or provide links to, any User Content containing material that could be considered harmful, obscene, pornographic, sexually explicit, indecent, lewd, violent, abusive, profane, insulting, threatening, harassing, hateful or otherwise objectionable, includes the image or likeness of individuals under 18 years of age, encourages or otherwise depicts or glamorizes drug use (including alcohol and cigarettes), characterizes violence as acceptable, glamorous or desirable, or contains any personal contact information or other personal information identifying any third party;
- ❖ Submit, or provide links to, any User Content containing material that harasses, victimizes, degrades, or intimidates an individual or group of individuals on the basis of religion, race, ethnicity, sexual orientation, gender, age or disability;
- ❖ Engage in spamming or flooding;
- ❖ Harvest or collect information about Platform users;
- ❖ Change, use or manipulate data in any way that is misleading to any user, customer, end user, or recipient of information.
- ❖ Violate these TOS.

## **7. Ownership of Data, Content, and Grant of Conditional License**

The Platform may contain data, text, designs, pages, print screens, images, artwork, photographs, audio and video clips, and/or HTML code, source code, or software that resides or is viewable, submitted or otherwise discoverable on the Platform (collectively, the "Content") that is owned by us or our licensors. We own a copyright in the Platform and Content. We may change the Content and features of the Platform at any time. We grant you a limited, conditional, non-exclusive, non-transferable, non-sub-licensable license to view or use this

Platform and its Content as permitted by these TOS. As a condition precedent, you agree that you will not:

- ❖ Submit any software or other materials that contain any viruses, worms, Trojan horses, defects, date bombs, time bombs or other items of a destructive nature;
- ❖ Manipulate identifiers, including by forging headers, in order to disguise the origin of any actions conduct with or through the site;
- ❖ Link to any portion of the Platform other than the URL assigned to the home page of our Platform or a URL for user storage located within the Platform;
- ❖ “Frame” or “mirror” any part of the Platform;
- ❖ Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Platform or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Platform;
- ❖ Remove any copyright, trademark or other proprietary rights notices contained on/in the Platform;
- ❖ Use any robot, spider, offline reader, Platform, search/retrieval application or other manual or automatic device, tool, or process to retrieve, index, data mine or in any way reproduce or circumvent the navigational structure or presentation of the Platform or its contents, including with respect to any CAPTCHA that may be displayed on the Platform. Operators of public search engines may use spiders to copy materials from the Platform for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. We may revoke this exception at any time;
- ❖ Take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure;
- ❖ Reproduce, modify, display, publicly perform, distribute or create derivative works of the Platform or the Content; or
- ❖ Use the Platform or the Content in an attempt to, or in conjunction with, any device, program or service designed to circumvent any technological measure that effectively controls access to, or the rights in, the Platform and/or Content in any way including, without limitation, by manual or automatic device or process, for any purpose.

The license that we are giving you to use the Platform and its Content is expressly conditioned on your pre-existing agreement to comply with, and your actual compliance with, each of the provisions described in this Ownership of Data, Content and Grant of Conditional License section. This license exists only so long as you strictly comply with each of the provisions described in this section. Any use of the Platform or Content by you or anyone acting on your behalf that does not strictly comply with each and every provision in this section exceeds the scope of the license granted to you herein, constitutes unauthorized reproduction, display, or creation of unauthorized derivative versions of the Platform and Content, and infringes our copyrights and/or the copyrights of our licensors and other rights in the Platform and Content. You will not acquire any ownership rights by using the Platform or the Content.

## **8. Claims of Copyright Infringement On The Platform**

Under the Digital Millennium Copyright Act (the “DMCA”) if you believe in good faith that any content on the Platform infringes your copyright, you may send us a notice requesting that the content be removed. The notice must include: (a) your (or your agent’s) physical or electronic signature; (b) identification of the copyrighted work on our Platform that is claimed to have

been infringed (or a representative list if multiple copyrighted works are included in one notification); (c) identification of the content that is claimed to be infringing or the subject of infringing activity, including information reasonably sufficient to allow us to locate the content on the Platform; (d) your name, address, telephone number and email address (if available); (e) a statement that you have a good faith belief that use of the content in the manner complained of is not authorized by you or your agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that you or your agent is authorized to act on behalf of the copyright owner. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, you may send us a counter-notice. You may read more information about the DMCA [here](#).

Notices and counter-notices should be sent to:  
Riftweaver, Inc. d/b/a Fablecraft  
224 W 35th St Ste 500 #904  
New York, NY 10001

There can be penalties for false claims under the DMCA. We suggest that you consult your legal advisor before filing a notice or counter-notice.

