

DreamPets Term Of Use

The DreamPets User Agreement comprises these Terms of Service, our Privacy Policy, and all incorporated DreamPets policies.

1. Your Relationship With Us.

Welcome to DreamPets (the "Platform"), which is provided by Hangzhou Origin Gravigation Technology Co., Ltd. (collectively referred to as "Origin Gravigation Technology", "DreamPets", "we" or "us"). You are reading the terms of service (the "Terms"), which govern our relationship with you and serve as an agreement between you and us and set forth the terms and condition by which you may access and use the Platform and related services, applications, websites, products and content (collectively, the "Services"). Access to certain Services or features of the Services (such as, by way of example and not limitation, the ability to submit or share User Content (defined below)) are subject to age restrictions and not available to users under the age of 13. Our Services are provided to you for private, non-commercial use. For the purpose of these Terms, "you" and "your" means you as the user of the services. **By using the Services, you agree to be bound by these Terms.**

The Terms form a legally binding agreement between you and us. Please take the time to read them carefully. If you are under age 18, you may only use the Services with the consent of your parent or legal guardian. Please be sure your parent or legal guardian has reviewed and discussed these terms with you.

SECTION 9 OF THESE TERMS CONTAINS A BINDING ARBITRATION AGREEMENT AND A WAIVER OF RIGHTS TO BRING A CLASS ACTION AND REPRESENTATIVE ACTION AGAINST US THAT WAIVES YOUR RIGHT TO A COURT HEARING OR JURY TRIAL. YOU AND AGREE THAT DISPUTES BETWEEN US WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION, AND YOU AND WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

2. Accepting the Terms.

By accessing or using our Services, you confirm that you can form a binding contract with us, that you accept these Terms and that you agree to comply with them. Your access and use of our Services is also subject to our Privacy Policy, which describes how we collect and handle the information you provide to us when you use our Services. By using the Services, you consent to the Privacy Policy.

You acknowledge that you may access or download some Services for free, and while there may be additional content or services available for purchase within some Services ("In-App Purchases"), such In-App purchases are entirely voluntary and not required to participate in the DreamPets Platform.

You can accept the Terms by accessing or using our Services. You understand and agree that we will treat your access or use of the Services as acceptance of the Terms from that point onwards. You should print or save a local copy of the Terms for your records.

3. Changes to the terms

We amend these Terms from time to time. We will use commercially reasonable efforts to generally notify all users of any material changes to these Terms, such as through a notice on our Platform, however, you should look at the Terms regularly to check for such changes. Unless we state otherwise, changes are effective when we notify you of them or thirty (30) days after they are posted in the Services, whichever is earlier. We will also update the “Last Updated” date at the top of these Terms, which reflect the effective date of such Terms. Your continued access or use of services after the date of the new terms constitutes your acceptance of the new Terms. If you do not agree to the new Terms, you must stop accessing or using the Services.

4. Your account with the Us.

Within the Platform, you may create an account by providing a username and/or email address and/or phone number and a password (“Login Information”). You shall not share your account or your Login Information, nor let anyone else access your account or do anything else that might jeopardize the security of your account. You are solely responsible for maintaining the confidentiality of your Login Information, and you will be solely responsible for all uses of your Login Information, including any purchases, subscriptions, loss of In-App Purchases, service charges or other changes to your account and/or account status, whether or not authorized by you. We will not be responsible for anything that happens through or to your account and/or account status as a result of you allowing any third party to access your Login Information and/or account. If you know or suspect that any third party knows your password or has accessed your account, you must notify us immediately at: help@dreampets.ai

When you create your account, please provide accurate and up-to-date information. While you can control most communications and notifications from the Services, we may need to provide you with certain communications, service announcements and administrative messages. These communications are considered part of the Services and your account, and you may not be able to opt-out from receiving them. If you added your phone number to your account and you later change or deactivate that phone number, please update your account information to help prevent us from communicating with anyone who acquires your old number.

We reserve the right to disable your user account at any time, including if you have failed to comply with any of the provisions of these Terms, or if activities occur on your account which, in our sole discretion would or might cause damage to or impair the Services or infringe or violate any third party rights, or violate any applicable laws or regulations. We reserve the right to remove or reclaim any usernames at any time and for any reason, including but not limited to claims by a third party that a username violates the third party’ s rights.

If you no longer want to use our Services again, and would like your account deleted, contact us at info@dreampets.ai. Once you choose to delete your account, you will not be able to reactivate your account or retrieve any of the content or information you have added.

NO TRANSFER OF ACCOUNTS OR SERVICES

Your account is for your personal use only. You specifically agree not to: (1) share your account credentials with anyone else, (2) sell, offer to sell, rent, lease, trade or otherwise transfer your account, (3) buy, offer to buy, accept, access or use any other user's account or In-Service Content, except by using mechanisms within the Services that anticipate and specifically allow for the non-commercial transfer of In-Service Content, (5) link to or otherwise endorse or identify any websites, organizations, or persons that sell, offer to sell, rent, lease, buy, offer to buy, accept, access, trade or otherwise transfer accounts or In-Service Content, and (6) create or permit to exist an interest or arrangement of any kind, which in substance secures the payment of money or performance of any obligation, over any of your rights with respect to the Services, your account or In-Service Content.

