

**Terms of Service**  
**DreamFace Technologies, LLC**

**Effective Date:** 4/1/2025

These Terms of Service (“**Terms**”) apply to your access to and use of the **DreamFace Technologies, LLC** (“**DreamFace**” or “**we**”, “**us**” or “**our**”) software as a services platform (our “**Platform**”) and your use of Ryan, our autonomous robot, along with any and all equipment provided by DreamFace related to Ryan (our “**Equipment**”). We refer to the Platform and Equipment collectively as our “**Services**.”

By accessing or using our Services, you agree to read, comply with, and be legally bound by: (1) these Terms and (2) any additional terms and conditions, agreements, and policies published on the Platform or otherwise applicable to your use of the Services, excluding the Privacy Policy, (the “**Rules**”). You also agree that you may be bound by, and agree to comply with, as applicable to you, any agreements between us and a third party on whose behalf you access our Services (“**Customer Agreement**”). These Terms, the Rules, and the Customer Agreement are collectively referred to in these Terms as the “**Agreement**”.

**REVIEW THESE TERMS CAREFULLY. IF YOU DO NOT AGREE WITH THESE TERMS, YOU ARE NOT ELIGIBLE TO ACCESS OR USE OUR SERVICES.**

**1. SERVICES DO NOT PROVIDE MEDICAL OR MENTAL HEALTH ADVICE**

Our Services are designed for informational purposes only. **OUR SERVICES AND THE CONTENT PROVIDED THROUGH OR IN CONNECTION WITH OUR SERVICES DO NOT CONSTITUTE MEDICAL OR MENTAL HEALTH ADVICE, DIAGNOSIS, OR TREATMENT.** Accordingly, the information and other content provided through or in connection with our Services are not a substitute for professional medical or mental health advice, diagnosis, or treatment.

**IF YOU ARE IN NEED OF MEDICAL OR MENTAL HEALTH ASSISTANCE, NOW OR IN THE FUTURE, CONTACT A MEDICAL OR MENTAL HEALTH PROVIDER. IF YOU ARE HAVING A MEDICAL EMERGENCY, CALL 911.** Our Services are not actively monitored.

Please do not rely on any portion of our Services to make medical or mental health decisions. These decisions should be made in conjunction with individual medical or mental health providers. Before taking any action based on any of the information or other content provided through or in connection with our Services, please consult your medical or mental health provider. Never disregard professional medical or mental health advice, or delay seeking treatment, because of information or other content you have seen through or in connection with your use of our Services.

**2. ACCEPTANCE AND APPLICABILITY OF AGREEMENTS**

- 2.1 Representations and Warranties.** By using and accessing the Services, you represent to us that: (1) you are 18 years of age or older; (2) you are legally able to enter into contracts; (3) you are not a person barred from using the Services under federal, state, local or other laws; and (4) you have not previously been prohibited from using the Services for any reason.
- 2.2 Changes to Terms.** We may update or modify these Terms from time to time, without limitation by posting a revised version of these Terms on the Platform. By accessing or using our Services after we modified these Terms, you agree to be bound by such updates or modifications.

**2.3 Our Rights.** We reserve the right, but not the obligation, to take any of the following actions under the circumstances described below, without liability to you or any third party, except as required by applicable law:

- a) Modify, suspend, or terminate all or any part of the Services in response to security threats, legal or regulatory compliance requirements, technical issues, or business considerations that materially impact our ability to provide the Services;
- b) Restrict, suspend, or terminate your access to all or any part of the Services if:
  - You fail to make timely payments as required under this Agreement;
  - You violate any material term of this Agreement, including misuse of the Services or unauthorized access;
  - We are required to do so by law, regulation, or a governmental authority;
  - Your use of the Services poses a security risk, disrupts service integrity, or infringes on the rights of others;
- c) (Remove, relocate, or refuse to display any content available on the Services if such content:
  - Violates this Agreement or applicable laws;
  - Contains material that is harmful, offensive, or infringes on intellectual property rights;
  - Poses a risk to the security, performance, or stability of the Services;
- d) Deny access to the Services to any individual or entity only where such denial is necessary to prevent fraud, security threats, illegal activity, or material breaches of this Agreement.

