

Last Updated: August 15, 2022

YOURSTORY.WTF TERMS

Please read these terms carefully. You may not use the website located at yourstory.wtf unless you agree to these terms.

These terms govern your use of the website located at yourstory.wtf. The site may allow users to mint and buy non-fungible tokens on distributed digital ledgers or blockchains (“**NFTs**”) that contain or correspond to digital artworks (“**artworks**”). For ease of reference, we refer to NFTs originally acquired through the site as “**Stories**.”

Acceptance. We, the proprietors of the site, make the site available subject to these terms. We may update or make changes to these terms from time to time in our sole discretion, which changes we may provide to you by any reasonable means, including by posting the revised version of these terms on the site. You can determine when these terms (and other terms and policies posted on the site) was last revised by referring to the “*Last Updated*” legend at the top of these terms.

Changes. Certain features of the site are available at no charge, while others may require payment. We may, at any time and from time to time, temporarily or permanently, in whole or in part: modify or discontinue the site, with or without notice; charge fees in connection with the use of the site; modify or waive any fees charged in connection with the site; or offer opportunities to some or all users of the site. You agree that we won’t be responsible or liable to you or any third party for any modification, suspension or discontinuance of the site or any content, feature or product offered through the site, in each case in whole or in part. Your continued use of the site after such changes will indicate your acceptance of such changes.

Buying NFTs.

Connecting Your Wallet. Before you can mint or buy any Story, you have to connect to the site using your wallet. Wallets like MetaMask are provided by unaffiliated third parties, and your use of such wallets is governed by terms provided by the applicable third party (in the case of MetaMask, its [Terms of Use](#)). We’ll deliver Stories that you buy through the site directly to your wallet. PLEASE TAKE THE UTMOST CARE TO PROTECT AND PRESERVE YOUR PRIVATE KEYS AND YOUR WALLET’S CREDENTIALS—WE CANNOT RECOVER A STORY IF YOU LOSE ACCESS TO YOUR WALLET.

Pricing & Payment. We will provide pricing and payment terms on the site at or near the point of sale. All sales are final, and your payment obligations are binding as soon as you authorize any purchase with your wallet. Except as required by law, we do not and will not provide refunds. We accept payment in cryptocurrency only. You are responsible for all gas and other transactional fees related to your use of the site and your purchase of Stories. In the exceptional event that we are legally obligated to refund your purchase, you will be responsible for any gas or other transactional fees associated with effecting that refund.

Not an Investment in a Business. You represent, warrant, and covenant to us that your purchase of a Story is and will remain solely for your personal use and enjoyment. You understand that buying a Story is akin to buying a physical artwork, and is not an investment in us or any other business, and you represent, warrant and covenant to us that you have no expectation of profit based on any of our activities or those of any other business. You shall not promote or market any Story as an investment in us or any other business, or otherwise state or suggest that potential buyers of Stories may expect to profit from their purchase or sale of Stories.

Rules of Conduct. While using the site, you will comply with all applicable laws and regulations and your contractual obligations to third parties. Although the site does not permit posting or other user interaction aside from minting Stories, we expect users of the site to respect the rights and dignity of others. Your use

of the site is conditioned on your compliance with the following rules of conduct, and your failure to comply with such rules may result in suspension or termination of your access to the site. You will not:

