

# DreamFlare Inc. Terms of Service

## AGREEMENT TO OUR LEGAL TERMS

We are DreamFlare Inc. ("Company," "we," "us," "our").

We operate the website <https://www.dreamflare.ai> (the "Site"), as well as any other related products and services that refer or link to these legal terms (the "Legal Terms") (collectively, the "Services").

You can contact us by email at [contactus@dreamflare.ai](mailto:contactus@dreamflare.ai) or by mail to DreamFlare Inc 1207 Delaware Ave #2136 , Wilmington, DE DE, United States.

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you"), and DreamFlare Inc., concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Legal Terms. IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Services from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Legal Terms at any time and for any reason. We will alert you about any changes by updating the "Last updated" date of these Legal Terms, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Legal Terms to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Legal Terms by your continued use of the Services after the date such revised Legal Terms are posted.

We recommend that you print a copy of these Legal Terms for your records.

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## 1. OUR SERVICES

The Services are provided by DreamFlare Inc, a Delaware corporation. We make no representation that the Services are appropriate or available for use in all locations. You are solely responsible for compliance with all applicable laws and regulations in the location from which you access or use the Services. If you access the Services from a location outside the United States, you do so at your own risk and are responsible for compliance with local laws, if and to the extent local laws are applicable.

By accessing or using the Services, you represent and warrant that you are not

located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties.

## 2. INTELLECTUAL PROPERTY RIGHTS

### Our Intellectual Property

We are the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services (collectively, the "Content"), as well as the trademarks, service marks, and logos contained therein (the "Marks").

Our Content and Marks are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws) and treaties in the United States and around the world.

The Content and Marks are provided in or through the Services "AS IS" for your personal, non-commercial use or internal business purpose only.

### Your use of our Services

Subject to your compliance with these Legal Terms, including the "PROHIBITED ACTIVITIES" section below, we grant you a non-exclusive, non-transferable, revocable license to:

- access the Services; and
- download or print a copy of any portion of the Content to which you have properly gained access.

solely for your personal, non-commercial use or internal business purpose. Except as set out in this section or elsewhere in our Legal Terms, no part of the Services

and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

If you wish to make any use of the Services, Content, or Marks other than as set out in this section or elsewhere in our Legal Terms, please address your request to: [contactus@dreamflare.ai](mailto:contactus@dreamflare.ai). If we ever grant you the permission to post, reproduce, or publicly display any part of our Services or Content, you must identify us as the owners or licensors of the Services, Content, or Marks and ensure that any copyright or proprietary notice appears or is visible on posting, reproducing, or displaying our Content.

We reserve all rights not expressly granted to you in and to the Services, Content, and Marks.

Any breach of these Intellectual Property Rights will constitute a material breach of our Legal Terms and your right to use our Services will terminate immediately.

## Your submissions

Please review this section and the "PROHIBITED ACTIVITIES" section carefully prior to using our Services to understand the (a) rights you give us and (b) obligations you have when you post or upload any content through the Services.

**Submissions:** By submitting any question, comment, suggestion, idea, feedback, or other information about the Services (collectively, "Submissions"), you hereby grant us a perpetual, irrevocable, worldwide, license to publish, promote, and distribute the content of your Submission in any medium. We will make reasonable effort to credit you for your Submission. By making a Submission, you agree to our revenue-earning and sharing mechanisms and payment systems, which will be determined at our sole discretion and communicated directly with you if and when your Submission is accepted. You acknowledge and agree that such mechanisms and systems may

include, but are not limited to, revenue sharing, payment terms, and other financial arrangements as determined by us. You further agree that we have the right to use, modify, adapt, and create derivative works from your Submission subsequent to its publication.

For clarity, these terms regarding "Submissions" do not apply to video content or other creative materials submitted for potential inclusion on our content platform, which are defined as "User Generated Contributions" and governed by the terms in Sections 5 and 6 of these Legal Terms.

You are responsible for what you post or upload: By sending us Submissions through any part of the Services you:

- Confirm that you have read and agree with our "PROHIBITED ACTIVITIES" and will not post, send, publish, upload, or transmit through the Services any Submission that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading;
- To the extent permissible by applicable law, waive any and all moral rights to any such Submission;
- Warrant that any such Submission are original to you or that you have the necessary rights and licenses to submit such Submissions and that you have full authority to grant us the above-mentioned rights in relation to your Submissions; and
- Warrant and represent that your Submissions do not constitute confidential information.