### **3. USE OF THE SERVICES**

**3.1 Accounts.** You may receive access to the Platform and the ability to create an account. If you do so, the following terms apply to your account.

- (a) Each account is personal in nature and may only be used by the user assigned to the account. Thus, you must not allow anyone else to access or use the Services through your account, unless otherwise provided in the Agreements.
- (b) You are responsible for maintaining the confidentiality and security of your account, including keeping your password confidential.

**3.2 Acceptable Use.** Your use of the Services must comply with the following (“**Acceptable Use Restrictions**”):

- (a) You shall not: (i) copy, modify, or create derivative works of the Services, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component or source code of the Services, in whole or in part; (iv) remove any proprietary notices from the Services; (v) use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property rights or other rights of any person; (vi) access or use the Services for purposes of competitive analysis of the Services, the development, provision, or use of a competing software service or product or any other purpose that is to DreamFace’s detriment or commercial disadvantage; (vii) upload, transmit, or otherwise provide to or through the Services, any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code or virus; (viii) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in

any manner the Services or DreamFace's provision of Services to any third party, in whole or in part; (ix) bypass or breach any security device or protection used by the Services or other than by an Authorized User through the use of then valid access credentials; (x) except as expressly permitted herein, use the Services for timesharing or service bureau purposes; (xi) use the Services other than in accordance with this Agreement and in compliance with all applicable laws and regulations (including but not limited to any privacy laws, and laws and regulations concerning intellectual property, consumer and child protection, obscenity or defamation); (xii) except as expressly permitted by the functionalities of the Services, run or use any processes that "crawl," "scrape," or "spider" the Services.

**(b)** You acknowledge that the Services are not intended to be used as medical or mental health advice, diagnosis, or treatment of any medical or mental health condition or problem.

**3.3 Compliance with Applicable Laws.** You agree that you will comply with all applicable laws (e.g., federal, state, local, and other laws) when accessing or using our Services.

**3.4 Feedback.** By submitting ideas, suggestions, documents, proposals, products and/or technologies ("Feedback") to us in any way, you acknowledge and agree that: (1) your Feedback does not contain confidential or proprietary information; (2) we are not under any obligation of confidentiality, express or implied, with respect to the Feedback; (3) we shall be entitled to disclose (or choose not to disclose) such Feedback for any purpose and in any way; (4) we may have something similar to the Feedback already under consideration or in development; (5) your Feedback which is not subject to a patent, automatically becomes our property without any obligation to you; and (6) you are not entitled to any compensation or reimbursement of any kind from us under any circumstances.

#### 4. PERSONAL INFORMATION

**4.1 Personal Information.** For information regarding how we collect, use, and disclose personal information, please see our Privacy Policy available at [https://dreamface-privacy-agreement.s3.us-east-1.amazonaws.com/DreamFacePrivacyPolicy\\_2022-08-02.pdf](https://dreamface-privacy-agreement.s3.us-east-1.amazonaws.com/DreamFacePrivacyPolicy_2022-08-02.pdf)

**4.2 Privacy Considerations.** Our Platform may collect personal information about you or others, including patients or others that you may work as part of your job. This information includes capturing videos and collecting biometric data from individuals. Please take care in what information you use the Services to collect and that such information is appropriate. You agree not to use the Platform or Equipment, directly or indirectly, in a manner that would violate another individual's privacy.

#### 5. OWNERSHIP AND LICENSE

**5.1 Ownership.** All right, title and interest in and to our Services, including, but not limited to, all of the software and code that comprise and operate our Services, and all of the text, photographs, illustrations, images, graphics, audio, video, URLs and other materials provided through our Platform ("DreamFace Content") are owned by us or third parties who have licensed their content to us. Our Services are protected under trademark, service mark, trade dress, copyright, patent, trade secret and other intellectual property laws.