- Post, transmit, or otherwise make available, through or in connection with the site, including: (a) any material that could give rise to criminal or civil liability; or (b) any virus, worm, Trojan horse, Easter egg, time bomb, malware, spyware, or other computer code, file, or program that is harmful or invasive or that may or is intended to damage, circumvent, or hijack the operation of, or to monitor the use of, any hardware, software or equipment (collectively, “**Viruses**”).
- Use the site for any fraudulent or unlawful purpose.
- Use the site to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others, including others’ privacy rights or rights of publicity, or harvest or collect personally identifiable information about other users of the site (e.g., by “scraping”).
- Impersonate any person or entity, including any of our representatives; falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the site; or express or imply that we endorse any statement you make.
- Use or attempt to use another user’s account without authorization both from that user and from us.
- Connect blockchain wallets to the site, make purchases, or interact with the site, in each case by automated means, scripts, or bots.
- Interfere with or disrupt the operation of the site or the servers or networks used to make the site available; or violate any requirements, procedures, policies or regulations of such networks.
- Attempt to circumvent any content-filtering techniques or attempt to access any feature or area of the site that you aren’t authorized to access.
- Deploy or use any application that interacts with the site without our authorization.
- Restrict or inhibit any other person from using the site (including by hacking or defacing any portion of the site).
- Reproduce, duplicate, copy, sell, resell or otherwise use the site for any purpose not expressly authorized in these terms, including by exploiting for any commercial purpose any portion of, use of, or access to the site.
- Modify, adapt, translate, reverse engineer (except as expressly permitted by applicable law), decompile or disassemble any portion of the site, or otherwise access or use the site for purposes of creating a product or service that competes with any of our products or services.
- Remove any copyright, trademark, patent or other proprietary rights notice from the site or from materials originating from the site.
- Frame or mirror any part of the site.
- Systematically download and store site content.
- Use any bot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, “scrape,” “data mine” or in any way gather site content or reproduce or circumvent the navigational structure or presentation of the site. Notwithstanding the foregoing, we grant the operators of public search engines permission to use so-called “spiders” to copy materials from the site 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 these exceptions either generally or in specific cases.
- Attempt to increase or otherwise manipulate the price of a Story, for example, by bidding on a Story that you own, buying or selling a Story that you own (e.g., from one wallet to another wallet that you control), or making offers with no *bona fide* intent to purchase.
- Engage in activity that artificially increases view counts, likes or other metrics.
- Use the site to engage in any financial activity that requires registration or licensing.

You represent and warrant to us that neither you nor your financial institutions, nor any party that owns or controls you or your financial institutions, are: (a) subject to sanctions or designated on any list of prohibited or restricted parties, including lists maintained by the U.S. Government, the European Union or its member states, the U.N. Security Council, or any other applicable government authority; or (b) located in any country to which the United States has embargoed goods or against which the United States has applied sanctions.

Privacy. Please see our [Privacy Policy](#).

Your Rights to Your Story. Our intent is that while you own a Story, you own all copyright that may exist in the image and text depicted in the corresponding SVG file, subject to the rights of owners of other Stories. Unless legally compelled to do otherwise, we will not take a legal position inconsistent with that intent or support another party in taking such a position. In an effort to accomplish this intent, we intend to insert the following language into the metadata of each Story: “The rightful owner of this NFT owns all copyright that may exist in the image and text depicted in the corresponding SVG file, subject to the rights of owners of other NFTs minted under the same smart contract.”

Technological Requirements. You are responsible for obtaining and maintaining all telecommunications, broadband, computer hardware, equipment, software and services needed to access and use the site, and paying all related charges. Some features of the site may be facilitated through third-party APIs. We have no control over and bear no responsibility for third-party APIs, and the site may be impacted by third-party API issues, including outages of or changes to third-party APIs.

Feedback. Unless we expressly agree otherwise in writing, if you provide us with any ideas, proposals, suggestions or materials, whether through the site, through our official social media channels (*e.g.*, Twitter), by email or otherwise, and whether related to the site or otherwise (collectively, “**Feedback**”), you acknowledge and agree that: (a) your provision of any Feedback is gratuitous, unsolicited and without restriction and doesn’t place us under any fiduciary or other obligation; (b) any Feedback isn’t confidential, and we have no confidentiality obligations with respect to such Feedback; and (c) to the extent permitted under applicable law, any Feedback will become our sole property. Without limiting the foregoing, you grant us a worldwide, royalty-free, fully paid-up, exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to reproduce, distribute, perform and display (publicly or otherwise), adapt, modify and otherwise use and exploit such Feedback, in any format or media now known or hereafter developed, and you represent and warrant that you have all necessary rights to grant this license. We may use Feedback for any purpose whatsoever without attribution or compensation to you or any other person. You are and remain responsible for the content of any Feedback.

Our Content. Our trade names, trademarks, service marks, trade dress and other indicia of origin include YOUR STORY, YOURSTORY.WTF, and any associated logos. All trademarks and service marks on the site other than our trademarks are the property of their respective owners. You may not use our trademarks, whether registered or unregistered, on or in connection with any product or service in any manner that is likely to cause confusion. The information and materials made available through the site are and shall remain the property of us and our licensors and suppliers, and are protected by copyright, trademark, patent, or other proprietary rights and laws. Subject to and conditioned on your compliance with these terms, and solely for so long as we permit you to access and use the site, you may view one copy of any of our content on any single computer or device solely for your personal, non-commercial use, provided that you keep intact all copyright and other proprietary notices. Except as we expressly authorize in advance in writing, you shall not reproduce, modify, rent, lease, loan, sell, distribute, or create derivative works based upon (whether in whole or in part), all or any part of the site or any materials made available through the site. Nothing contained on the site grants or should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of our content without our express prior written consent.

