

# Terms of Service

These Terms of Service, together with any amendments, order forms, and any additional agreements you enter into with DreaMachine in connection with the Service (collectively, “Terms”), govern your access to and use of DreaMachine (“DreaMachine”, “we” or “our”) websites, services, and applications (collectively, the “Service”). These Terms apply to all visitors, users and others who access or use the Service. Please read them carefully before using the Service.

By accessing or using the Service you agree to be bound by these Terms. If you are using the Service on behalf of an organization or entity (“Organization”), then you are agreeing to these Terms on behalf of that Organization, and you represent and warrant that you have the authority to bind the Organization to these Terms. In that case, “you” and “your” refers to you and that Organization.

## 1. The Service

The Service may continue to change over time as we refine and add more features. We may stop, suspend, or modify the Service at any time without prior notice to you. We may also remove any content (including your Content) from the Service at our discretion. We also may impose limitations on bandwidth usage for the Service (in case of security incidents or if we reasonably suspect abuse of the Service) as we, in our sole discretion, determine to be appropriate.

*You acknowledge and agree that the Service operates on or with or using application programming interfaces (APIs) and/or other services operated or provided by third parties (“Third Party Services”). DreaMachine is not responsible for the operation of any Third Party Services, nor the availability or operation of the Service to the extent such availability and operation is dependent upon Third Party Services. You are solely responsible for procuring any and all rights necessary to access Third Party Services and for complying with any applicable terms or conditions thereof. DreaMachine does not*

*make any representations or warranties with respect to Third Party Services. Any exchange of data or other interaction between you and Third Party Services is solely between you and that third party, and is governed by such third party's terms and conditions.*

## **2. Pricing and Payment**

There are no fees for the Service. The Service is considered as free to use for any kind of entity operating with the Service.

## **3. Content**

In using the Service, you provide us with information, files, and folders that you submit to DreaMachine (together, "Content"). You, and not DreaMachine, are responsible for maintaining and protecting all of your Content. DreaMachine will not be liable for any loss or corruption of your Content, or for any costs or expenses associated with backing up or restoring any of your Content.

You retain full ownership of your Content, but you hereby grant us a worldwide, non-exclusive, irrevocable, transferable, perpetual, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, edit, translate, make derivatives, display and distribute any and all Content in connection with providing the Service to you and other users in accordance with your settings on the Service.

This license also includes the right to modify or adapt your Content in order to transmit, display or distribute it over computer networks and in various media and/or make changes to your Content to conform and adapt that Content to any requirements or limitations of any networks, devices, services or media. You also extend these rights to the Third-Party Services with whom we work to provide the Service.

All Content in or on the Service, whether publicly posted or privately transmitted by users, is the sole responsibility of the person who originated such Content. We do not endorse,

support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Service or endorse any opinions expressed via the Service. If you use or rely on any Content or materials posted via the Service or obtained by you through the Service, it is at your own risk. Under no circumstances will DreaMachine be liable in any way for any Content, or any loss or damage of any kind incurred as a result of the use of any Content in the Service.

With written permission from you, we may use your name and logo on our website located at [www.dreamachine.io](http://www.dreamachine.io) for the purpose of marketing the Service. Use of your name and logo on the website will be revocable by you for any reason, at any time.

#### **4. Privacy**

We care about the privacy of our users. We collect, use and share personally identifiable information and non-personally identifiable information as described in our [Privacy Policy](#). To be clear, aside from the exceptions we identify in the [Privacy Policy](#), no matter how the Service changes, we won't share your Content with others unless: (a) you have given us permission to do so; (b) we are required to by law or by valid legal process; (c) we need to do so in order to provide you the Service; or (d) one of the other exceptions described in the Terms or [Privacy Policy](#) applies. By using the Service, you agree to the collection of such information, and to have your personal data collected, used, transferred to and processed by us and by third parties on our behalf.

