

Terms and Conditions

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GENERAL INFORMATION

1.1 DREAMIND PRODUCTS

These terms and conditions (these "Terms") govern the supply of content, products, or services listed on <https://dreamind.app> (the "Website"), through our applications (the "Apps"), or via other delivery methods to you (the Website and such content, products, services, and the Apps are collectively referred to herein as the "Product" or "Products," which may be updated from time to time at the sole discretion of Dreamind). Please carefully read these terms and conditions before ordering any Products from the Website or third-party app stores (e.g., the Apple App Store, the Android Play Store). The terms "Dreamind," "us," "we," "the owner," or "the Company" refer to Rizza Marco VAT number: 01807090335 (Italy). The term "Device" refers to the device used to access the Products, including but not limited to computers, smartphones, and tablets. The term "you" refers to the user of the Products. When you order ("Order") any Products or otherwise use or access the Products, you agree to be bound by these Terms and all applicable laws, rules, and regulations. You may also be asked to click "I accept" at the appropriate place before your purchase or access to the Products. If you do not click "I accept" at that time, you may not be able to complete the purchase or gain access. By using the Products, you indicate that you accept these Terms and that you agree to abide by them. If you do not agree to these Terms, please do not use the Products. Our contact email address is spods.app@gmail.com. All correspondence to Dreamind, including any queries you may have regarding your use of the Products or these Terms, should be sent to this contact email address

This Arbitration Notice and Class Action Waiver (the "Notice") applies to any dispute or claim arising out of or related to your use of our products or services, or any other interaction with us. This Notice is part of the terms and conditions governing your use of our products and services, and by using our products or services, you agree to be bound by its terms.

1.2 ARBITRATION NOTICE AND CLASS ACTION WAIVER

Arbitration is a private and expeditious way to resolve disputes, and is an alternative to going to court. Arbitration involves an neutral third party (the "arbitrator") deciding the dispute. You and we agree that any dispute or claim arising out of or related to your use of our products or services, or any other interaction with us, will be resolved by binding arbitration, rather than in court, except that you may assert individual claims in small claims court if your claims qualify.

You and we also agree that you and we will not participate in a class action or class-wide arbitration for any claims covered by this Notice. You and we are each waiving the right to a trial by jury and the right to participate in a class action or class-wide arbitration.

If you do not want to be bound by this Notice, you must not use our products or services. If you have already used our products or services, you must stop using them immediately and notify us in writing within thirty (30) days of the date you first received this Notice. Your written notification must include your name, address, and the product or service you used.

This Notice will not affect any rights that cannot be waived or limited by law. If any part of this Notice is found to be invalid or unenforceable, that part will be enforced to the maximum extent permissible, and the remaining provisions of this Notice will remain in full force and effect.

Any arbitration under this Notice will take place on an individual basis; class arbitrations and class actions are not permitted. If for any reason a claim proceeds in court rather than in arbitration, you and we each waive any right to a jury trial. You and we also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

1.3 BASIS OF LICENSE

(a) These Terms and the Order set out the whole agreement between you and us for the supply of the Products. In order to participate in certain Products, you may be required to agree to additional terms and conditions; those additional terms are hereby incorporated into these Terms. Where such terms are inconsistent with these Terms, the additional terms shall control.

(b) Please check that the details in these Terms and on the Order are complete and accurate before you use or commit yourself to purchase the Products. If you think that there is a mistake, please make sure that you ask us to confirm any changes in writing, as we only accept responsibility for statements and representations made in writing by an officer of our company.

(c) AS PART OF YOUR USE OF THE PRODUCTS, YOU AGREE TO THE PROCESSING AND STORAGE OF YOUR PERSONAL INFORMATION IN ACCORDANCE WITH APPLICABLE LAW AND OUR PRIVACY POLICY. BY USING THE PRODUCTS, YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND AGREE THAT YOUR PERSONAL INFORMATION MAY BE PROCESSED AND

STORED IN A JURISDICTION THAT MAY NOT HAVE THE SAME LEVEL OF PROTECTIONS FOR YOUR PERSONAL INFORMATION AS YOUR COUNTRY OF RESIDENCE, AND YOU NONETHELESS CONSENT TO THE PROCESSING AND STORAGE OF YOUR PERSONAL INFORMATION IN ACCORDANCE WITH APPLICABLE LAW AND OUR PRIVACY POLICY. WE WILL TAKE MEASURES AS REQUIRED TO COMPLY WITH APPLICABLE LAW REGARDING THE TRANSFER, STORAGE, AND USE OF CERTAIN PERSONAL INFORMATION.

1.4 CHANGES TO TERMS

Dreamind reserves the right to change or update these Terms, or any other of our policies or practices, at any time, and will notify users by posting such changed or updated Terms on this page. Any changes or updates will be effective immediately upon posting to <https://dreamind.app>. Your continued use of the Products constitutes your agreement to abide by the Terms as changed. Under certain circumstances we may also elect to notify you of changes or updates to our Terms by additional means, such as pop-up or push notifications within the Products or email.