Artwork Storage. WE CAN’T AND DON’T GUARANTEE THAT ANY STORY WILL REMAIN AVAILABLE ON THE BLOCKCHAIN, AND WE WILL HAVE NO RESPONSIBILITY OR LIABILITY, NOR WILL COLLECTORS OR PURCHASERS HAVE ANY REMEDY, IF ANY STORY BECOMES UNAVAILABLE. We recommend that you download the associated artwork in case it becomes unavailable on the blockchain.

Links. The site may provide links to other websites and online resources. Because we have no control over such sites and resources, you acknowledge and agree that we aren’t responsible for the availability of such external sites or resources, and we neither endorse nor are responsible or liable for any content, advertising, products or other materials on or available through such sites or resources. Other sites and services may

provide links to the site with or without our authorization. We don't endorse such sites or services, and aren't and will not be responsible or liable for any links from those sites or services to the site, any content, advertising, products or other materials available on or through such other sites or services, or any loss or damages incurred in connection therewith.

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We have the right, at any time and in our sole discretion, to block links to the site or any content on the site through technological or other means without prior notice.

Communications. We may communicate and transact with you electronically. We may provide you with notices by posting them to the site, by email, or by postal mail, in our discretion, assuming we have your contact information. We may also provide notices of changes to these terms or other matters by displaying such notices on the site or by providing links to such notices on the site. You agree that a printed version of these terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating these terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. We won't be responsible for failures to fulfill any obligations due to causes beyond our control.

Local Laws. While we have designed the site so that it may be used from virtually anywhere you can access the Internet, we can't guarantee that the site is appropriate for use everywhere. It is your (and not our) obligation to ensure that your use of the site complies with applicable local laws.

Termination. These terms are effective until terminated. We may, in our sole discretion, terminate these terms or terminate or suspend your access to or use of the site, in each case, in whole or in part and at any time and for any reason, including if it believes that you have violated or acted inconsistently with the letter or spirit of these terms. Upon any such termination or suspension, your right to use the site will immediately cease. You agree that any termination of these terms or termination or suspension of your access to or use of the site may be effected without prior notice. You agree that we won't be responsible or liable to you or any third party for any termination of these terms or termination or suspension of your access to the site or to any such information or files, and won't be required to make such information or files available to you after any such termination or suspension. The termination or expiration of these terms shall not affect the accrued rights and obligations of the parties or those representations, warranties, or other obligations that by their nature survive expiration or termination, including Sections 8 (Feedback), 9 (Our Content), 13 (Communications) and 15 (Termination) through 21 (Miscellaneous).

Disclaimer; Risks. YOUR USE OF THE SITE IS AT YOUR SOLE RISK. WE PROVIDE THE SITE TO YOU "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. YOU AGREE THAT YOU MUST EVALUATE, AND THAT YOU BEAR ALL RISKS ASSOCIATED WITH, THE USE OF THE SITE AND ANY PRODUCTS OR SERVICES MADE AVAILABLE THROUGH OR IN CONNECTION WITH THE SITE, INCLUDING ANY RELIANCE ON THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY MATERIALS AVAILABLE THROUGH THE SITE. WE DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SITE TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE IN TRADE. WE CAN'T AND DON'T GUARANTY THAT ANY CONTENT OF, OR PRODUCTS OR SERVICES MADE AVAILABLE THROUGH OR IN CONNECTION WITH, THE SITE WILL BE FREE FROM VIRUSES AND/OR OTHER CODE THAT MAY HAVE CONTAMINATING OR DESTRUCTIVE ELEMENTS. IT IS YOUR RESPONSIBILITY TO IMPLEMENT APPROPRIATE SECURITY SAFEGUARDS (INCLUDING ANTI-VIRUS AND OTHER SECURITY CHECKS) TO SATISFY YOUR PARTICULAR REQUIREMENTS AS TO THE SAFETY AND RELIABILITY OF YOUR USE OF THE SITE. OUR SERVICES

RELY ON EMERGING TECHNOLOGIES, INCLUDING BLOCKCHAIN, CRYPTOCURRENCY AND SMART CONTRACTS. SOME FEATURES ON THE SITE ARE SUBJECT TO INCREASED RISK THROUGH YOUR USE OR MISUSE OF TECHNOLOGIES SUCH AS PUBLIC-PRIVATE KEY CRYPTOGRAPHY. BY USING SUCH FEATURES, YOU ACKNOWLEDGE AND ACCEPT THESE HEIGHTENED RISKS.