ELIGIBILITY

There are limitations on who may download and access the Services. You may not download or access the Services if you are under 13 years of age. If we learn that a user under 13 years of age is accessing the Services despite this restriction, we will immediately delete their account and all personal information we have related to their account.

You also may not use the Services if: (i) you cannot enter into a binding contract with us and your legal guardian has not agreed to these Terms of Use on your behalf; (ii) you are a convicted sex offender; (iii) you do not agree to these Terms of Use; or (iv) we have previously banned you from using the Services.

If you are under the age of majority where you live you may not use the Services unless your parent or legal guardian has reviewed and agreed to these Terms of Use.

The Platform is available for download from mobile application platform providers like Google or Apple, each of which may require you to maintain an account with them in order to access and use the Platform. DreamPets is not endorsed by Google or Apple. If you create an account with any mobile application platform, you are subject to any terms and conditions imposed by the mobile application platform and you understand that any obligations imposed by such mobile application platform are in addition to your obligations under these Terms of Use.

5. Your Access to and Use of Our Services

Subject to your agreement and continuing compliance with these Terms, Privacy Policy and other policies, we grant you a non-exclusive, non-transferable, non-sublicensable, revocable limited license subject to the limitations below to access and use the Services for your own non-commercial entertainment purposes. You agree not to use the Services for any other purpose.

We have no tolerance for abusive users or objectionable content. We will remove content determined to be hateful, harassing, violent or obscene in our discretion as part of our moderation and enforcement procedures.

In addition, you may not:

- Access or use the Services if you are not fully able and legally competent to agree to these Terms or are authorized to use the Services by your parent or legal guardian;
- Make unauthorized copies, modify, adapt, translate, reverse engineer, disassemble, decompile or create any derivative works of the services or any content included therein, including any files, tables or documentation (or any portion thereof) or determine or attempt to determine any source code, algorithms, methods or techniques embodied by the Services or any derivative works thereof;
- Distribute, license, transfer, or sell, in whole or in part, any of the Services or any derivative works thereof;
- Market, rent or lease the Services for a fee or charge, or use the Services to advertise or perform any commercial solicitation;
- Use the Services, without our express written consent, for any commercial or unauthorized purpose, including communication or facilitating any commercial advertisement or solicitation or spamming;
- Interfere with or attempt to interfere with the proper working of the Services, disrupt our website or any networks connected to the Services, or bypass any measures we may use to prevent or restrict access to the Services;
- Incorporate the Services or any portion thereof into any other program or product. In such case, we reserve the right to refuse service, terminate accounts or limit access to the Services in our sole discretion;
- Use automated scripts to collect information from or otherwise interact with the Services;
- Impersonate any person or entity, or falsely state or otherwise misrepresent you or your affiliation with any person or entity, including giving the impression that any content you upload, post, transmit, distribute or otherwise make available emanates from the Services;
- Use or attempt to use another's account, service or system without authorization from DreamPets;
- Use the Services in a manner that may create a conflict of interest or undermine the purpose of the Services, such as trading reputation points, ratings or reviews with other users or soliciting fake ratings, reviews or reputation points;
- Engage in content manipulation (including manipulation of reputation scoring), brigading, fake engagement, uploading viruses or other malicious code, post spam, use bots or otherwise interfere with DreamPets' operation of the platform.
- Use the Service to upload, transmit, store or otherwise make available in any way: files that contain viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful;

- Engage in any unsolicited or unauthorized advertising, solicitations, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other prohibited form of solicitation;
- Engage in Doxxing or disclose any private, confidential or identifying information of any third party, including addresses, phone numbers, email addresses, passport number or credit card numbers;
- Infringe or violate any copyright, trademark or other intellectual property or privacy rights, or any other rights, of any other person;
- Submit or use any material that would constitute, encourage or provide instructions for a criminal offence, suicide or self-harm;
- Post unlawful content including defamation, blackmail or extortion;
- Defame or harass another, or encourage coordinated harassment;
- Submit or use any material that contains a credible threat of any kind, including threats of physical violence. A threat of real-world harm to human life that is specific, credible, and imminent may be reported to law enforcement authorities. We do not allow organizations or individuals to promote or engage in violence, including terrorist organizations, organized hate groups, criminal organizations, and other non-state armed groups that target civilians;
- Promote violence against, threaten, or harass other people on the basis of race, ethnicity, national origin, caste, sexual orientation, gender, gender identity, religious affiliation, age, disability, or serious disease;
- Submit any sexually explicit content or nudity depicting a third party without their express permission;
- Submit or use any material that constitutes child sex abuse materials (“CSAM”). CSAM is defined as any visual depiction of sexually explicit nudity or conduct of a minor, whether captured by predatory adults, peers, or self-generated by minors. We report child sexual abuse material (CSAM) and support evidence to the National Center for Missing & Exploited Children (NCMEC) and to any additional relevant legal authorities. CSAM is defined as any visual depiction of sexually explicit nudity or conduct of a minor, whether captured by predatory adults, peers, or self-generated by minors;
- Submit or use any material that suggests, depicts, imitates, or promotes the possession or consumption of alcoholic beverages, tobacco, or drugs by a minor;
- Submit or use any material including answers, responses, comments, opinions, analysis or recommendations that you are not properly licensed or otherwise qualified to provide if the context suggests that licensure or formal qualifications are appropriate or necessary; or
- Submit or use any material that, in our sole judgment, is objectionable or which restricts or inhibits any other person from using the Services, or which may expose us, the Services or its users to any harm or liability of any type.