2. MEMBERSHIPS AND SUBSCRIPTIONS

2.1 BECOMING A MEMBER

(a) You may sign up as a registered user of the Products (a "Member"). To become a Member you need to go to the relevant section of the Products, then submit your first name, last name and email address to us, and create a password to be used in conjunction with that email address. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your Device. You may not register for more than one Member account.

(b) In the course of your use of the Products, you may be asked to provide certain personalized information to us (such information is referred to hereinafter as "User Information"). Our information collection and use policies with respect to the privacy of such User Information are set forth in the [Dreamind Privacy Policy](#). You acknowledge and agree that you are solely responsible for the accuracy and content of User Information, and you agree to keep it up to date.

(c) By registering for a Dreamind account, the Products, you warrant that:

(i) You are legally capable of entering into binding contracts; (ii) All registration information you submit is truthful and accurate; (iii) You will maintain the accuracy of such information; and (iv) Your use of the Products does not violate any applicable law or regulation.

2.2 ONCE A MEMBER

You are responsible for maintaining the confidentiality of your account, password and other User Information and for restricting access to your Device to further help protect such information. You are responsible for updating your User Information.

2.3 USE OF DREAMIND BY MINORS

You must be 18 years of age, or the age of majority in your province, territory or country, to sign up as a registered user of the Products. Individuals under the age of 18, or the applicable age of majority, may view the audiovisual content displayed in the Products only with the involvement and consent of a parent or legal guardian, under such person's account, and otherwise subject to these Terms.

2.4 MEMBERSHIP

As a Dreamind Member you will receive access to certain sections, features and functions of the Products that are not available to non-members.

By agreeing to become a Member you may receive occasional special offer, marketing, and survey communication emails with respect to the Product. You can easily unsubscribe from Dreamind commercial emails by following the opt-out instruction in these emails.

Dreamind membership accounts and subscriptions are not transferable and therefore you agree to not sell, transfer, or exchange membership accounts or subscriptions in any way or under any circumstance. This expressly applies to any discounted, subsidized, or free accounts or subscriptions.

2.5 SUBSCRIPTIONS

a) Dreamind account holders may access the Products via “Dreamind Premium” (or another paid membership version of Dreamind), Dreamind paid memberships are a subscription fee-based program, which gives access to all content within the Products. You will only have access to Dreamind Premium or other paid memberships while your paid subscription is active and subsisting.

You may have access to a free trial period of Dreamind paid memberships, which automatically converts to a paid annual or monthly subscription term (or any other time period specified by the subscription) after a certain period of time. In such instances, you can disable the automatic conversion by following the cancellation instructions set forth in section 3 prior to the date of conversion.

You may access Dreamind paid memberships in the following ways: by purchasing a subscription to the Products from the Website, within the Apps, where allowed by the App marketplace partners, or through a bundle with one or more of our bundle subscription partners. Please note that if you purchase a subscription through the Apple iTunes Store or our iPhone application, the sale is final, and we will not provide a refund. Your purchase will be subject to Apple’s applicable payment policy, which also may not provide for refunds. If you purchase a subscription through the Google Play store, the sale is final and we will not provide a refund. Your purchase will be subject to Google’s applicable payment policy, which also may not provide for refunds. If you purchase through one or more of our bundle subscription partners, the purchase may be further subject to the Terms and Conditions of such partners, and payment and management of the bundle subscription may be administered by them.

b) You may access Dreamind paid memberships via a monthly or annual subscription option. For the purposes of our monthly and yearly subscriptions, a month constitutes 30 calendar days and a year constitutes 365 calendar days.

c) Our “Monthly” subscription is paid in monthly installments. For each month that your monthly subscription is active, you acknowledge and agree that Dreamind is authorized to charge the same credit card as was used for the initial subscription fee or other payment method as set forth in section 2.5(h) (the “Payment Method”). The monthly renewal subscription fees will continue to be billed to the Payment Method you provided until cancelled. You must cancel your subscription before it renews in order to avoid billing of the next month’s subscription fee to the Payment Method you provided. Refunds cannot be claimed for any partial-month subscription period.

d) Our “Yearly” subscription is paid for by an upfront payment with automatic annual renewals. You acknowledge and agree that Dreamind is authorized to charge the Payment Method used for (i) the initial annual subscription fee at the rate secured at the time of purchase, and (ii) the non-discounted renewal subscription fee(s). You must cancel your subscription before it renews in order to avoid billing of the renewal subscription fee to the Payment Method you provided. Refunds cannot be claimed for any partial subscription period.

e) Subscription

(a) Dreamind offers certain special discount pricing options (the “Special Discount Pricing Options”). The Special Discount Pricing Options will allow users to access the same content included in Dreamind Plus; these Special Discount Pricing Options will only be available to qualified users (the “Qualified Users”). To be considered a Qualified User, your information will be provided directly to Dreamind’s third-party verification system. Dreamind reserves the right to determine if you are a Qualified User at our sole discretion.

g) You agree to promptly notify Dreamind of any changes to the payment method you provided while any subscriptions remain outstanding. You are responsible for all applicable fees and charges incurred, including applicable taxes, and all subscriptions purchased by you.

h) In the course of your use of the products, Dreamind and its third party payment service provider may receive and implement updated credit card information from your credit card issuer in order to prevent your subscription from being interrupted by an outdated or invalid card. This disbursement of the updated credit card information is provided to Dreamind and Dreamind’s third party payment service provider at the sole discretion of your credit card issuer. Your credit card issuer may give you the option to opt-out of the update service. If you wish to do so, please contact your credit card issuer.