#### **5. DreaMachine's License to You**

Subject to these Terms, DreaMachine gives you a personal, worldwide, royalty-free, non-assignable, non-sublicensable and non-exclusive license to use the Service. We reserve all rights in the Service (including all intellectual property rights) not expressly granted in these Terms. We can terminate this license at any time for any reason or for no reason.

#### **6. Your Conduct**

You agree that you are responsible for your use of the Service, for any Content you provide, and for any consequences thereof, including the use of your Content by other users and third parties. You understand that if you do not have the right to submit Content to the Service, doing so may subject you to liability. DreaMachine will not be responsible or liable for any use of your Content by DreaMachine in accordance with these Terms. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any Content that you submit, including all necessary rights to upload your Content for use in accordance with these Terms.

You agree not to post Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); (vii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or (viii) contains any information or content that you know is not correct and current. You agree that any Content that you post does not and will not violate rights of any kind, including, without limitation, any intellectual property rights or rights of privacy. We reserve the right, but are not obligated, to reject and/or remove any Content that we believe, in our sole discretion, violates these provisions.

We reserve the right at all times, but are not obligated, to remove or refuse to distribute any Content on the Service including your Content. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce

the Terms, including investigation of potential violations, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of DreaMachine, its users and the public.

You are solely responsible for your conduct, the content of your files and folders, and your communications with others while using the Service. For example, it's your responsibility to ensure that you have the rights or permission needed to comply with these Terms. We may choose to review content for compliance with our community guidelines, but you acknowledge that DreaMachine has no obligation to monitor any information on the Service. We are not responsible for the accuracy, completeness, appropriateness, or legality of files, user posts, or any other information you may be able to access using the Service.

## **7. Your Account**

You must provide us accurate information when you create your DreaMachine account. Your DreaMachine account gives you access to the Service. We may maintain different types of accounts for different types of users or organizations. When you connect to DreaMachine through a Third-Party Service, you thereby give us permission to access and use your information from that Third-Party Service (on such terms as are permitted by that service), and to store your log-in credentials for that service. You may never use another user's account without permission.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with DreaMachine or a Third-Party Service. We encourage you to use "strong" passwords that use a combination of upper- and lower-case letters, numbers and symbols with your account. You agree not to disclose your password to any third party. DreaMachine cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements. You must notify DreaMachine immediately upon becoming aware of any breach of security or unauthorized use of your account.

## **8. Access & Data Security**

You give us permission to access your computer, or other telecommunications or information systems ("Systems") in order to provide the Service. This permission is limited to those Systems, time periods, and personnel as are reasonably needed to provide the Service. Access is subject to business control and information protection policies, standards, and guidelines as you may provide to us. We warrant that we have adequate security measures in place to comply with the above obligations and to ensure that access granted hereunder will not impair the integrity and availability of your Systems.

We shall implement and maintain reasonable administrative, physical and technical safeguards that are designed to prevent any unauthorized use, access, processing, destruction, loss, alteration, or disclosure of any of your data (including any applicant or employee data furnished by you as may be held or accessed by us). And we shall notify you as soon as reasonably possible following discovery of any suspected breach or compromise of the security, confidentiality, or integrity of your data.

## **9. Confidential Information**

You agree that all code, inventions, know-how, business, technical and financial information which you obtain from us is our confidential property ("Confidential Information"), provided that it is identified in writing as confidential at the time of disclosure or, if disclosed verbally, is identified as confidential in writing within thirty (30) days of the disclosure. You will hold in confidence and not use or disclose any Confidential Information. But your non-disclosure obligations shall not apply to information which you can document: i) was rightfully in your possession or known to you prior to receipt of the Confidential Information; ii) is or has become public knowledge otherwise than through your fault; iii) is rightfully obtained by you from a third party without breach of any confidentiality obligation; iv) is independently developed by your employees whom had no access to such information; or v) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the disclosing party).

The terms of any agreement between you and DreaMachine shall be deemed confidential information of DreaMachine without any further marking or designation.