You are solely responsible for your Submissions and you expressly agree to reimburse us for any and all losses that we may suffer because of (a) this section, (b) any third party's intellectual property rights, or (c) applicable law.

### 3. USER REPRESENTATIONS

By using the Services, you represent and warrant that: (1) you have the legal capacity and you agree to comply with these Legal Terms; (2) you are not a minor in the jurisdiction in which you reside; (3) you will not access the Services through automated or non-human means, whether through a bot, script or otherwise; (4) you will not use the Services for any illegal or unauthorized purpose; and (5) your use of the Services will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

## 4. PROHIBITED ACTIVITIES

You may not access or use the Services for any purpose other than that for which we make the Services available. The Services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Services, you agree not to:

- Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained therein.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services. ■ Use any information obtained from the Services in order to harass, abuse, or harm another person.
- Make improper use of our support services or submit false reports of abuse or misconduct.

- Use the Services in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorized framing of or linking to the Services.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any Content. ■ Attempt to impersonate another user or person or use the username of another user. ■ Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.
- Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.
- Copy or adapt the Services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or use or launch any unauthorized script or other software.
- Use a buying agent or purchasing agent to make purchases on the Services. ■ Make any unauthorized use of the Services, including collecting usernames and/or email

addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.

- Use the Services as part of any effort to compete with us or otherwise use the Services and/or the Content for any revenue-generating endeavor or commercial enterprise.

## 5. USER GENERATED CONTRIBUTIONS

Okay, I can certainly provide the changed sections again for your review. Please remember that these are drafts and should be reviewed by your legal counsel before implementation.

Here are the proposed new and modified sections:

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### 1. Modification to Section 2: INTELLECTUAL PROPERTY RIGHTS

Within the existing Section 2: INTELLECTUAL PROPERTY RIGHTS, under the sub-heading "Your submissions":

Option A (Minimal change to current "Your submissions"): Add the following sentence at the end of the first paragraph of the "Submissions" part of "Your submissions":

"For clarity, these terms regarding "Submissions" do not apply to video content or other creative materials submitted for potential inclusion on our content platform, which are defined as "User Generated Contributions" and governed by the terms in Sections 5 and 6 of these Legal Terms."

Or, if you prefer Option B (Slightly more integrated): Modify the definition of "Submissions" in the first paragraph of the "Submissions" part of "Your submissions" to read:

"Submissions: By submitting any question, comment, suggestion, idea, feedback, or other non-video content information about the Services (collectively, "Feedback Submissions"), you hereby grant us a perpetual, irrevocable, worldwide, license to publish, promote, and distribute the content of your Feedback Submission in any medium. We will make

reasonable effort to credit you for your Feedback Submission. By making a Feedback Submission, you agree to our revenue-earning and sharing mechanisms and payment systems, which will be determined at our sole discretion and communicated directly with you if and when your Feedback Submission is accepted. You acknowledge and agree that such mechanisms and systems may include, but are not limited to, revenue sharing, payment terms, and other financial arrangements as determined by us. You further agree that we have the right to use, modify, adapt, and create derivative works from your Feedback Submission subsequent to its publication."

*(This option renames "Submissions" to "Feedback Submissions" to clearly differentiate them from the video content defined later.)*

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## 2. Proposed New Section 5 (to replace the current Section 5 entirely):

### 5. USER GENERATED CONTRIBUTIONS AND CONTENT SUBMISSIONS

The Services allow users to submit video content and associated materials ("User Generated Contributions" or "Content") for potential use on our content platform and in related promotional activities. You may submit your User Generated Contributions through designated third-party platforms (e.g., X, formerly known as Twitter, or other platforms as we may permit from time to time) or other methods we may specify.

By creating, submitting, posting, displaying, transmitting, or otherwise making available any User Generated Contributions to us or through the Services (including via designated third-party platforms for the purpose of submission to us), you represent and warrant that:

- You are the creator and owner of the User Generated Contributions, or you have the necessary licenses, rights, consents, releases, and permissions to grant us the rights and license set forth in Section 6 ("Contribution License For User Generated Contributions") below.
- Your User Generated Contributions do not and will not infringe, misappropriate, or violate any third-party right, including any copyright, trademark, patent, trade

secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right.