**5.2 Our Marks.** The DreamFace names and logos (including, but not limited to, those of our affiliates), all product and service names, all graphics, all button icons and all trademarks, service marks and logos appearing within the Services, unless otherwise noted, are trademarks (whether registered or not), service marks and/or trade dress of DreamFace (collectively, “**Our Marks**”). All other trademarks, product names, company names, logos, service marks and/or trade dress (collectively, “**Marks**”) mentioned, displayed, cited or otherwise indicated within the Services are the property of their respective owners. You are not authorized to display Our Marks or the Marks of any third party that appear within the Services without the prior written permission of the applicable third party.

**5.3 Limited License.** Subject to your acceptance of, and compliance with, the Agreements, we hereby grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the Services and the DreamFace Content in a manner that is consistent with the Agreements and their intended purpose(s). You obtain no rights to the Services except to use it in accordance with the Agreements. You may not use the Services in violation of the Acceptable Use Restrictions and will be solely liable for any damages, costs or expenses arising out of or in connection with your violation of any Acceptable Use Restrictions. You shall notify us immediately if you become aware of anyone else violating the Acceptable Use Restrictions and shall reasonably assist us with any investigations that we may conduct in light of the information you provide.

## **6. TERMINATION**

**6.1 Right to Terminate.** Subject to the terms set forth in the Agreements, in addition to, and not in lieu of, any of our other rights set forth in these Terms, we reserve the right, with or without notice and in our sole discretion, to terminate these Terms, your account, and/or your ability to access or use our Services for any reason, including, without limitation, for lack of use or if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms, or in the case of any activity by you that may harm us or other users, including, but not limited to, fraud, abuse of privileges, or misuse of our Services. You agree that we will not be liable to you or any third party for any such termination.

**6.2 Effects of Termination.** If we exercise our termination rights available under the Agreements, your license to access and use our Services shall immediately terminate and you must discontinue all access to and use of our Services affected by such termination. Please note that, if we terminate your account or you otherwise cancel your account, information you share with other users may remain available to those users.

**6.3 Fraudulent Activity.** If we suspect that you are engaging in any fraudulent, abusive, or illegal activity, we may refer such matter to appropriate law enforcement authorities.

**6.4 Survival.** The provisions of these Terms which by their nature are intended to survive the termination or cancellation of these Terms shall continue as valid and enforceable obligations notwithstanding any such termination or cancellation. Without limiting the foregoing, the provisions of these Terms regarding indemnity and limitations of liability shall survive the termination or cancellation of these Terms.

## **7. YOUR LIABILITY**

**7.1 Agreement to Indemnify.** You will indemnify and hold us (including our affiliates and subsidiaries, as well as our and their respective officers, directors, employees, and agents) harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of your breach of these Terms of Service, your improper use of our Services or your breach of any law or the rights of a third party.

## 8. DISCLAIMERS

### 8.1 Disclaimer of all Warranties

- (a) You agree that you are making use of our Services at your own risk, and that they are being provided to you on an "AS IS" and "AS AVAILABLE" basis. Accordingly, to the extent permitted by applicable law, we exclude all express or implied warranties, terms and conditions including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
- (b) WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AGAINST THE POSSIBILITY OF ERROR; DELETION; MISDELIVERY; FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS OR OTHER DATA; INVULNERABILITY TO VIRUSES, WORMS OR OTHER HARMFUL SOFTWARE OR HARDWARE; OR SERVICES UNAVAILABILITY DUE TO ANY NUMBER OF FACTORS INCLUDING, BUT NOT LIMITED TO, PERIODIC SYSTEM MAINTENANCE, SCHEDULED OR UNSCHEDULED, ACTS OF GOD, UNAUTHORIZED ACCESS, VIRUSES, DENIAL OF SERVICE OR OTHER ATTACKS, TECHNICAL FAILURE OF THE SERVICES AND/OR TELECOMMUNICATIONS INFRASTRUCTURE OR DISRUPTION. WE SHALL NOT BE LIABLE FOR ANY ATTEMPTS BY YOU TO ACCESS OR USE THE SERVICES BY METHODS, MEANS OR WAYS NOT INTENDED BY US.
- (c) SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS OF WARRANTIES MAY NOT APPLY TO YOU.