## **10. DreaMachine Property, Copyrights, and Feedback**

All right, title, and interest in and to the Service (excluding Content provided by users) are and will remain the exclusive property of DreaMcahine and its licensors. The Service is protected by copyright, trademark, and other laws of both the Czech Republic and foreign countries. Nothing in the Terms gives you a right to use the DreaMcahine name or any of the DreaMcahine trademarks, logos, domain names, and other distinctive brand features. Any feedback, comments, or suggestions you may provide regarding DreaMcahine, or the Service is entirely voluntary, and you acknowledge and irrevocably agree that we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

## **11. Acceptable Use of DreaMchine**

DreaMcahine is trusted by its users, and we trust you to use our Service responsibly. You agree not to misuse the Service. For example, you must not, and must not attempt to do the following things: use the Service for any unlawful purposes or for promotion of illegal activities; post any Content on the Service in violation of any applicable law, including intellectual property laws and right of privacy or publicity laws, or any contractual obligation; impersonate others through the Service or otherwise misrepresent your affiliation with a person or entity in a manner that does or is intended to mislead, confuse, or deceive others; publish or post other people's private or personally identifiable information, such as credit card numbers, street address or Social Security/National Identity numbers, without their express authorization and permission; send spam; publish or link to malicious content intended to damage or disrupt another user's browser or computer or to compromise a user's privacy; access, tamper with, or use non-public areas of the Service, DreaMcahine's computer systems, or the technical delivery systems of DreaMcahine's providers; probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; access or search the

Service by any means other than our publicly supported interfaces (for example, “scraping”); forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Service to send altered, deceptive or false source-identifying information; interfere with, or disrupt, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Service, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Service. International users agree to comply with all local laws regarding online conduct and acceptable content.

We may investigate and/or suspend your account if you violate any of the above rules. Furthermore, we reserve the right to immediately terminate your account without further notice in the event that, in our sole and absolute judgment, you violate these Terms, or abuse the Service.

Some use of our Service may require you to download a client software package (“Software”). DreaMcahine hereby grants you a limited, nonexclusive, nontransferable, revocable license to use the Software, solely to access the Service. Your license to use the Software is automatically revoked if you violate these Terms in a manner that implicates our intellectual property rights. You must not reverse engineer or decompile the Software, nor attempt to do so, nor assist anyone else to do so. Our Service may update the Software on your device automatically when a new version is available.

## **12. DMCA Notice**

DreaMcahine respects others’ intellectual property and asks that you do too. We will respond to notices of alleged copyright infringement if they comply with the law and are properly provided to us. Such notices should be reported to [support@dreamachine.io](mailto:support@dreamachine.io) and undergo our DMCA Process. We reserve the right to delete or disable content alleged to be infringing and to terminate repeat infringers.

## **13. Third-Party Links**



We may revise these Terms from time to time and the most current version will always be posted on our website. If a revision, in our sole discretion, is material we will notify you (for example via email to the email address associated with your account). Other changes may be posted to our blog or Terms page, so please check those pages regularly. By continuing to access or use the Service after revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new terms, please stop using the Services.

The Service may have links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by us. We do not endorse or assume any responsibility for any of these third-party sites, information, materials, products, or services. If you access a third-party website from the Service, you do so at your own risk, and you understand that these Terms and our [Privacy Policy](#) do not apply to your use of those sites. You expressly relieve DreaMcahine from any and all liability arising from your use of any third-party website, service, or content and agree that your dealings with any third-party website, service, or content is only between you and such third parties. You agree that we are not responsible for any loss or damage of any sort in your dealings with such third parties. Many of these third-party services expressly disclaim all warranties, support or other liabilities or obligations to you in respect of their software or service. For example, Third-party service requires us to communicate to you that they shall have no warranty, support or other obligation or liability to you in respect of your use of its software. You should read the applicable Terms of Service and [Privacy Policy](#) of any third-party link or service before using it.

## **14. Modifications**

We may revise these Terms from time to time and the most current version will always be posted on our website. If a revision, in our sole discretion, is material we will notify you (for example via email to the email address associated with your account). Other changes may be posted to our blog or Terms page, so please check those pages regularly. By continuing to access or use the Service after revisions become effective, you agree to be

bound by the revised Terms. If you do not agree to the new terms, then you do not have our permission to use the Service.