- Your User Generated Contributions do not contain any material that is unlawful, defamatory, libelous, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent, or otherwise objectionable.
- Your User Generated Contributions do not contain any viruses, adware, spyware, worms, or other harmful or malicious code.
- Your User Generated Contributions are accurate and not misleading.
- The use and exploitation of your User Generated Contributions by us as contemplated by these Legal Terms and the Contribution License For User Generated Contributions will not violate any applicable laws or regulations, and will not require obtaining any further consents or licenses from, or making any payments to, any third party.
- You have obtained all necessary consents and releases from any and all identifiable individuals depicted in your User Generated Contributions, including, if applicable, parental or guardian consent for any individuals under the age of 18 (or the age of majority in their jurisdiction of residence), to use their likeness and other personal attributes in the manner contemplated by these Legal Terms and the Contribution License For User Generated Contributions.
- You understand that we are under no obligation to use, publish, or display any User Generated Contributions you submit.
- You understand that any User Generated Contributions you submit may be viewable by others.

## 6. CONTRIBUTION LICENSE FOR USER GENERATED CONTRIBUTIONS

You retain full ownership of the copyright in your User Generated Contributions, subject to the license granted herein.

By submitting, posting, or otherwise providing User Generated Contributions to us (including through designated third-party platforms like X for the purpose of submission to

our Services), you hereby grant to DreamFlare Inc. and our affiliates, successors, and assigns a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, transferable, and sublicensable license to:

- Use, host, store, reproduce, modify, adapt (including for formatting, excerpting, or technical requirements), publish, publicly perform, publicly display, distribute, transmit, and broadcast your User Generated Contributions, in whole or in part, in any and all media formats and channels now known or hereafter developed, including but not limited to our content platform(s), websites, applications, and in our advertising, marketing, and promotional materials, at our sole discretion.
- Create derivative works from your User Generated Contributions, including but not limited to compilations, montages, or for use in broader advertising campaigns.
- Use the name, username (e.g., your X username if submitted via X), likeness, voice, and biographical information that you provide in connection with your User Generated Contributions for attribution, promotional, and advertising purposes. While we generally endeavor to provide attribution when reasonably practicable, you acknowledge and agree that we are under no obligation to provide attribution in every instance of use, and you waive any right to inspect or approve any such use or attribution, or lack thereof.

This license is granted without any expectation of compensation, payment, or renumeration of any kind to you, other than any potential exposure or publicity you may receive from our use of your User Generated Contributions, which you acknowledge is sufficient consideration for the rights granted herein.

You understand and agree that we have the right, but not the obligation, to use, display, or publish any User Generated Contributions you submit. We may also remove, refuse, or choose not to use any User Generated Contributions at our sole discretion, for any reason or no reason, without notice to you.

If you wish to request the takedown of your User Generated Contributions from our Services, you may contact us at [contactus@dreamflare.ai](mailto:contactus@dreamflare.ai). While we will consider such requests, we are under no obligation to remove User Generated Contributions, particularly if they have already been widely distributed or incorporated into promotional

materials, or where the license granted is perpetual and irrevocable. Each request will be evaluated on a case-by-case basis at our sole discretion.

For the avoidance of doubt, this Contribution License for User Generated Contributions survives any termination of your use of the Services or these Legal Terms.

The terms applicable to "Submissions" or "Feedback Submissions" as defined in Section 2 ("INTELLECTUAL PROPERTY RIGHTS" - "Your submissions"), which relate to feedback, ideas, and suggestions about the Services, are distinct from this Contribution License for User Generated Contributions.

## 7. SERVICES MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Services for violations of these Legal Terms; (2) take appropriate action against anyone who, in our sole discretion, violates the law or these Legal Terms, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

## 8. TERM AND TERMINATION

These Legal Terms shall remain in full force and effect while you use the Services. WITHOUT LIMITING ANY OTHER PROVISION OF THESE LEGAL TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE LEGAL TERMS OR

OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICES OR DELETE ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

## 9. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Services. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services.

We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these Legal Terms will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

## 10. GOVERNING LAW

These Legal Terms shall be governed by and defined following the laws of Delaware, USA. DreamFlare Inc. and yourself irrevocably consent that the courts of Delaware, USA shall

have exclusive jurisdiction to resolve any dispute which may arise in connection with these Legal Terms.

