

## Terms of Service

Welcome to Typedream.com's Terms of Service! We are truly excited to have you aboard.

Thank you for choosing to use our services.

Below we have listed important legal terms that apply to anyone who visits our website or uses our services. These terms are necessary in order to protect both you and us, and to make our services possible and more enjoyable for everyone. Typedream offers a wide range of services and features and part of the terms below may not be relevant to the specific services you use.

### 1. Introduction

#### 1.1. Our Purpose

Our services offer our users the ability to easily create beautiful and highly functional online presence, to manage and promote businesses, content and ideas, and have an overall great experience doing so – without being tech-savvy or a design guru. As detailed below, we offer our users numerous tools and features for creating, publishing and use of stunning websites, newsletters, galleries, media players, mobile apps and other online and mobile online and mobile applications, tools and services. The online and mobile websites and platforms created by Users are collectively referred to herein as (“**User Platform(s)**”).

#### 1.2. Legal Agreement

These Typedream.com Terms of Service (“**Terms of Service**”), together with such additional terms which specifically apply to some of our services and features as presented on the Typedream.com website(s) (“**Typedream Website**”, and collectively – the “**Typedream Terms**”), all set forth the entire terms and conditions applicable to each visitor or user (“**User**” or “**you**”) of the Typedream Website, the Typedream mobile application (the “Typedream App”) and/or any other services, applications and features offered by us with respect thereto, except where we explicitly state otherwise (all services offered through the Typedream Website or the Typedream App, collectively – the “**Typedream Services**” or “**Services**”).

The Typedream Terms constitute a binding and enforceable legal contract between Typedream.com Ltd. and its affiliated companies and subsidiaries worldwide (“Typedream”, “us”

or “we”) and you in relation to the use of any Typedream Services - so please read them carefully.

You may visit and/or use the Typedream Services and/or the Typedream App only if you fully agree to the Typedream Terms - and by using and/or registering to any of the Typedream Services, you signify and affirm your informed consent to these Terms of Use and any other Typedream Terms applicable to your use of any Typedream Services. If you do not read, fully understand and agree to the Typedream Terms, you must immediately leave the Typedream Website and avoid or discontinue all use of the Typedream Services.

By using our Services, you acknowledge that you have read our Privacy Policy available at [Privacy Policy](#) (“Privacy Policy”).

### **1.3. User Account**

In order to access and use certain sections and features of the Typedream Services, you must first register and create an account with Typedream (“**User Account**”).

If anyone other than yourself accesses your User Account and/or any of your User Platforms’ settings, they may perform any actions available to you (unless as specifically stated otherwise on the Typedream Services), make changes to your User Platform(s) and User Account, and accept any legal terms available therein, make various representations and warranties and more – and all such activities will be deemed to have occurred on your behalf and in your name.

Therefore, we strongly encourage you to keep the log-in credentials of your User Account confidential, and allow such access only to people you trust - as you will be solely and fully responsible for all activities that occur under your User Account and/or User Platforms (including for any representations, warranties and undertakings made therein), whether or not specifically authorized by you, and for any damages, expenses or losses that may result from such activities.

You must provide accurate and complete information when registering your User Account and using the Typedream Services, to which you are the sole and exclusive rights holder. We

strongly encourage you to provide your own (or your company's) contact and billing details, including your valid e-mail address, as we may use it to identify and determine the actual and true owner of the User Account and/or User Content (as defined below) submitted to us.

In case of a dispute on User Account ownership, we reserve the right to determine ownership to a User Account based on our reasonable judgment, whether or not an independent investigation has been conducted by us. However, if we cannot make such determination (as we may deem in our sole discretion), we reserve the right to avoid doing so and/or suspend a User Account until the parties disputing such ownership, reach a resolution, without liability to you or to any other party. We may request documentation (e.g. government-issued ID, a business license) that may assist us in determining ownership. Among others, we may consider the principles set forth below.