(i) Our obligation to provide the products only comes into effect when we receive your order, and we confirm your purchase to you by email. We will confirm your order and send you an email to confirm your access to the subscription purchased. Please quote the order number in all subsequent correspondence with us. Prices in US dollars and euros include local taxes. All prices in pound sterling include VAT unless otherwise stated. You agree not to hold us responsible for banking charges incurred due to payments on your account. If payment is not received by us from the payment method you provided, you agree to pay all amounts due upon demand by us. You agree that you are not permitted to resell any products purchased through Dreamind for commercial purposes.

2.6 DEVICE REQUIREMENTS

To enjoy Dreamind via your smartphone or other device, your device must meet certain system requirements. These requirements can be found on the Google and Apple app marketplaces.

2.7 GIFTING

"Gift Subscriptions" are pre-paid memberships to the Products. A person who purchases the gift is referred to in these terms as the "Gifto". A person who receives and redeems a Gift Subscription to the Products is referred to in these terms as the "Recipient". Gift subscriptions are paid for with a one-time upfront payment. Once purchased, the Gifto will receive an order confirmation and receipt. The Dreamind gift subscription will be sent to the Recipient on the Gifto's specified date. Gifting codes can only be used once in the country for which they were purchased and cannot be redeemed for cash, resold, or combined with any other offers, including free trials. Please note that gifting codes cannot be redeemed if the Recipient has already purchased a subscription through the Apple iTunes Store or our iPhone application, or the Google Play Store or our Android application. We will automatically bill the payment method you provided for any purchased Gift Subscriptions at the time of purchase, not delivery. There are no refunds or other credits for Gift Subscriptions that are not redeemed. Dreamind will notify the Recipient prior to the end of the Gift Subscription that the gift period is about to expire. Dreamind is not responsible if a Gift Subscription is lost, stolen, or used without permission.

2.9 CHANGING FEES AND CHARGES

We reserve the right to change our subscription plans or adjust pricing for our service or any components thereof in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in these Terms, any price changes or changes to your subscription plan will take effect following notice to you.

3. CANCELLATION OF SERVICES

3.1 CANCELLATION BY YOU

(a) You may cancel a Monthly subscription at any time. Cancellation is effective at the end of the applicable monthly period. Please make any such cancellation emailing spods.app@gmail.com.

(b) You may cancel a Yearly subscription at any time. Cancellation is effective at the end of the applicable yearly period. Please make any such cancellation emailing spods.app@gmail.com.

(c) Please note that if you purchase a subscription through the Apple iTunes Store or our iPhone application, you may cancel your subscription by cancelling automatic renewal of paid In App Subscriptions by selecting Manage App Subscriptions in your iTunes Account settings and selecting the subscription you want to modify. If you purchase a subscription through the Google Play store you may cancel automatic renewals in account settings under Subscriptions in the Google Play app, or according to the current process outlined by Google Play.

3.2 CANCELLATION BY US

We may cancel your use of the Products if you commit fraud or violate any of the terms in these Terms. This cancellation may be immediate and without notice. Violating these terms includes, but is not limited to, unauthorized copying or downloading of our audio or video content from the Products.

3.3 PROMOTION AND DISCOUNT CODES

Any promotion code or offer (including the Special Discount Pricing Options) we provide may not be used with any other promotion code or offer, past or present. Introductory offers are only available to new users of the Products, unless stated otherwise. Previous users or trial users of the Products do not qualify as new users. No promotion code or discount will apply to corporate or other Community subscriptions. Unless otherwise stated in the terms of any promotion, all pricing promotions or discounts will only apply to the initial period of the subscription, and any renewals will be charged at the non-discounted rate for the type of subscription purchased.

4. PROHIBITED USE OF THE PRODUCTS

4.1 You agree not to upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, harm, damage, destroy or limit the functionality of any computer software or hardware or equipment linked directly or indirectly with the Products or the Products themselves. You agree not to interfere with the servers or networks underlying or connected to the Products or to violate any of the procedures, policies or regulations of networks connected to the Products. You may not access the Products in an unauthorized manner.

4.2 You agree not to impersonate any other person while using the Products, conduct yourself in an offensive manner while using the Products, or use the Products for any illegal, immoral or harmful purpose.

4.3 By breaching the provisions of this section 4, you may commit a criminal offense under applicable laws. We may report any such breach to the relevant law enforcement authorities and we may cooperate with those authorities by disclosing your identity

to them. In the event of such a breach, your right to use the Products will cease immediately.

4.4 You agree not to use the Products for any purposes related to scientific research, analysis or evaluation of the Products without the express written consent of Dreamind.