In addition, we are not responsible or liable for, and you assume all responsibility, liability and risks associated with:

- Any gain or loss in value of any Stories;
- Acts or omissions of third parties, including Consensys Software Inc.;
- Problems caused by third-party software, hardware, technology, platforms or services, including the Ethereum Blockchain or MetaMask;
- Artists or others minting on another platform another NFT associated with the same artwork corresponding to a Story; or
- The transfer, loss, or inability to demonstrate ownership or control of, any NFT.

While we try to maintain the integrity and security of the site and the servers from which the site is operated, we don't guarantee that the site will be or remain secure, complete or correct, or that access to the site will be uninterrupted. The site may include inaccuracies, errors and materials that violate or conflict with these terms. Additionally, third parties may make unauthorized alterations to the site. If you become aware of any unauthorized third-party alteration to the site, please contact us at the e-mail address formed by the string "yourstorywtf" followed by "gmail.com" (←we are trying to avoid a cascade of spam here) with a description of the materials at issue and the URL or location on the site where such materials appear.

Moreover, the Internet or portions thereof may be subject to security breaches and other potentially harmful events. We are not responsible for any damage to any computer, software, hardware, equipment, content, data or other material resulting from any such security breach or harmful event, or from any Virus, bug, line failure, defect, delay in operation or transmission, deletion, error, fraud, interruption, omission, tampering, or unauthorized intervention, or any other technical or other malfunction.

You acknowledge and agree that you: (a) have received sufficient information to make an informed decision to buy the Story, (b) have carefully considered the code of the Story's smart contract and understand and accept its functions and risks; and (c) assume all risks associated with NFTs and other cryptographic tokens, including risks of: (i) losing access to the token as a result of losing seed phrases, usernames, passwords, private keys or other account credentials, problems with digital wallets, or custodial or purchaser error, (ii) hacking and security weaknesses, including phishing, brute-force, birthday, denial-of-service, 51% and other attacks, (iii) unexpected surges in activity or other operational or technical difficulties, and (iv) legal or regulatory action, taxation, personal information disclosure, and other foreseeable and unforeseeable risks.

Release. To the fullest extent permitted by law, you irrevocably and unconditionally release, acquit and discharge us and our successors and assigns from any and all past, present and future claims, demands, damages, fees, costs, rights and causes of action, known or unknown, suspected or unsuspected, disclosed or undisclosed, existing or contingent, direct or derivative, that have existed or may have existed, or that do exist, arising out of or related to: (a) acts or omissions of third parties, including disputes between users, or (b) other matters for which you have agreed that we are not responsible or liable. In particular, you knowingly and voluntarily waive all rights and benefits that you may have as a result of Section 1542 of the California Civil Code, which states: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Indemnity. You shall indemnify and hold us harmless, and at our election defend us, from and against all third-party claims, demands, losses, liabilities, damages, costs, and expenses (including attorney's fees) (collectively, "**Claims**") arising from or related to: (a) your access or use of, or activities in connection with,

the site (including Stories and payments); (b) your violation of these terms, any other policies posted on the site, any applicable law or regulation or any agreement with any third party; or (c) any disputes between you and another user or any third party. You are solely responsible for your interactions with any other users in connection with the site, including disputes, and we will have no liability or responsibility with respect thereto. We will control the defense and settlement of all such Claims, and you shall reasonably cooperate in such defense.

LIMITATION OF LIABILITY. WE WON'T BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE, DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION YOU HAVE PROVIDED IN CONNECTION WITH YOUR USE OF THE SITE, OR UNAUTHORIZED INTERCEPTION OF ANY SUCH INFORMATION BY THIRD PARTIES, EVEN IF ADVISED IN ADVANCE OF SUCH DAMAGES OR LOSSES. IN PARTICULAR, WE WON'T BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SITE OR FROM ANY CONTENT POSTED ON THE SITE BY ANY OF US OR ANY THIRD PARTY. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE IS TO STOP USING THE SITE. OUR MAXIMUM AGGREGATE LIABILITY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL BE THE GREATER OF \$100 OR THE TOTAL AMOUNT, IF ANY, THAT YOU'VE PAID US IN THE SIX MONTHS BEFORE YOUR CLAIM ACCRUED.