Other than content independently generated by the Services, you are responsible for all content that you submit to the Services and all content associated with your account. While we do not

claim responsibility for ANY content posted by our users, we reserve the right, at any time and without prior notice, to remove or disable access to content at our discretion for any reason or no reason. Some of the reasons we may remove or disable access to content may include finding the content objectionable, in violation of these Terms or our Community Guidelines, or otherwise harmful to the Services or our users. Our automated systems analyze your content to provide you personally relevant product features and content.

Our Services evolve constantly. As such, the Services may change from time to time, at our discretion. We may stop (permanently or temporarily) providing the Services or any features within the Services to you or to users generally. We also retain the right to create limits on use and storage at our sole discretion at any time. We may also remove or refuse to distribute any Content on the Services, limit distribution or visibility of any Content on the service, suspend or terminate users, and reclaim usernames without liability to you.

We may suspend or terminate your account or cease providing you with all or part of the Services at any time for any or no reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms; (ii) you create risk or possible legal exposure for us; (iii) your account should be removed due to unlawful conduct; (iv) your account should be removed due to prolonged inactivity; or (v) our provision of the Services to you is no longer commercially viable.

6. Intellectual property Rights

Except for the limited license for you to access and use the Services granted herein, we and our licensors retain all right, title and interest in and to the Services and Content (defined below), including all content made available through the Services and the technology and software used to provide the Services. You also agree that we hold all right, title and interest to any content that you submit to the Services and Platform, and that we may use such content for any business purpose including research, testing, making derivative works, sublicensing, advertising, marketing and display on the app. The Services are protected by copyright, trademark and other laws. In addition, you agree not to modify, create derivative works of, decompile, or otherwise attempt to extract source code from us or otherwise misappropriate or misuse our technology.

If you provide us with any suggestions for enhancement or feedback regarding the Services or any of our other products or services, you agree that we will have a perpetual, transferable, sub-licensable, royalty-free, irrevocable, worldwide license to use such suggestions and feedback, including by incorporating your suggestions or feedback into the Services, without any obligation to compensate you. To the extent permitted by applicable law, you waive any moral rights you may have in such suggestions and feedback (such as the right to be identified as the author).

You agree that we have a royalty-free, perpetual, exclusive and unrestricted license to any and all content submitted to by any mechanism and/or to any content posted on the Platform

and/or utilizing the Services or our site.

7. Content

You are responsible for your use of the Services and for any content you provide, including compliance with applicable laws, rules, regulations and policies. You should only provide Content that you are comfortable sharing with others publicly.

Any use or reliance on any content or materials posted via the Services or obtained by you through the Services is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. All content is the sole responsibility of the person who originated such content. We may not monitor or control the content posted via the Services and, we can not take responsibility for such content.

We reserve the right to remove content that violates this Agreement or any of our policies, including for example, copyright or trademark violations or other intellectual property misappropriation, impersonation, unlawful conduct, or harassment.

YOUR RIGHTS AND GRANT OF RIGHTS IN CONTENT

As between you and us, all content, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, video, music on and “look and feel” of the Services, and all intellectual property rights related thereto (the “Content”), are either owned or licensed by us, it being understood that you or your licensors will own any User Content (defined below) you upload or transmit through the Services. By submitting, posting or displaying User Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods now known or later developed (for clarity, these rights include, for example, curating, altering, translating, transforming and applying AI to alter your submitted content) . This license authorizes us to make your User Content available to the rest of the world and to let others do the same. You agree that this license includes the right for to provide, promote, and improve the Services and to make User Content submitted to or through the Services available to other companies, organizations or individuals for the syndication, broadcast, distribution, promotion or publication of such User Content on other media and services, subject to our terms and conditions for such Content use. Such additional uses by us, or other companies, organizations or individuals, is made with no compensation paid to you with respect to the User Content that you submit, post, transmit or otherwise make available through the Services as the use of the Services by you is hereby agreed as being sufficient compensation for the User Content and grant of rights herein.