**8.2 Use of Services at Your Sole Risk.** YOUR ACCESS TO AND USE OF THE SERVICES IS AT YOUR SOLE OPTION, DISCRETION AND RISK. WE SHALL NOT BE LIABLE FOR ANY MALFUNCTIONS OF THE COMPUTER PROGRAMS RELATING TO THE SERVICES, BUGS OR VIRUSES RESULTING IN LOST DATA OR ANY OTHER DAMAGE TO YOUR COMPUTER EQUIPMENT, MOBILE PHONE OR MOBILE DEVICE OR SOFTWARE. YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOU UNDERSTAND THE SAFETY HAZARDS, RISKS, DANGERS, AND POTENTIAL FOR INJURY ASSOCIATED WITH USE OF ANY HUMAN-SIZED EQUIPMENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU FOREVER RELEASE, WAIVE AND DISCHARGE US, OUR SUBSIDIARIES, OWNERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES FROM ANY AND ALL LIABILITY FOR LOSS OR DAMAGE, AND FOR EVERY CLAIM OR CAUSE OF ACTION OF ANY KIND INCLUDING, BUT NOT LIMITED TO, BODILY INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOUR USE OF THE EQUIPMENT.

## 9. LIMITATION OF LIABILITY

**9.1 Liabilities for our Services.** In addition, to the extent permitted by applicable law, in no event will DreamFace (including our affiliates, and our and their officers, directors, agents, and employees) be liable to you or any third party under any claim at law or in equity for any

consequential damages or losses (including, but not limited to, loss of money, goodwill or reputation, profits, other intangible losses, or any special, indirect, or consequential damages), and all such damages or losses are expressly excluded by the Agreement whether or not they were foreseeable or DreamFace was advised of such damages or losses.

- 9.2 Maximum Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND WITHOUT LIMITING ANYTHING ELSE IN THESE TERMS, OUR ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY, WITH RESPECT TO YOUR USE OF THE SERVICES SHALL BE THE AMOUNT OF \$100.
- 9.3 Applicability of Limitations.** SOME STATES OR JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, SO SOME OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## **10. RELEASE**

If you have a dispute with one or more users, you release us and our respective officers, directors, employees, and agents, as well as our affiliates and subsidiaries and their respective officers, directors, employees, and agents (together the “**Released Parties**”) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release, you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time you agree to this release.

## **11. DISPUTE RESOLUTION**

**PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS.**

- 11.1 Waiver of Rights.** YOU AGREE THAT BY ACCESSING OR USING OUR SERVICES, YOU ARE WAIVING THE RIGHT TO A COURT OR JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST THE RELEASED PARTIES ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE OR COLLECTIVE PROCEEDING. ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.

### **11.2 Agreement to Arbitrate.**

- (a)** YOU AGREE THAT ANY AND ALL CLAIMS AND DISPUTES ARISING FROM OR RELATING IN ANY WAY TO THESE TERMS, YOUR ACCESS TO OR USE OF THE SERVICES, OR YOUR DEALINGS WITH THE RELEASED PARTIES IN CONNECTION WITH THE FOREGOING SHALL BE FINALLY SETTLED AND RESOLVED THROUGH BINDING INDIVIDUAL ARBITRATION AS DESCRIBED IN THIS SECTION.
- (b)** THIS AGREEMENT TO ARBITRATE INVOLVES INTERSTATE COMMERCE, AND, THEREFORE, SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT, 9 U.S.C. 1-16 (“**FAA**”), AND NOT BY STATE LAW.
- (c)** THIS AGREEMENT TO ARBITRATE IS INTENDED TO BE INTERPRETED BROADLY PURSUANT TO THE **FAA**.