5.MATERIALS OFFERED THROUGH THE PRODUCTS

5.1 COPYRIGHT

(a) All materials (including software and content whether downloaded or not) contained in the Products are owned by Dreamind (or our affiliates and/or third party licensors, where applicable), unless indicated otherwise. You agree and acknowledge that the materials are valuable property and that other than any specific and limited license for use of such materials, you shall not acquire any ownership rights in or to such materials. The materials may not be used except as provided for in these Terms, and any other relevant terms and conditions provided to you without our prior written permission.

(b) You acknowledge and agree that certain materials on or in the Products are the property of third party licensors and, without prejudice to any and all other rights and remedies available, each such licensor has the right to directly enforce relevant provisions of section 12 against you.

(c) Audio or video content from Dreamind not explicitly indicated as downloadable may not be downloaded or copied from the Products or any Device.

(d) The Products are not intended for your commercial use. Commercial advertisements, affiliate links, and other forms of solicitation may be removed by us without notice and may result in termination of privileges. You must not use any part of the materials used in or on the Products for commercial purposes without obtaining a written license to do so from us. Material from the Products may not be copied or distributed, or republished, or transmitted in any way, without our prior written consent. Any unauthorized use or violation of these Terms immediately and automatically terminates your right to use the Products and may subject you to legal liability. You agree not to use the Products for illegal purposes (including, without limitation, unlawful, harassing, libelous, invasion of another's privacy, abusive, threatening or obscene purposes) and you agree that you will comply with all laws, rules and regulations related to your use of the Products. Appropriate legal action may be taken for any illegal or unauthorized use of the Products.

(e) A limited amount of content may be marked and authorized for the user to share in their personal social channels (Facebook, Twitter, Instagram, TikTok, etc.). With respect to content made available by Dreamind through the Products that is specifically identified as available for distribution by you ("Distribution Content") as part of your blog or other online commentary, analysis or review ("User Commentary"), Dreamind grants you a limited right to download, reproduce and distribute Distribution Content over the internet as part of your User Commentary. You may also modify such Distribution Content but only as required to technically enable the display and distribution of such content through your computer systems and over the Internet (e.g. a change in video format or file size) provided such modification does not materially alter the substance or quality of such content. Your display and distribution of Distribution Content may also be subject to other terms and conditions that are set forth in the description of such content in the Products, such as display and distribution of Distribution Content only within specified usage dates. You agree not to publish the Distribution Content with other content that is known by you to be false, inaccurate, or misleading or that is, or that encourages activity or conduct that is, unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable. Distribution Content may contain trackers that enable us to collect information with respect to the distribution and consumption of such content.

(f) You may not otherwise download, display, copy, reproduce, distribute, modify, perform, transfer, create derivative works from, sell or otherwise exploit any content, code, data or materials in the Products. If you make other use of the Products, or the content, code, data or materials thereon, except as otherwise provided above, you may violate copyright and other laws of the United States, other countries, as well as applicable state laws and may be subject to liability for such unauthorized use. Dreamind will enforce its intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution.

5.2 TRADEMARKS

Dreamind®, the Dreamind logo and all other Dreamind product or service marks are trademarks of Dreamind. All intellectual property, other trademarks, logos, images, product and company names displayed or referred to on or in the Products are the property of their respective owners. Nothing grants you any license or right to use, alter or remove or copy such material. Your misuse of the trademarks displayed on the Products is strictly prohibited. Dreamind will enforce its trademark rights to the fullest extent of the law, including the seeking of criminal prosecution.

6.AVAILABILITY OF PRODUCTS

6.1 Although we aim to offer you the best service possible, we make no promise that the Products will meet your requirements

and we cannot guarantee that the Products will be fault free. If a fault occurs in the Products, please report it to us at spods.app@gmail.com and we will review your complaint and, where we determine it is appropriate to do so, correct the fault. If the need arises, we may suspend access to the Products while we address the fault. We will not be liable to you if the Products are unavailable for a commercially reasonable period of time.

6.2 Your access to the Products may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or Products. We will restore the Products as soon as we reasonably can. In the event that the Products are unavailable, our usual Order and cancellation deadlines apply; please notify us of changes to your Order by emailing spods.app@gmail.com.

7.USER MATERIAL

7.1 The Products may let you submit material to us: for example, you may be able post comments or images in certain functions or features of the Product. In these Terms, we use the term "User Material" to refer to any publicly available material of any kind that you submit to us, including text, files, images, photos, video, sounds and musical or literary works. User Material does not include the account information, Product purchase, or Product use information which you provide in registering for and using Products.

7.2 This section 7 sets out the rights and obligations that each of us have in connection with User Material. If you review or submit User Material, you are agreeing to do so in accordance with these Terms. If you do not want to review or submit User Material in accordance with these Terms, then you should not do so.

7.3 We do not systematically review User Material submitted by you or other users. We are not responsible for the content of User Material provided by you or any other user. We do not necessarily endorse any opinion contained in such material. We make no warranties or representations, express or implied, about User Material, including as to its legality or accuracy.