## **15. Indemnity**

To the fullest extent allowed by applicable law, you agree to indemnify and hold DreaMcahine, its affiliates, officers, agents, employees, suppliers, licensors and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any third party claims relating to (a) your use of the Service (including any actions taken by a third party using your account), and (b) your violation of these Terms. In the event of such a claim, suit, or action ("Claim"), we will attempt to provide notice of the Claim to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).

## **16. Entire Agreement**

These Terms (including any amendments, order forms, and any additional agreements you enter into with DreaMcahine in connection with the Service) and the [Privacy Policy](#) (which is hereby incorporated into these Terms by reference) will constitute the entire agreement ("Agreement") between DreaMcahine and you with respect to the subject matter contemplated herein, and supersede all oral statements and prior writings with respect to the subject matter contemplated herein. This Agreement is entered into after full investigation by each party, and neither party is relying on any statement or representation made by the other not embodied in this Agreement. If any provision of these Terms shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that these Terms shall otherwise remain in effect. No waiver shall be implied from conduct or failure to enforce or exercise rights under these Terms. Nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claiming to have waived.

## **17. No Warranty - DreaMachine is Available "AS-IS"**

Though we want to provide a great service, there are certain things about the Service we can't promise. THE SERVICE AND SOFTWARE ARE PROVIDED "AS IS", AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER DREAMACHINE, ITS AGENTS, AFFILIATES, LICENSORS, NOR SUPPLIERS, MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, AND NON-INFRINGEMENT. DREAMACHINE MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION IN, OR FROM, AN END USER OR CUSTOMER SERVICES ACCOUNT. DreaMcachine is not responsible for the accuracy, completeness, appropriateness, or legality of data, user posts, or any other information posted by a user.

DreaMcachine will have no responsibility for any harm to your computer system, loss or corruption of data, or other harm that results from your access to or use of the Service or Software.

## **18. Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL DREAMACHINE, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) DAMAGES, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT DREAMACHINE HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE; (B) AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICE MORE THAN THE GREATER OF \$20 OR THE AMOUNTS PAID BY YOU TO DREAMACHINE FOR THE PAST THREE MONTHS OF THE SERVICE IN QUESTION.

The Service is controlled and operated from its facilities in the Czech Republic. We make

no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable Czech Republic and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the Czech Republic, or are a foreign person or entity blocked or denied by the Czech Republic government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the Czech Republic.

## **19. Notice**

We may provide notifications, whether these are required by law or are for marketing or other business-related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our website, as determined by us in our sole discretion.

Any notice provided to DreaMcahine hereunder shall be in writing to the notice address set forth above and shall be deemed given: i) upon receipt, if by personal delivery; ii) upon receipt, if sent by certified or registered US Mail (return receipt requested); or iii) one (1) day after it is sent, if by next day delivery by a major commercial delivery service. Notices sent via email are deemed received at the time that the notices are sent.

## **20. Miscellaneous**

All sections of these Terms which by their nature should survive termination of any agreement between you and DreaMcahine, will survive termination, including, without limitation, restrictions, accrued rights to payment, confidentiality obligations, intellectual property rights, warranty disclaimers, and limitations of liability.

These Terms and any rights and licenses granted hereunder, may not be transferred or assigned by you without our written permission, but may be assigned by us without restriction. Any attempted transfer or assignment by you will be null and void.

No supplement, modification, or amendment of these Terms shall be binding unless executed in writing by a duly authorized representative of each party.

Neither DreaMcahine nor Customer will be liable for inadequate performance to the extent caused by a condition that was beyond the party's reasonable control (for example, natural disaster or Internet disturbance).

Termination is not an exclusive remedy and the exercise of DreaMcahine by any remedy under these Terms will be without prejudice to any other remedies it may have under these Terms, by law, or otherwise.