1. Typedream will consider the owner of a **User Account, User Platform and/or User Content** created and/or uploaded to the relevant Typedream Service, as the person or entity who has access to the e-mail address then listed in Typedream's records for such User Account under which such User Platform or User Content was created.
2. If any Paid Services (as defined in Section 5 below) were purchased via a User Account, Typedream will consider the owner of such User Account and/or the relevant User Platform and/or User Content created thereunder, may be considered to be the person or entity whose billing details were used to purchase such Paid Services ("**Billing Information**"). Notwithstanding the foregoing, when applicable if a User Platform was connected to an external domain name (either imported or purchased as part of certain Paid Services, as defined below), and such domain's registration information is publicly available via the WHOIS database provided on the [www.whois.net](http://www.whois.net) website or on Typedream's database, Typedream will consider the owner of such User Platform as the person or entity registered as the registrant of such domain thereunder. In the event that an individual and an organization are both registered as the registrant or the registrant organization of such domain, Typedream will consider the organization as the actual owner of the domain, and therefore as the owner of the User Platform connected to such domain. In event the Billing Information indicates one person as the owner of the User Platform and the domain registration indicates a different owner, Typedream shall consider the person registered as the

owner of the domain connected to the Typedream Account as the owner of the User Platform.

3. Notwithstanding the forgoing, Typedream shall have the right to determine the ownership of User Content and/or a User Website as it chooses, including by ignoring the indications set forth above, in event Typedream deems, at its sole discretion, that the situation justifies such determination, all based upon the factual situation as determined by Typedream.

## **2. Your Obligations**

### **2.1. You represent and warrant that:**

1. you are at least thirteen (13) years of age, or sixteen (16) years of age if you are an individual within the European Union (EU), or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into the Typedream Terms and to form a binding agreement, for yourself or on behalf of the person or entity committed by you to the Typedream Terms;
2. you are not a resident of (or will use the Typedream Services in) a country that the U.S. government has embargoed for use of the Typedream Services, nor are you named on the U.S. Treasury Department's list of Specially Designated Nationals or any other applicable trade sanctioning regulations;
3. your country of residence and/or your company's country of incorporation is the same as the country specified in the contact and/or billing address you provide us;
4. you understand that Typedream does not provide any legal advice or any recommendation with respect to any laws or requirements applicable to your use or any of your End Users, or your compliance therewith;

### **And specifically regarding your User Content:**

5. you confirm you own all rights in and to any content uploaded or provided by you, or imported, copied or uploaded by Typedream Services for you, to your User Platform ("**User Content**"), including any designs, images, animations, videos, audio files, fonts, logos, code, illustrations, compositions, artworks, interfaces, usernames, information you provide for the purpose of creating a subdomain name, text, literary works and any other materials ("**Content**"), or otherwise have (and will continue to have) the full power, title, licenses, consents and authority, in and to the User Content, as necessary to legally access to, import, copy, use, publish, transfer or license such User Content, by you and us or any of our affiliates;
6. you have (and will maintain) the full power, title, licenses, consents and authority to allow Typedream Services to access any websites, web pages and/or other online services, for the purpose of importing, copying, displaying, uploading, transmitting and/or otherwise using, your User Content.

7. the User Content is (and will continue to be) true, current, accurate, non-infringing upon any third party rights, and in no way unlawful for you to upload, import, copy, possess, post, transmit, display or otherwise use, in the country in which you or your User Platform's visitors and users ("**End Users**") reside, or for Typedream and/or your End Users to access, import, copy, upload, use or possess in connection with the Typedream Services;
8. you have obtained all consents and permissions required under all applicable laws, regarding the posting, transmission and publication of any personal information and/or image or likeness of any person, entity or property which is part of the User Content, and you will adhere to all laws applicable thereto.

**2.2. You undertake and agree to:**

1. fully comply with all applicable laws and any other contractual terms which govern your use of the Typedream Services (and any related interaction or transaction), including those specific laws applicable to you or your End Users in any of your geographical locations;
2. be solely responsible and liable with respect to any of the uses of the Typedream Services which occur under your User Account and/or User Platform(s), and for any of your User Content (including for any consequences of accessing, importing, uploading, copying, using or publishing such User Content on or with respect to the Typedream Services);
3. regularly and independently save and backup any of your User Content and the information that is being processed by you regarding your User Platform, including with respect to End Users, User Products, and any applications and/or Third Party Services used by you;
4. receive from time to time promotional messages and materials from Typedream or its partners, by mail, e-mail or any other contact form you may provide us with (including your phone number for calls or text messages). If you wish not to receive such promotional materials or notices – please just notify us at any time;
5. allow Typedream to use in perpetuity, worldwide and free of charge, any version of your User Platform (or any part thereof) for any of Typedream's marketing and promotional activities, online and/or offline, and modify it as reasonably required for such purposes, and you waive any claims against Typedream or anyone on its behalf relating to any past, present or future moral rights, artists' rights, or any other similar rights worldwide that you may have in or to your User Platform with respect to such limited permitted uses;

6. Typedream's sole discretion as to the means, manner, and method for performing the Typedream Services, including those regarding the hosting, transmission, publication and/or display of any User Platforms and/or Content (including the inclusion and presentation of any advertisements or other commercial content with respect thereto).
7. Typedream shall have the right to offer the Typedream Services in alternative price plans and impose different restrictions as for the upload, storage, download and use of the Typedream Services in each price plan, including, without limitation, restrictions on network traffic and bandwidth, size and/or length of Content, quality and/or format of Content, sources of Content, volume of download time, number of subscribers to your Content, etc.