7.4 We reserve the right, in our sole discretion, to refuse to post or to remove or edit any of your User Material, or to restrict, suspend, or terminate your access to all or any part of the Products, particularly where User Material breaches this section 7, and we may do this with or without giving you any prior notice.

7.5 We may link User Material or parts of User Material to other material, including material submitted by other users or created by Dreamind or other third parties. We may use User Material for our internal business purposes, for example, to examine trends or categories or to promote, market or advertise Dreamind. You acknowledge that we may indirectly commercially benefit from use of your User Material.

7.6 Each time you submit User Material to us, you represent and warrant to us as follows:

(a) You own your User Material or have the right to submit it, and in submitting it you will not be infringing any rights of any third party, including intellectual property rights (such as copyright or trademark), privacy or publicity rights, rights of confidentiality or rights under contract. (b) Your User Material is not illegal, obscene, defamatory, threatening, pornographic, harassing, hateful, racially or ethnically offensive, and does not encourage conduct that would be considered a criminal offense, and does not give rise to civil liability, violate any law, or is otherwise deemed inappropriate. (c) Your User Material does not advertise any product or service or solicit any business. (d) Your User Material does not identify any individual (including by way or name, address or a still picture or video) under the age of 18 and if User Material identifies any individual over the age of 18, you have that person's consent to being identified in exactly that way in your User Material; and in submitting your User Material you are not impersonating any other person. (e) You will not collect email addresses of users for the purpose of sending unsolicited email.

(f) You will not engage in criminal or tortious activity, including fraud, spamming, spimming, sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets or attempt to impersonate another user or person. (g) You will not engage in any automated use of the system, such as using scripts to alter our content. (h) You will not, without authorization, access, tamper with, or use non-public areas of the Products, Dreamind's computer systems, or the technical delivery systems of Dreamind's providers. (i) Except as necessary to maintain your own computer security by use of commercial-off-the-shelf anti-virus or anti-malware products, you will not attempt to probe, scan, or test the vulnerability of the Products or any other Dreamind system or network or breach any security or authentication measures.

7.7 We are entitled to identify you to third parties who claim that their rights have been infringed by User Material you have submitted.

7.8 User Material is not considered to be confidential. You agree not to submit any content as User Material in which you have any expectation of privacy. We do not claim any ownership rights in User Material. However, by submitting User Material you hereby grant Dreamind an irrevocable, perpetual, non-exclusive, royalty free, worldwide license to use, telecast, copy, perform, display, edit, distribute and otherwise exploit the User Material you post on the Products, or any portion thereof, and any ideas, concepts, or know-how contained therein, with or without attribution, and without the requirement of any permission from or payment to you or to any other person or entity, in any manner (including, without limitation, for commercial, publicity, trade, promotional, or advertising purposes) and in any and all media now known or hereafter devised, and to prepare derivative works of, or incorporate into other works, such User Material, and to grant and authorize sublicenses of the foregoing without any payment of money or any other form of consideration to you or to any third party. Dreamind may include your User Material in Dreamind's Distribution Content that is made available to others through the Products. Be aware that Dreamind has no control over User Material once it leaves the Products, and it is possible that others may duplicate material found on the Products,

including, but not limited to, on other sites on the Internet. You represent and warrant that you own or otherwise control the rights to your User Material. You agree to indemnify Dreamind and its affiliates for all claims arising from or in connection with any claims to any rights in your User Material or any damages arising from your User Material.

7.9 Any inquiries, feedback, suggestions, ideas, or other information that is not a part of your use of the Products or User Material that you provide to us (collectively, "Submissions") will be treated as non-proprietary and non-confidential. By transmitting, uploading, posting, emailing, or otherwise submitting Submissions to the Products, you grant, and you represent and warrant that you have the right to grant, to Dreamind an irrevocable, perpetual, non-exclusive, royalty-free, worldwide license to use, broadcast, copy, perform, display, edit, distribute, and otherwise exploit the Submissions, or any portion thereof, and any ideas, concepts, or know-how contained therein, with or without attribution, and without the requirement of any permission from or payment to you or to any other person or entity, in any manner (including, without limitation, for commercial, publicity, trade, promotional, or advertising purposes) and in any and all media now known or hereafter devised, and to prepare derivative works of, or incorporate into other works, such Submissions, and to grant and authorize sublicenses of the foregoing without any payment of money or any other form of consideration to you or to any third party. You also acknowledge that your Submissions will not be returned to you and that Dreamind has no obligation to acknowledge receipt of or respond to any Submissions. If you make a Submission, you represent and warrant that you own or otherwise control the rights to your Submission. You agree to indemnify Dreamind and its affiliates for all claims arising from or in connection with any claims to any rights in any Submission or any damages arising from any Submission.

8. LINKS TO WEBSITES/HOME PAGE

8.1 We may provide links to other websites or services for you to access. You acknowledge that any access is at your sole discretion and for your information only. We do not review or endorse any of those websites or services. We are not responsible in any way for: (a) the availability of, (b) the privacy practices of, (c) the content, advertising, products, goods or other materials or resources on or available from, or (d) the use to which others make of these other websites or services. We are also not responsible for any damage, loss or offense caused or alleged to be caused by, or in connection with, the use of or reliance on such websites or services.