IT IS POSSIBLE THAT APPLICABLE LAW MAY NOT ALLOW FOR LIMITATIONS ON CERTAIN IMPLIED WARRANTIES OR EXCLUSIONS OR LIMITATIONS OF CERTAIN DAMAGES; SOLELY TO THE EXTENT THAT SUCH LAW APPLIES TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

Disputes.

Governing Law. These terms are governed by and shall be construed in accordance with the laws of the State of New York, USA without regard to any conflicts of law principles that would result in the application of the law of another jurisdiction.

Arbitration. Any dispute, controversy, or claim arising out of or relating to these terms whether under contract, tort, statute, or any other legal theory, or the breach, termination, or invalidity of these terms, shall be finally settled by binding arbitration administered by the American Arbitration Association and conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in force before one or more arbitrators appointed in accordance with such rules. The place of arbitration shall be New York County, New York. The arbitration proceedings shall be confidential and in English. The award rendered by the arbitrator(s) shall be final and binding on all parties. Judgment on the award may be entered in any court of competent jurisdiction. Any arbitration brought in connection with these terms will be conducted solely on an individual basis. Neither you nor we will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or other proceeding will be combined with another without the prior written consent of all parties to all affected proceedings. To the extent allowed under applicable law, you and we also agree not to participate in claims brought in a private attorney general or representative capacity, or any consolidated claims involving another person's account if we are a party to the proceeding. **You are giving up your right to participate as a class representative or class member on any class claim you may have against us, including any right to class arbitration or any consolidation of individual arbitrations.**

Time Limit on Claims. Any arbitration must be noticed within one year after the applicable claim accrued. Otherwise, the claim will be permanently barred, which means that the aggrieved party (whether you or us) will not have the right to assert the claim.

Attorneys' Fees. In addition to any other right to recover attorneys' fees that may exist at law or in equity, if you or we bring any legal action against the other party that is dismissed on a dispositive motion before trial, the party defending such action shall be entitled to recover its reasonable attorneys' fees.

Miscellaneous.

Legal Age or Parental Consent. You represent and affirm that you're of legal age to enter into these terms. You may not access or use the site if you're a minor. Minors may not mint, purchase or sell NFTs. If you are under 13 years old, you may not access or use the site.

Using Site on Behalf of Another Entity. If you access or use the site on behalf of another person or entity, (a) all references to "you" throughout these terms will include that person or entity, (b) you represent and warrant that you are authorized to enter into these terms on that person's or entity's behalf, and (c) if you or that person or entity violates these terms, both you and that person or entity shall be jointly and severally responsible for such violation, including for any obligation to indemnify us.

Third-party Beneficiaries. Except as otherwise expressly provided in these terms, these terms don't create any third-party beneficiary rights in any individual or entity that isn't a party to these terms.

Severability. If the application of any provision of these terms to any particular facts or circumstances shall for any reason be held to be invalid, illegal or unenforceable by a court, arbitration panel or other tribunal of competent jurisdiction, then (i) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of these terms, shall not in any way be affected or impaired thereby; and (ii) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties.

Relationship of Parties. These terms don't, and won't be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and us.

Assignment. You may not assign, transfer or sublicense any or all of your rights or obligations under these terms without our express prior written consent. We may assign, transfer or sublicense any or all of their rights or obligations under these terms without restriction. Any attempt to assign these terms except as permitted under this section will be null and void. Subject to the foregoing, these terms will bind and inure to the benefit of each party's successors and permitted assigns.

No Waiver. No waiver by any party of any breach or default of these terms will be deemed to be a waiver of any preceding or subsequent breach or default.

Headings & Interpretation. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. "Including" means "including without limitation."

Contact Us. If you have any questions regarding the site or the meaning or application of these terms, please direct such questions to the e-mail address formed by the string "yourstorywtf" followed by "gmail.com."

Notice for California Residents. Under California Civil Code Section 1789.3, California users are entitled to the following notice: If you have a complaint regarding the site, please contact us by e-mail at the e-mail address formed by the string "yourstorywtf" followed by "gmail.com." California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

Entire Agreement. These terms and all other policies posted on or referenced on the site, constitute the entire agreement between you and us relating to the subject matter hereof and supersede any and all prior or contemporaneous written or oral agreements or understandings between you and us relating to such subject matter.