**2.3. You agree and undertake not to:**

1. copy, modify, create derivative works of, download, adapt, reverse engineer, emulate, migrate to another service, translate, compile, decompile or disassemble the Typedream Website, the Typedream Services (or any part thereof), any Content offered by Typedream or Third Party Services for use and display within User Platforms ("**Licensed Content**") and/or any part thereof in any way, or publicly display, perform, transmit or distribute any of the foregoing without Typedream's prior written and specific consent and/or as expressly permitted under the Typedream Terms;
2. submit, transmit or display any User Content, or use Licensed Content in a context, which may be deemed as defamatory, libelous, obscene, harassing, threatening, incendiary, abusive, racist, offensive, deceptive or fraudulent, encouraging criminal or harmful conduct, or which otherwise violates the rights of Typedream or any third party (including any intellectual property rights, privacy rights, contractual or fiduciary rights), or otherwise shows any person, entity or brand in a bad or disparaging light, without their prior explicit approval;
3. use any illegal action to collect login data and/or passwords for other websites, third parties, software or services;
4. phish, collect, upload, or otherwise make available credit card information or other forms of financial data used for collecting payments, unless done in accordance with any applicable law, including, with the PCI DSS standard when applicable;
5. upload, insert, collect or otherwise make available within the Typedream Website or the Typedream Services (or any part thereof), any malicious, unlawful, defamatory or obscene Content;

6. publish and/or make any use of the Typedream Services or Licensed Content on any website, media, network or system other than those provided by Typedream, and/or frame, "deep link", "page scrape", mirror and/or create a browser or border environment around any of the Typedream Services, Licensed Content and/or User Platform (or any part thereof), except as expressly permitted by Typedream, in advance and in writing;
7. use any "robot", "spider" or other automatic device, program, script, algorithm, or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the Typedream Services (or its data and/or Content), or in any way reproduce or circumvent the navigational structure or presentation of any of the Typedream Services to obtain or attempt to obtain any materials, documents, services or information through any means not purposely made available through the Typedream Services;
8. act in a manner which might be perceived as damaging to Typedream's reputation and goodwill or which may bring Typedream into disrepute or harm;
9. purchase search engine or other pay per click keywords (such as Google AdWords), or domain names that use Typedream or Typedream Marks and/or variations and misspellings thereof;
10. impersonate any person or entity or provide false information on the Typedream Services and/or User Platform, whether directly or indirectly, or otherwise perform any manipulation in order to disguise your identity or the origin of any message or transmittal you send to Typedream and/or any End Users;
11. falsely state or otherwise misrepresent your affiliation with any person or entity, or falsely express or imply that Typedream or any third party endorses you, your User Platform, your business, your User Products, or any statement you make;
12. reverse look-up, trace, or seek to trace another User of Typedream Services, or otherwise interfere with or violate any other User's right to privacy or other rights, or harvest or collect personally identifiable information about visitors or users of the Typedream Services and/or User Platform without their express and informed consent;
13. disable, circumvent, bypass or otherwise avoid any measures used to prevent or restrict access to the Typedream Services, User Platform, the account of another User(s), or any other systems or networks connected to the Typedream Services, by hacking, password mining, or other illegitimate or prohibited means;
14. probe, scan, or test the vulnerability of the Typedream Services or any network connected to the Typedream Services;