- (d) THE ARBITRATION WILL BE GOVERNED BY THE COMMERCIAL ARBITRATION RULES AND THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"), AS MODIFIED BY THIS SECTION.
- (e) FOR ANY CLAIM WHERE THE TOTAL AMOUNT OF THE AWARD SOUGHT IS \$10,000 OR LESS, YOU MUST ABIDE BY THE FOLLOWING RULES: (1) THE ARBITRATION SHALL BE CONDUCTED SOLELY BASED ON TELEPHONE OR ONLINE APPEARANCES AND/OR WRITTEN SUBMISSIONS AND (2) THE ARBITRATION SHALL NOT INVOLVE ANY PERSONAL APPEARANCE BY THE PARTIES OR WITNESSES UNLESS OTHERWISE MUTUALLY AGREED BY THE PARTIES. IF THE CLAIM EXCEEDS \$10,000, THE RIGHT TO A HEARING WILL BE DETERMINED BY THE AAA RULES, AND THE HEARING (IF ANY) WILL TAKE PLACE IN DENVER, CO.
- (f) THE ARBITRATOR IS BOUND BY THE TERMS OF THIS AGREEMENT TO ARBITRATE. YOU ACKNOWLEDGE AND AGREE THAT, IN ANY ARBITRATION PROCEEDING, NO DEPOSITIONS WILL BE TAKEN, AND ALL OTHER FORMS OF DISCOVERY OF FACTS WILL BE LIMITED TO THOSE THINGS THAT THE ARBITRATOR DETERMINES, IN ITS SOLE DISCRETION, TO BE NECESSARY. FURTHER, IN ANY ARBITRATION PROCEEDING: (1) THERE SHALL BE NO PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL OR OTHER SPECIAL DAMAGES; (2) ALL DAMAGES, CLAIMS, AND AWARDS WILL BE GOVERNED BY COLORADO LAW; (3) THE PARTIES WILL CONDUCT THE ARBITRATION CONFIDENTIALLY AND EXPEDITIOUSLY AND WILL PAY THEIR OWN COSTS AND EXPENSES OF ARBITRATION, INCLUDING THEIR OWN ATTORNEY FEES. IF YOU PROVE THAT YOU ARE UNABLE TO AFFORD THE AAA FEE, YOU AGREE TO NOTIFY ALL PERSONS AGAINST WHOM YOU HAVE AN ARBITRABLE CLAIM AND GIVE SUCH PERSONS THE OPPORTUNITY, INDIVIDUALLY AND AS A GROUP, TO PAY SUCH FEE. THE PROCEEDING AND THE DECISION SHALL BE KEPT CONFIDENTIAL BY THE PARTIES.
- (g) THE ARBITRATOR MAY AWARD DECLARATORY OR INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM.
- (h) THE ARBITRATOR'S RULING IS BINDING AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION, OR APPLICATION MAY BE MADE TO SUCH COURT FOR JUDICIAL ACCEPTANCE OF ANY AWARD AND AN ORDER OF ENFORCEMENT, AS THE CASE MAY BE.
- (i) EXCEPT IN THE EVENT YOU OPT OUT OF THIS AGREEMENT TO ARBITRATE IN ACCORDANCE WITH SECTION 11.5, THIS AGREEMENT TO ARBITRATE WILL SURVIVE TERMINATION OF YOUR ACCESS TO OR USE OF OUR SERVICES AND YOUR RELATIONSHIP WITH US.
- (j) ALL CHALLENGES TO THE VALIDITY AND APPLICABILITY OF THIS AGREEMENT TO ARBITRATE (I.E., WHETHER A PARTICULAR CLAIM OR DISPUTE IS SUBJECT TO ARBITRATION) SHALL BE DETERMINED BY THE ARBITRATOR.

**11.3 Information About Arbitration.** INFORMATION ON AAA AND HOW TO START ARBITRATION CAN BE FOUND AT [WWW.ADR.ORG](http://WWW.ADR.ORG). THERE IS NO JUDGE OR JURY IN ARBITRATION. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT AND REVIEW BY A COURT IS LIMITED. YOU WILL NOT BE ABLE TO HAVE A COURT OR

JURY TRIAL OR PARTICIPATE IN A CLASS ACTION OR CLASS ARBITRATION. YOU UNDERSTAND AND AGREE THAT BY AGREEING TO RESOLVE ANY DISPUTE THROUGH INDIVIDUAL ARBITRATION, YOU ARE WAIVING THE RIGHT TO A COURT OR JURY TRIAL. ANY DISPUTE SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND NOT AS A CLASS ACTION, REPRESENTATIVE ACTION, CLASS ARBITRATION, OR SIMILAR PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE THE CLAIMS OF MULTIPLE PARTIES.