8.2 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. The Products must not be framed on any other website, nor may you create a link to any part of the Products unless you have written permission to do so from Dreamind. We reserve the right to withdraw linking permission with written notice. The website from which you are linking must comply in all respects with the content standards set out in our acceptable use policy. If you wish to make any use of material on or in the Products other than that set out above, please address your request to spods.app@gmail.com.

9. PRODUCTS DISCLAIMER

The Products contain general information only. While we strive to keep the information current and accurate, we do not make any representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability, or availability of the Products or the information contained within them for any purpose. You use such information at your own risk.

10. MEDICAL DISCLAIMER

10.1 Dreamind is a provider of online and mobile mindfulness, sleep and dream content in the health & wellness space. We are not a healthcare or medical device provider, nor should our Products be considered medical advice. Only your physician or other healthcare provider can do that. While there is third party evidence from research that meditation can assist in the prevention and recovery process for a wide array of conditions as well as in improving some performance and relationship issues, Dreamind makes no claims, representations, or guarantees that the Products provide a physical or therapeutic benefit.

10.2 Any health information and links on the Products, whether provided by Dreamind or by contract from outside providers, is provided simply for your convenience.

10.3 To the extent that you participate in any movement content featured in the Product ("Dreamind Lessons," or any other content in Dreamind platform), you represent and warrant that you are in adequate physical health to perform such activities and have no disability or condition that would make such movement dangerous. You should consult a licensed physician prior to beginning or modifying any exercise program that you undertake, especially if you have a prior injury, a history of heart disease, high blood pressure, other chronic illness, or condition. You acknowledge that Dreamind has advised you of the necessity of doing so.

10.4 Any advice or other materials provided in the Products are for general informational purposes only and should not be relied upon as a substitute for professional medical advice based on your individual condition and circumstances. The advice and materials we make available are intended to support the relationship between you and your healthcare providers and not to replace it. We cannot be held liable or responsible for any consequences resulting from you reading or being told about such

advice or materials, as you are fully responsible for your decisions and actions. In particular, to the fullest extent permitted by law, we make no guarantees about the accuracy, completeness, or suitability of the advice, other materials, and information provided in the Products for any purpose.

10.5 It has been reported in rare cases that people with certain psychiatric conditions such as anxiety and depression may experience worsening of their conditions in conjunction with intensive meditation and dream analysis practice. Those with existing mental health conditions should consult with their healthcare providers before beginning a meditation practice.

11. END USER LICENSE

11.1 Subject to the terms of this license agreement ("License Agreement") and these other Terms, and your payment of applicable subscription fees, Dreamind grants you a limited, non-exclusive, revocable license to stream, download and make personal non-commercial use of the Products.

11.2 The Products contain or embody copyrighted material, proprietary material or other intellectual property of Dreamind or its licensors. All right, title and ownership in the Products remain with Dreamind or its licensors, as applicable. The rights to download and use the Products are licensed to you and are not being sold to you, and you have no rights in them other than to use them in accordance with this License Agreement and our other Terms.

11.3 You agree that you will not and you will not assist or permit any third party to:

(a) Copy, store, reproduce, transmit, modify, alter, reverse-engineer, emulate, de-compile, or disassemble the Products in any way, or create derivative works of the Products; (b) Use the Products or any part of them to create any tool or software product that can be used to create software applications of any nature whatsoever; (c) Rent, lease, loan, make available to the public, sell or distribute the Products in whole or in part; (d) Tamper with the Products or circumvent any technology used by Dreamind or its licensors to protect any content accessible through the Products; (e) Circumvent any territorial restrictions applied to the Products; or (f) Use the Products in a way that violates this License Agreement or the other Terms. 11.4 You may not make the Products available to the public. The Products made available (in whole or in part) are owned by Dreamind or its licensors and your use of them must be in accordance with these Terms.

1. DIGITAL MILLENIUM COPYRIGHT ACT ("DMCA") NOTICE

12.1 We are committed to complying with copyright and related laws, and we require all users of the Products to comply with these laws. Accordingly, you may not store any material or content on, or disseminate any material or content over, the Products in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by copyright law. Owners of copyrighted works in the United States who believe that their rights under copyright law have been infringed may take advantage of certain provisions of the US Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. You may not post, modify, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information belonging to others without obtaining the prior written consent of the owner of such proprietary rights. It is our policy to terminate privileges of any user who repeatedly infringes the copyright rights of others upon receipt of proper notification to us by the copyright owner or the copyright owner's legal agent.

12.2 If you feel that a posted message is objectionable or infringing, we encourage you to contact us immediately. Upon our receipt of a proper notice of claimed infringement under the DMCA, we will respond expeditiously to remove, or disable access to, the material claimed to be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringer who provided the content in issue. Our designated agent (i.e., the proper party) to whom you should address such notice is listed below.