## **9. Links**

The Platform may contain links and access to other websites or apps that may not be owned or operated by us. The fact that we may link to those websites does not indicate any approval or endorsement of those websites. We have no control over those websites. We are not responsible for the content of those websites, or the privacy practices of those websites. We strongly encourage you to become familiar with the terms of use and practices of any linked websites. Your use of other websites is at your own risk and is subject to the terms of those websites. It is up to you to take precautions to ensure that whatever links you select or software you download (whether from the Platform or other websites) is free of viruses, worms, Trojan horses, defects, date bombs, time bombs and other items of a destructive nature.

## **10. Violation of these TOS**

If you believe that another user of the Platform has violated these TOS, you may contact us at [contact@riftweaver.com](mailto:contact@riftweaver.com). We may investigate any violation of these TOS, including unauthorized use of the Platform. We may take legal action that we feel is appropriate. You agree that monetary damages may not provide us a sufficient remedy and that we may pursue injunctive or other relief for your violation of these TOS. If we determine that you have violated these TOS or the law, or for any other reason or for no reason, we may cancel your account, delete all your User Content and prevent you from accessing the Platform at any time without notice to you. If that happens, you may no longer use the Platform or any Content. You will still be bound by your obligations under these TOS. You agree that we will not be liable to you or any third party for termination of your access to the Platform or to your account or any related information, and we will not be required to make the Platform or your account or any related information available to you. We may refuse to honor pending and future transactions made from all accounts we believe may be associated with you.

You agree that your abusive use of the Platform may cause damage and harm to us, including impaired goodwill, lost sales and increased expenses. You also agree that monetary damages for your abusive use of the Platform are difficult to determine and that you, and those acting with you, will be jointly and severally liable for liquidated damages.

You hereby grant us the right to initiate and take any legal actions which we deem necessary in case of infringement of your User Content.

You agree to indemnify us for any claims which may be made against us as a consequence of your violation of these TOS or current legislation. Additionally, you agree to indemnify and hold us harmless from and against any claim or loss due to third party claims against us resulting from your User Content.

## **11. Disclaimer of Warranties**

WE PROVIDE THE PLATFORM AND THE CONTENT TO YOU "AS IS" AND "AS AVAILABLE". WE TRY TO KEEP THE PLATFORM UP, BUG-FREE AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE OF TRADE. WE DO NOT GUARANTEE THAT THE PLATFORM WILL ALWAYS BE SAFE, SECURE OR ERROR-FREE OR THAT THE SITE WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS OR IMPERFECTIONS. WE ARE NOT RESPONSIBLE FOR THE ACTIONS OR INFORMATION OF THIRD PARTIES, AND YOU RELEASE US FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THESE EXCLUSIONS MAY NOT APPLY TO YOU. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

## **12. Revisions**

These TOS are subject to revision. We will notify you of any changes to our TOS by posting the new TOS on the Platform. After we make any changes we will change the "Last Revised" date above. If we make any substantial changes, we may notify you by sending you an email to the last email address you provided to us (if any), and/or by prominently posting notice of the changes on the Platform. You are responsible for providing us with your most current email address. If the last email 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 email containing such notice will nonetheless constitute effective notice of the changes described in the notice. Any changes to these TOS will be effective upon the earlier of thirty (30) calendar days following the sending of our email notice to you (if applicable) or thirty (30) calendar days following our posting of notice of the changes. These changes will be effective immediately for new users of our Platform. The continued use of the Platform following notice of such changes constitutes your agreement to be bound by the terms and conditions of such changes.



## **13. Miscellaneous**

Along with our Privacy Policy, these TOS are the entire agreement between you and us with respect to the Services, including use of the Platform, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us with respect to the Services. If any provision of these TOS is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these TOS will otherwise remain in full force and effect and enforceable.

The communications between you and Fablecraft may use electronic means, whether you use the Services or send us emails, or whether we post notices on the Platform or communicate with you via email. For contractual purposes, you (i) consent to receive communications from us in an electronic form; and (ii) agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if they were to be made via a hardcopy writing. This does not affect your non-waivable rights. Electronic notices should be sent to [contact@riftweaver.com](mailto:contact@riftweaver.com).

Our failure to enforce any part of these Terms of Service shall not constitute a waiver of our right to later enforce that or any other part of these Terms of Service. Waiver of compliance in any particular instance does not mean that we will waive compliance in the future. In order for any waiver of compliance with these Terms of Service to be binding, we must provide you with written notice of such waiver through one of our authorized representatives.

## **14. Questions**

If you have any questions, comments or complaints regarding these TOS or the Platform, please contact us at:

Riftweaver, Inc. d/b/a Fablecraft  
[contact@riftweaver.com](mailto:contact@riftweaver.com)