

## Website Terms and Conditions

These Website Terms and Conditions (“**Website Terms**”) apply to DreamFace Technologies, LLC (“**DreamFace**” or “**we**”, “**us**” or “**our**”) websites, including without limitation <https://dreamfacetech.com/>, along with the features, functionalities, applications, browser extensions and other services available through our website (collectively, our “**Websites**”). By accessing or using our Websites, you agree to read, comply with, and be legally bound by these Website Terms.

If you create an account or otherwise use our services, your access to and use of those services will be governed by the Terms of Service available at [https://dreamfacetech.com/Assets/pdf/DreamFace%20Terms%20of%20Service%20 3312025%20\(CLEAN\).pdf](https://dreamfacetech.com/Assets/pdf/DreamFace%20Terms%20of%20Service%203312025%20(CLEAN).pdf).

**REVIEW THESE TERMS CAREFULLY. IF YOU DO NOT AGREE WITH THESE TERMS, YOU ARE NOT ELIGIBLE TO ACCESS OR USE OUR WEBSITE (IN WHOLE OR IN PART).**

### 1. WEBSITES

(a) Authorization. Subject to the terms and conditions of these Website Terms, DreamFace hereby grants you a non-exclusive, non-transferable right to access and use the Websites.

(b) Use Restrictions. Without limitation, you are not allowed to access or use our Websites to: (1) violate any laws; (2) transmit or upload any software or other materials that contain any viruses, worms, trojan horses, defects, time bombs or other items of a destructive nature; or (3) engage in any action with another user on the Websites designed to circumvent the features provided by the Websites; (4) reformat any portion of our Websites; (5) use any device, software, or procedure that interferes with, or attempts to interfere with, the normal operation of our Websites; (3) take any action that imposes, or may impose, as determined by us in our sole discretion, an unreasonable or disproportionately large load on our information technology infrastructure; (4) modify, adapt, disassemble, decompile, translate or reverse engineer any portion of our Websites or otherwise attempting to reconstruct or discover any source code or underlying ideas, algorithms, file formats, or programming interoperability interfaces of our Websites; (5) disrupt or otherwise interfering with our Websites or the networks or servers we use; (13) create any derivative works based on our Websites; and (14) modifying, obscuring, or removing any proprietary notices on our Websites or copies thereof.

(c) Links to Third Party Websites. Our Websites may include links to other websites or services. You acknowledge and agree that we are not responsible for the availability of such external sites or resources and that we do not endorse and are not responsible or liable for any such linked sites or other information, material, products or services contained on or accessible through other linked sites. Furthermore, we make no express or implied warranties with regard to the information, material, products or services that are contained on or accessible through linked sites, unless otherwise provided in the Agreements. Your access to and use of linked sites, including information, material, products and services on linked sites or available through linked sites is solely at your own risk.

(d) Termination. DreamFace may terminate these Website Terms or restrict your access to the Websites under the following circumstances:

- **Breach of Terms:** You materially violate these Website Terms, including but not limited to misuse of the Website, unauthorized access, or infringement of intellectual property rights.
- **Non-Payment:** If applicable fees are not paid in accordance with any agreed-upon terms.
- **Legal or Regulatory Requirements:** DreamFace is required to do so by law, regulation, or a governmental authority.
- **Security or Integrity Risks:** Your use of the Website poses a security threat, disrupts service integrity, or risks harm to DreamFace, its users, or third parties.
- **Fraud or Misrepresentation:** If you provide false, misleading, or fraudulent information in connection with your use of the Website.

(e) Your 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).

## 2. OWNERSHIP.

(a) Website Ownership. You acknowledge that, as between you and us, we own all right, title, and interest, including all intellectual property rights, in and to the Websites.

(b) Reservation of Rights. DreamFace reserves all rights not expressly granted to you in these Website Terms. Except for the limited rights and licenses expressly granted under these Website Terms, nothing in these Website Terms grants, by implication, waiver, estoppel, or otherwise, to you or any third party any intellectual property rights or other right, title, or interest in or to the Websites or any and all intellectual property provided to you in connection with the foregoing.

## 3. DISCLAIMER OF WARRANTIES.

(a) THE WEBSITES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND WITH ALL FAULTS WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, QUIET POSSESSION, OR NON-INFRINGEMENT.

(b) NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY DREAMFACE, ITS AFFILIATES, OR OTHER THIRD PARTIES SHALL CREATE A WARRANTY OF ANY KIND OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY EXPRESSLY GRANTED HEREIN. DREAMFACE MAKES NO WARRANTY OF ANY KIND THAT THE WEBSITES, OR ANY OF THE RESULTS FROM THE USE THEREOF, WILL MEET VISITOR’S OR ANY THIRD PARTY’S, REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE WITH ANY SOFTWARE, SYSTEMS, OR OTHER SERVICES OR BE SECURE, ACCURATE, COMPLETE, OR ERROR-FREE.

## 4. LIMITATIONS OF LIABILITY.

(a) IN NO EVENT WILL EITHER DREAMFACE BE LIABLE UNDER OR IN CONNECTION WITH THESE WEBSITE TERMS UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF

CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; OR (iv) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER VISITOR WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

(b) IN NO EVENT WILL DREAMFACE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE WEBSITE TERMS UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED \$100.

## 5. MISCELLANEOUS

(a) Governing Law. The laws of the State of Colorado govern all matters arising under or relating to these Website Terms.

(b) Conflicts. Where applicable, in the event of any conflict or inconsistency between the provisions of (i) any applicable Order Form, (ii) the Service Terms, (iii) the End User Terms, (iv) these Website Terms, (v) any other Supplement (as applicable), (vi) the Rules, and (vii) any other documents or policies referenced in the Order Form or the Supplements, the governing order of precedence shall be in the priority listed in this sentence.

(c) Forum. Any Party bringing a legal action or proceeding against any other Party arising out of or relating to these Website Terms must only bring the legal action or proceeding in Denver, Colorado. Each Party waives, to the fullest extent permitted by law, (i) any objection to the venue of any action, dispute or proceeding arising out of or relating to these Website Terms; and (ii) any claims of an inconvenient forum.

(d) Waiver of Trial by Jury. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY, UNCONDITIONALLY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THESE WEBSITE TERMS.

(e) Waiver and Cumulative Remedies. No failure or delay by either Party in exercising any right under these Website Terms shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.

(f) Force Majeure. DreamFace will not be liable for any delays or failures in performance due to circumstances beyond its reasonable control. In the event any such delay continues for a period of sixty (60) or more days, DreamFace may terminate these Website Terms upon ten (10) business days' prior written notice, provided you shall remain responsible for payments, if applicable, due to DreamFace prior to termination.

(g) Survival. The provisions of these Website Terms which by their nature are intended to survive the termination or cancellation of these Website Terms shall continue as valid and enforceable obligations notwithstanding any such termination or cancellation. Without

limiting the foregoing, the provisions of the regarding indemnity and limitations of liability, shall survive the termination or cancellation of these Website Terms.

(h) Severability. If any part of these Website Terms is determined to be invalid or unenforceable pursuant to applicable law, including, but not limited to, any warranty disclaimers and limitations of liability 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 these Website Terms shall continue in effect.

[END OF THESE WEBSITE TERMS]