12.3 If you believe that your work has been copied and posted on the Products in a way that constitutes copyright infringement, please provide our designated agent with the following information:

(a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest; (b) A description of the copyrighted work or other intellectual property that you claim has been infringed; (c) A description of where the material that you claim is infringing is located on the Products; (d) Your address, telephone number, and email address; (e) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and (f) A statement by you, made under penalty of perjury, that the information contained in your report is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf. (g) Our designated agent for notice of claims of copyright infringement can be reached as follows: By Mail: Rizza Marco, Via Bolledi, 6 Carpaneto Piacentino 29013, Italy

By E-Mail: spods.app@gmail.com Subject line: DMCA

13. GENERAL TERMS AND CONDITIONS

13.1 ASSIGNMENT BY US

Dreamind may transfer its rights and obligations under these Terms to any company, firm or person at any time if it does not materially affect your rights under it. You may not transfer your rights or obligations under these Terms to anyone else. These Terms are personal to you and no third party is entitled to benefit under these Terms except as set out here.

13.2 INDEMNITY BY YOU

You agree to defend, indemnify and hold Dreamind and its directors, officers, members, investors, managers, employees and agents harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising in any way from (i) your negligent, reckless, or willful misuse of the Products, (ii) your placement or transmission of any message, content, information, software, or other submissions through the Products, (iii) any third-party claims of bodily injury, death, or damage to real or tangible personal property caused by your negligent or more culpable acts or omissions related to your use of the Products; or (iv) your breach or violation of the law or of these Terms. Dreamind reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with Dreamind defense of such claim.

13.3 WARRANTIES AND LIMITATIONS

(a) This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

(b) We warrant to you that any Product purchased from us will, on delivery, conform in all material respects with its description and be of reasonably satisfactory quality.

(c) We warrant that we will use reasonable skill and care in making the Products available to you during your subscription.

(d) Notwithstanding anything to the contrary, you assume full responsibility for your own use of the Products. In no event shall Dreamind be liable to you, your heirs, or assigns or to any third party for any loss, death, damage, or bodily injury that you suffer, or that you cause to any third party, in connection with your use of the Products or other activities you undertake in connection with your use of the Products, unless caused by Dreamind's gross negligence, recklessness, or willful misconduct.

(e) The Products and their content are otherwise provided on an "as is" basis and we make no representations or warranties of any kind with respect to them, including as to the accuracy, completeness or currency of the Products or their content. We assume no liability or responsibility for any errors or omissions in the content of the Products, or any failures, delays, or interruptions in the provision of the Products. We disclaim and exclude any express or implied warranties or representations, including any warranties as to merchantability or fitness for a particular purpose of the Products to the broadest extent permitted by law. We make no warranties or representations, express or implied, as to the timeliness, accuracy, quality, completeness or existence of the content and information posted on the Products. We make no warranties or representations, express or implied, for technical accessibility, fitness or flawlessness of the Products. We make no warranties or representations that your use of content and information posted on the Products will not infringe rights of third parties.

(f) All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity are, to the extent permitted by law, excluded.

13.4 NO WAIVER

If we delay exercising or fail to exercise or enforce any right available to us under these Terms, such delay or failure does not constitute a waiver of that right or any other rights under these Terms.

13.5 FORCE MAJEURE

We will not be liable to you for any lack of performance, or the unavailability or failure, of the Products, or for any failure or delay by us to comply with these Terms, where such lack, unavailability or failure arises from any cause beyond our reasonable control.

13.6 INTERPRETATION

In these Terms, unless the context requires otherwise: (i) any phrase introduced by the words "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative only and shall not be construed as limiting the generality of any preceding words; and (ii) references to the singular include the plural and to the masculine include the feminine, and in each case vice versa.

13.7 DREAMIND ELECTRONIC COMMUNICATIONS

(a) Certain legal requirements mandate that certain information or communications we send to you be in writing. By using the Products, you agree to transact with us electronically, and communication with us will largely be electronic. We will contact you via email or provide you with information by posting notices on the Products. You consent to this electronic form of communication and acknowledge that all contracts, notices, information, and other communications we provide to you electronically meet any legal requirement for written communication.

(b) In order to retain a copy, please select 'Print' and choose the appropriate printer. If you do not have a printer, you can copy the text and the underlying agreement(s) and paste them into a new document in a word processor or text editor on your computer and save the text.

(c) You have the right to receive a paper copy of the communications. To request a paper copy, please email us at spods.app@gmail.com

(d) We may charge a reasonable service fee to mail you a paper copy of any communication. This fee may be listed on our fee schedule or we may inform you of the charge before providing you with the option to decide if you still want us to send you a paper copy. Please make sure to specify that you are requesting a copy of the particular communication.

(e) To receive and view an electronic copy of the communications, you must have the following equipment and software:

(i) A personal computer or other device capable of accessing the Internet. Your access to this page confirms that your system/device meets these requirements. (ii) An Internet web browser capable of supporting 128-bit SSL encrypted communications, JavaScript, and cookies. Your system or device must have 128-bit SSL encryption software. Your access to this page verifies that your browser and encryption software/device meet these requirements.

(f) To retain a copy, you must either have a printer connected to your personal computer or other device, or the ability to save a copy through the use of printing service or software such as Adobe Acrobat®. Alternatively, you can copy the text and paste it into a new document in a word processor or text editor on your computer and save the text.