**11.4 Challenges to Validity of Agreement to Arbitrate.** YOU AGREE THAT ALL CHALLENGES TO THE VALIDITY AND APPLICABILITY OF THIS AGREEMENT TO ARBITRATE (*i.e.*, WHETHER A PARTICULAR CLAIM OR DISPUTE IS SUBJECT TO ARBITRATION) SHALL BE DETERMINED BY THE ARBITRATOR. NOTWITHSTANDING ANY PROVISION IN THE AGREEMENTS TO THE CONTRARY, IF THE CLASS ACTION WAIVER ABOVE IS DEEMED INVALID OR UNENFORCEABLE, YOU AGREE THE YOU SHALL NOT SEEK TO, AND WAIVE ANY RIGHT TO, ARBITRATE CLASS OR COLLECTIVE CLAIMS.

**11.5 Opt-Out of Agreement to Arbitrate.** IF YOU WISH TO OPT OUT OF THE AGREEMENT TO ARBITRATE, WITHIN 45 DAYS OF the Effective Date of the Terms and User OR WHEN YOU FIRST YOU THE SERVICES, WHICHEVER IS LATER, YOU MUST SEND US A LETTER STATING: "REQUEST TO OPT-OUT OF AGREEMENT TO ARBITRATE" TO: [info@dreamfacetech.com](mailto:info@dreamfacetech.com)

**11.6 Venue for Litigation.** IF THE AGREEMENT TO ARBITRATE IN SECTION 11.2 ABOVE IS FOUND UNENFORCEABLE OR TO NOT APPLY FOR A GIVEN DISPUTE, OR IF YOU OPTS OUT OF THE AGREEMENT TO ARBITRATE IN ACCORDANCE WITH SECTION 11.2, THEN, UNLESS PROHIBITED BY APPLICABLE LAW, THE PROCEEDINGS MUST BE BROUGHT EXCLUSIVELY IN THE UNITED STATES DISTRICT COURT FOR THE STATE OF COLORADO AND THE STATE COURTS OF COLORADO LOCATED IN DENVER, COLORADO, AS APPROPRIATE. YOU ALSO THEREFORE AGREE TO SUBMIT TO THE PERSONAL JURISDICTION OF EACH OF THESE COURTS FOR THE PURPOSES OF LITIGATING SUCH CLAIMS OR DISPUTES, AND YOU HEREBY WAIVE YOUR RIGHT TO A JURY TRIAL, WAIVE YOUR RIGHT TO INITIATE OR PARTICIPATE IN A CLASS OR COLLECTIVE ACTION, AND AGREE TO REMAIN BOUND BY ANY AND ALL LIMITATIONS OF LIABILITY AND DAMAGES INCLUDED IN THIS AGREEMENT.

## **12. ADDITIONAL TERMS**

**12.1 Governing Law.** These Terms will be governed by the laws of Colorado, without giving effect to any principles of conflicts of laws.

**12.2 Electronic Communications.** The communications between you and DreamFace use electronic means. For contractual purposes, you: (1) consent to receive communications from us in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically, including, but not limited to, the Agreements, satisfy any legal requirement that such communications would satisfy if they were provided in a hardcopy writing. The foregoing does not affect your non-waivable rights.

**12.3 Severability.** If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a

valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the applicable Agreements shall continue in effect.

- 12.4 Non-Waiver.** Our failure to enforce any provision of the Agreements shall not be deemed a waiver of such provision nor of the right to enforce such provisions.
- 12.5 Assignment.** We reserve the right to transfer, assign, sublicense or pledge any or all of the Agreements, in whole or in part, to any person without notice, provided that any such assignment will be on the same terms or terms that are no less advantageous to you. You may not assign, sublicense or otherwise transfer in any manner whatsoever any of your rights or obligations under the Agreement.
- 12.6 Headings.** The section headings and sub-headings contained in these Terms are for convenience only and have no legal or contractual effect.
- 12.7 Conflicts.** In the event of any conflict between these Terms and any other Agreements, these Terms shall control with respect to any conflicts relating to your access or use of our Services.
- 12.8 Support.** If you have any questions or concerns about the Services or these Terms, please email us at [info@dreamfacetech.com](mailto:info@dreamfacetech.com) .