Use of the Content or materials related to the Services for any purpose not expressly permitted by these Terms is strictly prohibited. Such Content may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed or otherwise exploited for any purpose whatsoever without our consent or, where applicable, our licensors' prior written consent. We and our licensors reserve all rights not expressly granted in and to their content.

You acknowledge and agree that we may generate revenues, increase goodwill or otherwise increase our value from your use of the Services and Platform, without limitation, and you will have no right to share in any revenue, goodwill or value whatsoever. You further acknowledge that, except as specifically permitted by us in these Terms in or another agreement you enter into with us, you (i) have no right to receive any income or other consideration from any User Content or as applicable your use of any musical works, sound recordings or audiovisual clips made available to you on or through the Services, including in any User Content created by you, and (ii) are prohibited from exercising any rights to monetize or obtain consideration from any User Content within the Services or any third party service (e.g. , you cannot claim user content that has been uploaded to a social media platform such as YouTube for monetization).

Subject to the terms and conditions of the Terms, you are hereby granted a non-exclusive, limited, non-transferable, non-sublicensable, revocable, worldwide license to access the Content solely for your personal non-commercial use of the services and solely in compliance with these terms. reserves all rights not expressly granted herein in the Services and Content. You acknowledge and agree that you may terminate this license at any time for any reason or no reason.

You acknowledge and agree that when you view content provided by others on the Services, you are doing so at your own risk. The content on our Services is provided for general information only. It is not intended to amount to advice on which you should rely. You should obtain professional or specialist advice before taking, or refraining from any action on the basis of the content of our services.

We make no representations, warranties or guarantees, whether expressed or implied that any Content (including User Content) is accurate, complete or up to date. Where our Services contain links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. You acknowledge that we have no obligation to pre-screen, monitor, review or edit any content posted by you and other users on the Services, including User Content.

USER GENERATED CONTENT

Users of the Services may be permitted to upload, post or transmit or otherwise make available content through the Services including, without limitation, any text, photographs, user videos,

sound recordings and the musical works embodied therein (“User Content”). Users of the Services may also extract all or any portion of User Content created by another user and posted to the Services to produce additional User Content, including collaborative User Content with other users, that combine and intersperse User Content generated by more than one user.

Whenever you access or use a feature that allows you to upload or transmit User Content through the Services, or to make contact with other users of the Services, you must comply with the standards set out at “Your Access To And Use Of Our Services” above. You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty. You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any Content that you submit, post or display on or through the Services. You agree that such Content will not contain material subject to copyright or other proprietary rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant the license described above.

User Content will be considered non-confidential and non-proprietary. You must not post any user content on or through the services or transmit to us any User Content that you consider to be confidential or proprietary or that you would reasonably believe that others would consider confidential or proprietary. When you submit User Content through the services, you agree and represent that you own that User Content, or you have received all necessary permissions clearances from, or are authorized by, the owner of any part of the content to submit it to the services, to transmit it from services to other third-party platforms, and/or adopt any this party content.

You or the owner of your User Content still own the copyright in User Content transmitted through the Services (excepting any portion of the User Content depicting any alteration or transformation applied or caused by us, the Platform or the Services, but by submitting User Content to including via the Services, including your username, image, voice and/or likeness, you hereby grant to an unconditional irrevocable, nonexclusive, royalty-free, fully transferable, perpetual worldwide license to use, modify, alter, transform, adapt, reproduce, excerpt, make derivative works of, publish and/or transmit, and/or distribute and authorize other users of the services and other parties to view, access, use, download, modify, alter, transform, adapt, reproduce, make derivative works of, publish and/or transit your User Content in any format and on any platform, either now known or hereinafter invented, including for any purpose including commercial purposes, marketing, research and testing.

For the avoidance of doubt, if applicable, the rights granted in the preceding paragraphs of this section include but are not limited to, the right to reproduce sound recordings and publicly perform and communicate to the public sound recordings, all on a royalty-free basis. This means that you are granting us the right to use your User Content without the obligation to pay royalties to any of these parties, including, but not limited to any unions or guilds, and

engineers, producers or other royalty participants involved in the creation of user content. All of the rights you grant in your User Content in these terms are provided on a through-to-the-audience basis, meaning the owners or operators of third party services will not have any separate liability to you or any other third party for User Content post or used on such third party service via services.

You or the owner of your User Content still own the copyright in User Content transmitted through the Services (excepting any portion of the User Content depicting any alteration or transformation applied or caused by us, the Platform or the Services, but by submitting User Content to including via the Services, including your username, image, voice and/or likeness, you hereby grant to an unconditional irrevocable, nonexclusive, royalty-free, fully transferable, perpetual worldwide license to use, modify, alter, transform, adapt, reproduce, excerpt, make derivative works of, publish and/or transmit, and/or distribute and authorize other users of the services and other parties to view, access, use, download, modify, alter, transform, adapt, reproduce, make derivative works of, publish and/or transmit your User Content in any format and on any platform, either now known or hereinafter invented, including for any purpose including commercial purposes, marketing, research and testing.