## 11. DISPUTE RESOLUTION

### Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Legal Terms (each a "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least one-hundred and eighty (180) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

### Binding Arbitration

Any dispute arising out of or in connection with these Legal Terms, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by a court of competent jurisdiction located in the State of Delaware. You hereby irrevocably consent to the exclusive jurisdiction and venue of such courts and waive any objection to such jurisdiction or venue. The language of the proceedings shall be English. The governing law of these Legal Terms shall be the substantive law of the State of Delaware, without regard to its conflict of laws provisions

### Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

## Exceptions to Informal Negotiations and Arbitration

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

## 12. CORRECTIONS

There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

## 13. DISCLAIMER

THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES' CONTENT OR THE CONTENT OF ANY WEBSITES OR MOBILE APPLICATIONS LINKED TO THE SERVICES AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (3) ANY

UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

#### **14. LIMITATIONS OF LIABILITY**

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE LESSER OF THE AMOUNT PAID, IF ANY, BY YOU TO US OR . CERTAIN US STATE LAWS AND INTERNATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

#### **15. INDEMNIFICATION**

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and

against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) use of the Services; (2) breach of these Legal Terms; (3) any breach of your representations and warranties set forth in these Legal Terms; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the Services with whom you connected via the Services. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

## 16. USER DATA

We will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to your use of the Services. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services.

In connection with User Generated Contributions submitted to us, including through third-party platforms such as X, we may collect certain personal information, such as your username from that platform, for attribution and contact purposes as outlined in these Legal Terms

You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

## 17. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Services, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Services, satisfy any legal requirement that such communication be in writing. **YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SERVICES.** You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

## **18. MISCELLANEOUS**

These Legal Terms and any policies or operating rules posted by us on the Services or in respect to the Services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a waiver of such right or provision. These Legal Terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Legal Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Legal Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Legal Terms or use of the Services. You agree that these Legal Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Legal Terms and the lack of signing by the parties hereto to execute these Legal Terms.

## **19. CONTACT US**

In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us at:

DreamFlare Inc.

DreamFlare Inc 1207 Delaware Ave #2136

Wilmington, DE DE

United States

[support@dreamflare.ai](mailto:support@dreamflare.ai)

## 20. Accessibility Statement for DreamFlare AI

### Our Commitment

DreamFlare Inc. is committed to making our website and platform, DreamFlare AI, accessible to everyone, including people with disabilities. We strive to provide a welcoming and inclusive online experience for all users.

### Conformance Status

We are actively working towards conforming to the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, a set of guidelines developed by the World Wide Web Consortium (W3C) to make web content more accessible for people with disabilities.

### Accessibility Features

We are actively exploring the implementation of ZAG (Zee Accessibility Guidelines) components in our upcoming product releases. ZAG is a robust and comprehensive accessibility framework that will further enhance the usability and inclusivity of our platform.

### Known Limitations

While we strive for full accessibility, we acknowledge that certain areas of DreamFlare may present challenges for some users. These limitations include:

**Language Support:** Our accessibility features may not be fully available in all languages at this time.

**Alternative Text for Images:** While we make every effort to provide descriptive alternative text for all images, there may be instances where it is missing or incomplete.

**Screen Reader Compatibility:** While we strive for compatibility with popular screen readers, users may encounter some inconsistencies in navigation or content presentation.

**Third-Party Content:** Some third-party content, such as embedded videos or social media feeds, may not be fully accessible. We encourage users to contact us if they encounter difficulties with this content.

**Keyboard Navigation:** While most of our site is navigable by keyboard, there may be some areas where keyboard accessibility is limited.

We are actively working to address these and other limitations through our product prioritization process as part of our ongoing commitment to improving accessibility on DreamFlare AI.

## Feedback and Contact Information

We value your feedback and are committed to improving the accessibility of our platform. If you encounter any accessibility barriers or have suggestions for improvement, please contact us:

Email: [Support@dreamflare.ai](mailto:Support@dreamflare.ai)

Phone: +1 201-588-6084

We will make every effort to address your feedback and provide you with the information or assistance you need.

## Preparation and Review

This Accessibility Statement was last updated on Thursday May 22nd, 2024.