(g) You can also contact us via email at spods.app@gmail.com to unsubscribe from further communications. Please note that unsubscribing from communication may impact your ability to use the Products.

(h) We reserve the right, at our sole discretion, to discontinue the provision of your electronic communications or to alter or terminate the terms and conditions under which we provide electronic communications. We will provide you with notice of any such termination or change as required by law.

13.8 NOTICES

Unless otherwise specifically indicated, all notices given by you to us must be sent to Dreamind at spods.app@gmail.com. We may give notice to you at the email address you provide to us upon registration, or in any of the ways specified in section 13.7 above. Notice will be deemed received and properly served immediately when posted on the Products or when an email or other electronic communication is sent. In proving the service of any notice via email, it will be sufficient to prove that the email was sent to the specified email address of the recipient.

13.9 ENTIRE AGREEMENT

These Terms and any document expressly referred to in them constitute the entire agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangements, understandings, or agreements between us relating to their subject matter. We each acknowledge that neither of us relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these Terms or the documents referred to in them. Each of us agrees that our only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) will be for breach of contract. Nothing in this section limits or excludes any liability for fraud.

13.10 THIRD PARTY RIGHTS

A person who is not a party to these Terms will not, subject to section 12 (DMCA), have any rights under or in connection with these Terms.

13.11 LIMITATION OF DREAMIND'S LIABILITY

(a) We will use reasonable efforts to remedy faults in the Products. If we fail to comply with these Terms, your sole and exclusive remedies and our entire obligation and liability to you will in no circumstances exceed the actual amount paid by you for the Products in question. In addition, we will not be liable for:

(i) Faulty operation of computers during the registration process or during completion of a subscription or during the

transmission of any data and/or for incorrect or overly slow transmission of data by the internet provider and/or any damage that occurs due to information submitted by you not being received by us or not being received promptly or not being considered, as a consequence of technical faults with our software or hardware (whether or not they are within or outside of our control). (ii) Any loss or damage due to viruses or other malicious software that may infect your Device, computer equipment, software, data, or other property caused by you accessing, using, or downloading from the Products, or from transmissions via emails or attachments received from us. (iii) Any use of websites linked to the Products but operated by third parties.

(b) TO THE FULLEST EXTENT PERMITTED BY LAW, DREAMIND AND ITS AFFILIATES, SUPPLIERS, CLIENTS, OR LICENSORS (COLLECTIVELY, THE "PROTECTED ENTITIES") SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT, ARISING FROM OR DIRECTLY OR INDIRECTLY RELATED TO THE USE OF, OR THE INABILITY TO USE, THE PRODUCTS OR THE CONTENT, MATERIALS, AND FUNCTIONS RELATED THERETO, YOUR PROVISION OF INFORMATION VIA THE PRODUCTS, OR LOST BUSINESS OR LOST SALES, OR ANY ERRORS, VIRUSES, OR BUGS CONTAINED IN THE PRODUCTS, EVEN IF SUCH PROTECTED ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE PROTECTED ENTITIES BE LIABLE FOR OR IN CONNECTION WITH ANY CONTENT POSTED, TRANSMITTED, EXCHANGED, OR RECEIVED BY OR ON BEHALF OF ANY USER OR OTHER PERSON OR THROUGHOUT THE PRODUCTS. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF THE PROTECTED ENTITIES TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR OTHERWISE) ARISING FROM THESE TERMS OF USE OR YOUR USE OF THE PRODUCTS EXCEED, IN THE AGGREGATE, THE ACTUAL AMOUNT, IF ANY, PAID BY YOU TO DREAMIND FOR YOUR USE OF THE PRODUCTS IN QUESTION.

(c) Notwithstanding anything to the contrary, you assume full responsibility for your own use of the Products. In no event shall Dreamind be liable to you, your heirs, or assigns, or to any third party for any loss, death, damage, or bodily injury that you suffer, or that you cause to any third party, in connection with your use of the Products or other activities you undertake in connection with your use of the Products.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you."

13.13 EXCLUSIVE VENUE

To the extent the parties are permitted under these Terms to initiate litigation in a court, both you and Dreamind agree that all claims and disputes arising out of or relating to the Terms or the use of the Products will be litigated exclusively in the United States District Court for the Central District of California. If, however, that court would lack original jurisdiction over the litigation, then all claims and disputes arising out of or relating to the Terms or the use of the Products will be litigated exclusively in the Superior Court of California, County of Los Angeles. You and Dreamind consent to the personal jurisdiction of both courts.

13.14 CHOICE OF LAW

Except to the extent they are preempted by U.S. federal law, the laws of California, other than its conflict-of-laws principles, govern these Terms and any disputes arising out of or relating to these Terms or their subject matter, including tort claims.

13.15 SEVERABILITY

If any provision of these Terms is found unenforceable, that provision will be severed from these Terms and will not affect the validity and enforceability of any remaining provisions.

These Terms are effective and were last updated on Dec. 23, 2022.

Dreamind is located at Via Bolledi, 6 Carpaneto Piacentino 29013, Italy