For the avoidance of doubt, if applicable, the rights granted in the preceding paragraphs of this section include but are not limited to, the right to reproduce sound recordings and publicly perform and communicate to the public sound recordings, all on a royalty-free basis. This means that you are granting us the right to use your User Content without the obligation to pay royalties to any of these parties, including, but not limited to, any unions or guilds, engineers, producers or other royalty participants involved in the creation of user content. All of the rights you grant in your User Content in these terms are provided on a through-to-the-audience basis, meaning the owners or operators of third party services will not have any separate liability to you or any other third party for User Content post or used on such third party service via services.

8. Indemnity

If you misuse the Services, violate the law, or violate these Terms, and your violation results in loss or damage or a claim or liability against us, you agree to indemnify, defend and hold us harmless from (which means you agree to compensate us for) that loss, damage, claim or liability, including our legal fees and expenses. We may take exclusive charge of the defense of any legal action for which you are required to indemnify us under this section, at your expense. You agree to cooperate in our defense of these actions. We will use reasonable efforts to notify you of any claim for which you are obligated to indemnify us. This section will apply even if you stop using the Services or your account is deleted. This indemnification provision does not apply in New Jersey.

9. Agreement to Arbitrate; Class Action and Representative Action Waiver.

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND INCLUDES WAIVER OF A TRIAL BY JURY IN A COURT AND THE ABILITY TO BRING ANY CLASS ACTION OR REPRESENTATIVE ACTIONS.

In the event of any controversy or claim arising out of or relating to these Terms, including any question regarding its existence, validity, termination or breach thereof, or your use of the Services or any related services, the parties hereto shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a satisfactory solution. Most user concerns can be resolved by contacting our customer support team at info@dreampets.ai. In the unlikely event that we are unable to resolve your concerns and a dispute remains, this Section explains how you and we agree to resolve it. As explained in more detail below, **we each agree to resolve any dispute between us through binding arbitration or small claims court instead of in courts of general jurisdiction.**

SEVERABILITY

This Section 9 applies to the maximum extent permitted by applicable law. In the event that any portion of Section 9 is deemed illegal or unenforceable, such provision will be severed and the remainder of Section 9 will be given full force and effect.

If there is a determination that applicable law precludes the arbitration of any claim, cause of action or requested remedy, then that claim, cause of action or requested remedy, and only that claim, cause of action or requested remedy, will be severed from this agreement to arbitrate and will be brought in a court of competent jurisdiction. In the event that a claim, cause of action or requested remedy is severed pursuant to this paragraph, then you and we agree that the claims, causes of action or requested remedies that are not subject to arbitration will be stayed until all arbitrable claims, causes of action and requested remedies are resolved by the arbitrator.

AGREEMENT TO ARBITRATE; EXCEPTIONS

If we cannot resolve our dispute through customer support, **YOU AND WE AGREE TO RESOLVE ALL DISPUTES AND CLAIMS BETWEEN US IN INDIVIDUAL BINDING ARBITRATION, INCLUDING CLAIMS CONCERNING ANY ASPECT OF THE RELATIONSHIP BETWEEN US, YOUR DECISION TO DOWNLOAD THE SERVICES, YOUR USE OF THE SERVICES, ANY USER CONTENT, OR YOUR ACCOUNT.** This Agreement to Arbitrate is intended to be interpreted broadly, and applies to all legal claims under any legal theory (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory), and applies to any disputes or claims that you assert or that arise even after you stop using or delete your account for the Services, stop using the Services, or delete the Services application from your mobile device. This Agreement to Arbitrate also applies to any claims that are currently the subject of a purported class action litigation in which you are not a member of a certified class. You and we agree that the arbitrator shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability or enforceability of the terms or formation of this contract, including whether any

dispute between us is subject to this Agreement to Arbitrate (i.e., the arbitrator will decide the arbitrability of any dispute) and whether all or any part of these terms are void or voidable.

An arbitration is a proceeding before a neutral arbitrator, instead of before a judge or jury. Arbitration is less formal than a lawsuit in court, and provides more limited discovery. It follows different rules than court proceedings, and is subject to very limited review by courts. The arbitrator will issue a written decision and provide a statement of reasons if requested by either party. **YOU UNDERSTAND THAT YOU AND WE ARE GIVING UP THE RIGHT TO SUE IN COURT AND THE RIGHT TO HAVE A TRIAL BEFORE A JUDGE OR JURY.**

This Section 9, however, does not apply to the following types of claims or disputes, which you or we may bring in court in accordance with Section 9 below:

- (1) claims of infringement or other misuse of intellectual property rights, including such claims seeking injunctive relief; and
- (2) claims for preliminary injunctive relief.

This Section does not prevent you from bringing your dispute to the attention of any federal, state, or local government agencies that can, if the law allows, seek relief from us for you. Also, any of us can bring a claim in small claims court either in Santa Clara County, California or the county where you live, or some other place we both agree on, if such claims meets all the requirements to be brought in that court.

The Federal Arbitration Act applies to this Section 9. The arbitration will be governed by the Consumer Arbitration Rules (the “Rules”) of the American Arbitration Association (“AAA”) (including Rule 1(g) of those Rules that provides for arbitration through the submission of documents only/desk arbitration where no disclosed claims or counterclaims exceed \$25,000), as modified by these Terms of Use. The Rules are available at <http://www.adr.org>. The arbitrator will be bound by these Terms of Use.

To start an arbitration proceeding, use the form on AAA’ s website (www.adr.org) or call the AAA at 1-800-778-7879.

Any arbitration under this section that is required to take place in person will take place pursuant to the Rules, which provide that face-to-face proceedings be conducted at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances.

If your claim is for US\$25,000 or less, we agree to reimburse your filing fee promptly upon being notified of the filing, or pay it for you if you are unable to pay it and we receive a written request from you. Also, if your claim is for US\$25,000 or less, we agree to reimburse your share of the arbitration costs, including your share of arbitrator fees, at the conclusion of the proceeding, unless the arbitrator determines your claims are frivolous or your costs are unreasonable as determined by the arbitrator. If you seek more than US\$25,000, the arbitration costs, including arbitrator compensation, will be split between you and us according to the Rules. Irrespective of

the amount you seek, neither party shall be entitled to have their attorneys' fees or costs paid by the other party, provided, however, that either party may seek to recover their attorneys' fees and costs in arbitration if the arbitrator determines that the other party's claims (or counterclaims) are frivolous or the other party's costs are unreasonable.

FOR NON-US USERS

In the event of any controversy or claim arising out of or relating to these Terms, including any question regarding its existence, validity, termination or breach thereof, the parties hereto shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a satisfactory solution. If they do not reach settlement within a period of 60 days, then, upon notice by any party to the other(s), any unresolved controversy or claim shall be settled by arbitration administered by the International Centre for Dispute Resolution ("ICDR") (www.icdr.org) in accordance with the provisions of its International Arbitration Rules. The place of arbitration shall be in London, England. The number of arbitrators shall be one. The language to be used in the arbitral proceedings shall be English. Except as may be required by law, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of DreamPets. The European Union also operates an online dispute resolution platform which can be found at www.ec.europa.eu/consumers/odr.

CLASS ACTION AND REPRESENTATIVE ACTION WAIVER

For disputes arising between and you, or any other user, you and we agree that we can only bring a claim against each other on an individual basis. **NEITHER YOU NOR WE CAN BRING A CLAIM AS A PLAINTIFF OR CLASS MEMBER IN A CLASS ACTION, CLASS-WIDE ARBITRATION, CONSOLIDATED ACTION, OR REPRESENTATIVE ACTION. THE ARBITRATOR CANNOT COMBINE MORE THAN ONE PERSON'S CLAIM INTO A SINGLE CASE, AND CANNOT PRESIDE OVER ANY CONSOLIDATED, CLASS, OR REPRESENTATIVE ARBITRATION PROCEEDING, UNLESS WE BOTH AGREE OTHERWISE IN WRITING. NONETHELESS, IF ANY PORTION OF THIS CLASS ACTION OR REPRESENTATIVE ACTION WAIVER IS DEEMED UNENFORCEABLE OR INVALID, THE ARBITRATOR SHOULD HAVE AUTHORITY TO ISSUE ANY AND ALL REMEDIES AUTHORIZED BY LAW.**

YOU UNDERSTAND THAT YOU WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE YOUR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, YOU UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY AND ONLY THROUGH ARBITRATION.

SERVICE OF PROCESS

To initiate arbitration or any legal proceeding against DreamPets, you must serve initiating documents on DreamPets' s registered agent for service of process at: Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.

CHANGES TO THIS SECTION 9

Notwithstanding any provision in these Terms to the contrary, we agree that if we make any future change to this Section 9, you may reject any such change by sending us written notice within 30 days of the change to: info@dreampets.ai.

10. Payment Terms

VIRTUAL ITEMS

We provide the Services which include access to enhanced features, items, services, credits, points and/or in-app currency, (collectively “Virtual Items”), and our other Services. In the Services, you may use “real world” money to obtain a limited, personal, non-transferable, and revocable license and right to use Virtual Items and/or other goods or services either through subscriptions or individual in app purchases solely for personal, non-commercial, and entertainment purposes. As described below, you do not own Virtual Items that you obtained through our Services, regardless of whether you “earned” those Virtual Items or “purchased them.” Your account and any related Virtual Items are owned by us and Virtual Items do not have “real world” value.

When you purchase Virtual Items in our app on third-party platforms such as Facebook, Apple, or Google, we are not a party to the transaction and your purchase will be governed by the third-party platform’s payment terms and conditions. Please review the platform’s terms of service carefully for additional information.

For Virtual Items, your order will represent an offer to us to obtain a limited license and right to use the relevant Virtual Item(s) that will be accepted by us when we accept payment. At that point, the limited license begins.

For orders to obtain a limited license and right to use Virtual Items, by clicking the purchase/order button on the purchase window or page you:

Agree that we will supply the Virtual Items to you as soon as we have accepted your order;

If you reside in the European Union (the “EU”), you acknowledge that you will therefore no longer have the right to cancel under the EU’s Consumer Rights Directive (as implemented by the law of the country where you are located) once we start to supply the Virtual Item.

You understand that while you may “earn,” “buy,” or “purchase” Virtual Items in our Services, you do not legally “own” the Virtual Items and the amounts of any Virtual Item do not refer to “real” money or any credit balance in actual real-world currency. The amounts of any Virtual Items or any “virtual currency” balance shown in your account have no value outside of the Platform (e.g., in the real world), and instead only constitute a measurement of the extent of your limited license. We may modify or eliminate Virtual Items at any time and at our sole discretion, with or without notice.

You are not allowed to transfer Virtual Items outside of the Services (e.g., in the “real world”), for example by selling, gifting, or trading them. We won’t recognize those transfers as legitimate. In addition, you may not sublicense, trade, sell, or attempt to sell Virtual Items for

“real” money, or exchange Virtual Items for value of any kind outside of the Platform. Any such transfer or attempted transfer is prohibited and void, and we may terminate your Account because of it, among exercising other remedies available to us under these Terms or applicable law.

ALL SALES ARE FINAL: YOU ACKNOWLEDGE THAT WE ARE NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL ITEMS WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY, OR WHETHER YOU MADE A PAYMENT THROUGH OUR SITE OR SERVICES OR ANOTHER PLATFORM SUCH AS APPLE, GOOGLE, FACEBOOK, OR ANY OTHER SITES OR PLATFORMS WHERE WE OFFER OUR SERVICES. **PURCHASES TO ACQUIRE A LIMITED LICENSE AND RIGHT TO USE VIRTUAL ITEMS ARE NON-REFUNDABLE TO THE FULLEST EXTENT ALLOWED BY LAW.**

ADDITIONAL PAYMENT TERMS

You agree to pay all fees and applicable taxes incurred by you or anyone using an account registered with you. We may revise the pricing for the Virtual Items it licenses to you through the Services at any time.

SUBSCRIPTIONS

We may also offer subscription-based Services. If you purchase a subscription (or if you activate a trial subscription offered free of charge for a certain period of time that automatically converts to a paid subscription if not cancelled prior to the expiration of the trial period), then by clicking the purchase button you are requesting that we begin supplying the subscription Services immediately and you are entering into a periodic subscription contract with us. You are also authorizing a charge to you on a recurring basis of a periodic subscription fee at the rate quoted at the time of purchase. By purchasing a subscription, we will automatically charge on a recurring basis the payment method associated with your account. In addition, if you activate a trial subscription offered free of charge for a certain period of time and do not cancel the trial subscription prior to the expiration of that period, the trial subscription will automatically convert to a paid subscription and begin charging on a recurring basis the payment method associated with your account. **For subscription Services purchased in app on a platform such as Apple or Google, the applicable platform will charge you for the subscription fee and the platform’s payment terms will apply. Please review the appropriate platform’s payment terms carefully for additional information.**

Subscription charges will be applied to the payment instrument or method you provide when you start your subscription (or to a different payment instrument or method if you change your account information). Please note that prices and charges, including the fees associated with any subscriptions or the prices for any Virtual Items, are subject to change at any time and in our sole discretion. If we make a change to the periodic subscription rate in U.S. Dollars, we will let you know in advance.

Your subscription will automatically renew each subscription period unless and until you terminate your subscription, or we terminate it. **You must cancel your subscription before it renews each billing period (or your trial subscription before expiration of the trial period), otherwise payment of the subscription fees for the next period will be taken automatically via your chosen payment method.** You are solely responsible for the timely payment of all fees and charges and in ensuring the accuracy of the payment information associated with your account. If your payment does not process for any reason, your subscription may be automatically cancelled.

For subscriptions purchased through a platform such as Apple or Google (or for trial subscriptions that automatically converts to a paid subscription of if not cancelled prior to the expiration of the trial period), you may cancel at any time directly through the platform, as follows: you can manage and cancel your subscription at any time in your “Account Settings” of your device. For iOS subscriptions, please see Apple’s support page available at <https://support.apple.com/en-gb/HT202039>. For Google Play subscriptions, please see Google Play’s support page available at <https://support.google.com/googleplay/answer/7018481>.

Except where required by applicable law, subscription payments are non-refundable and there WILL BE no refunds or credits for partially used subscription periods.

11. Termination

We have the right to terminate your access to, and use of, the Services, at our sole discretion, at any time and without notice to you. Upon any termination, discontinuation, or cancellation of Services or your account, all provisions of these Terms which, by their nature, should survive will survive, including, without limitation, ownership provisions, warranty disclaimers, limitations of liability, and dispute resolution provisions.

12. Warranty Disclaimers

We make no promises or guarantees that the Services or any content on them will always be available, uninterrupted, or error-free. As set forth above, our Services’ performance may be affected by your hardware, software, and/or internet access, each of which we do not control. In addition, we may suspend, withdraw, or restrict the availability of all or any part of our Services for business and operational reasons.

Our Services evolve constantly. As such, the Services may change from time to time, at our discretion. We may stop (permanently or temporarily) providing the Services or any features within the Services to you or to users generally. We also retain the right to create limits on use and storage at our sole discretion at any time. We may also remove or refuse to distribute any Content on the Services, limit distribution or visibility of any Content on the service, suspend or terminate users, and reclaim usernames without liability to you.

USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES AND CONTENT ARE PROVIDED ON AN “AS IS” BASIS, WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMITTED

BY APPLICABLE CLAIM, WE MAKE NO WARRANTIES, CONDITIONS, OR OTHER TERMS OF ANY KIND, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICES. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, NON-INFRINGEMENT OR AVAILABILITY, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. WE MAKE NO WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS, OR RELIABILITY OF ANY CONTENT AVAILABLE IN THE SERVICES.

If your state or country does not allow these disclaimers, they do not apply to you. If your state or country requires a certain period for which a warranty applies, it will be either the shorter of thirty (30) days from your first use of the Services or the shortest period required by law.

13. Limitation of Liability

YOU ACKNOWLEDGE THAT NEITHER WE NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES (INCLUDING OUR CORPORATE AFFILIATES) WILL BE LIABLE:

- FOR ANY PERSONAL INJURY OR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, SYSTEM FAILURE, OR THE COST OF SUBSTITUTE SERVICES, IN ANY WAY WHATSOEVER ARISING OUT OF THESE TERMS OR THE USE OF, OR INABILITY TO USE, THE SERVICES OR CONTENT, AND WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE; OR
- FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OF THE SERVICES AND OPERATORS OF EXTERNAL WEBSITES OR RESOURCES.

THE RISK OF USING THE SERVICES AND EXTERNAL WEBSITES OR RESOURCES RESTS ENTIRELY WITH YOU, AS DOES THE RISK OF INJURY FROM THE SERVICES OF EXTERNAL WEBSITES OR RESOURCES.

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY IN THESE TERMS APPLY TO ALL DAMAGES OR INJURY CAUSED BY THE SERVICES, OR RELATED TO USE OF, OR INABILITY TO USE, THE SERVICES, UNDER ANY CAUSE OF ACTION IN ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT, OR TORT (INCLUDING NEGLIGENCE). IF YOU LIVE IN A JURISDICTION THAT DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, THE TOTAL LIABILITY OF AND ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES

(INCLUDING OUR CORPORATE PARENTS) IS LIMITED TO THE TOTAL AMOUNT YOU HAVE PAID US IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM. IF YOU HAVE NOT PAID STUDIO ANY AMOUNT IN SUCH SIX (6) MONTH PERIOD, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH STUDIO IS TO STOP USING THE SERVICES AND TO CANCEL YOUR ACCOUNT.

Some states or countries do not allow the exclusion of certain warranties or the limitations/exclusions of liability described above, which means these limitations/exclusions may not apply to you if you reside in one of those states or countries. To the extent that we may not, as a matter of applicable law, disclaim any warranty or limit its liability as set forth herein, the scope of such warranty and the extent of our liability will be the minimum permitted under such applicable law.

14. Time Limitation on Claims

You agree that any claim you may have in any way arising out of or relating to your relationship with us, including your use of the Services, must be filed within one (1) year after the factual basis for the claim arose; otherwise, your claim will be permanently barred as untimely.

15. Miscellaneous Terms

Photosensitivity Warning — Certain people may react to certain images, backgrounds, features, or effects, including light patterns or flashing lights (regardless of whether they have a diagnosed condition or history) in our Services, Site, or other content. If you or anyone in your family has an epileptic condition, consult your physician prior to engaging with the Services.

Entire Agreement — These Terms, including the Privacy Policy, constitute the entire and exclusive understanding and agreement between us and you regarding the Services, and these Terms supersede and replace all prior oral or written understandings or agreements between us and you regarding the Services.

Severability — If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of these Terms will remain in full force and effect.

No Assignment or Transfer by You — You may not assign or transfer these Terms, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and void. We may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.

Notices — Any notices or other communications provided by us under these Terms, including those regarding modifications to these Terms, will be given: (i) via email; or (ii) by posting to the Services. For notices made by e-mail, the date of receipt will be deemed the date on which we transmit the notice by email.

No Waiver — Our failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by our duly authorized representative. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

16. Contact Information

If you have any questions about these Terms or the Services, please contact us at help@dreampets.ai.