15. upload to the Typedream Services and/or User Platform or otherwise use them to design, develop, distribute and/or otherwise transmit or execute, any virus, worm, Trojan Horse, time bomb, web bug, spyware, malware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component;
16. take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Typedream Services or Typedream's systems or networks connected to the Typedream Services, or otherwise interfere with or disrupt the operation of any of the Typedream Services, or the servers or networks that host them or make them available, or disobey any requirements, procedures, policies, or regulations of such servers or networks;
17. use any of the Typedream Services and/or User Platform in connection with any form of spam, unsolicited mail, fraud, scam, phishing, "chain letters", "pyramid schemes" or similar conduct, or otherwise engage in unethical marketing or advertising;
18. use the Typedream Services for the creation and operation of websites whose main purpose (directly or indirectly) is video streaming;
19. access to Typedream Services, User Accounts, Licensed Content and/or User Content, through any means or technology (e.g. scraping and crawling), other than our publicly supported interfaces.
20. sell, license, or exploit for any commercial purposes any use of or access to the Licensed Content and/or Typedream Services, except as expressly permitted by the Typedream Terms;
21. remove or alter any copyright notices, watermarks, restrictions and signs indicating proprietary rights of any of our licensors, including copyright mark [©], Creative Commons [(cc)] indicators, or trademarks [® or ™] contained in or accompanying the Typedream Services and/or Licensed Content; or
22. violate, attempt to violate, or otherwise fail to comply with any of the Typedream Terms or any laws or requirements applicable to your use of the Typedream Services.
23. access or use the Services for benchmarking or similar competitive analysis purposes or in order to build a competitive product or service.

**You acknowledge and agree that your failure to abide by any of the foregoing or any misrepresentation made by you herein may result in the immediate termination of your**



**User Account and/or any Services provided to you – with or without further notice to you, and without any refund of amounts paid on account of any such Services.**

### **3. Content and Ownership**

#### **3.1. Your Intellectual Property**

As between Typedream and you, you shall own all intellectual property pertaining to your User Content and to any other materials created by you, including to any designs, images, animations, videos, audio files, fonts, logos, illustrations, compositions, artworks, code, interfaces, text and literary works. Typedream does not claim ownership rights on your content. For the sole purpose of granting you the service, You know and agree that we will need to access, upload and/or copy your User Content to our platform, including cloud services and CDN's, to make display adjustments, to duplicate for backup and perform any other technical actions and/or uses required to perform our services, as we deem fit.

#### **3.2. Typedream's Intellectual Property**

All rights, title and interest in and to the Typedream Services, including any and all copyrightable materials or any other content thereof which is or may be subject to any intellectual property rights under any applicable law (including any artwork, graphics, images, website templates and widgets, literary work, source and object code, computer code (including html), applications, audio, music, video and other media, designs, animations, interfaces, documentation, derivatives and versions thereof, the "look and feel" of the Typedream Services, methods, products, algorithms, data, interactive features and objects, advertising and acquisition tools and methods, inventions, trade secrets, logos, domains, customized URLs, trademarks, service marks, trade names and other proprietary identifiers, whether or not registered and/or capable of being registered (collectively, "Intellectual Property"), and any derivations thereof, are owned by and/or licensed to Typedream.

Subject to your full compliance with the Typedream Terms and timely payment of all applicable Fees, Typedream hereby grants you, upon creating your User Account and for as long as Typedream wishes to provide you with the Typedream Services, a non-exclusive, non-transferable, non-sublicensable, fully revocable, limited license to use the Typedream Services and Licensed Content, for the purpose of generating and displaying your User Platform

to End Users and offering your User Products (as defined below) therein, solely as expressly permitted under the Typedream Terms, and solely within the Typedream Services.

The Typedream Terms do not convey any right or interest in or to Typedream's Intellectual Property (or any part thereof), except only for the limited license expressly granted above. Nothing in the Typedream Terms constitutes an assignment or waiver of Typedream's Intellectual Property rights under any law.

In addition to the above, certain fonts made available to you within the Typedream Services, are licensed to Typedream by a third party provider, and are therefore subject to additional license terms of such provider.

### **3.3. Feedback and Suggestions**

If you provide us with any suggestions, comments or other feedback relating to the Typedream Services (whether existing, suggested or contemplated), which is or may be subject to any Intellectual Property rights ("**Feedback**"), such Feedback shall be exclusively owned by Typedream. By providing such Feedback to Typedream, you acknowledge and agree that it may be used by Typedream in order to: (i) further develop, customize and improve of the Typedream Services, (ii) provide ongoing assistance and technical support, (iii) contact you with general or personalized Typedream -related notices and/or interview requests based on your feedback or otherwise, (iv) facilitate, sponsor and offer certain promotions, and monitor performance, (v) to create aggregated statistical data and other aggregated and/or inferred information, which Typedream may use to provide and improve its services, (vi) to enhance Typedream data security and fraud prevention capabilities, and (vii) to comply with any applicable laws and regulations. In addition, you (1) represent and warrant that such Feedback is accurate, complete, and does not infringe on any third party rights; (2) irrevocably assign to Typedream any right, title and interest you may have in such Feedback and (3) explicitly and irrevocably waive any and all claims relating to any past, present or future moral rights, artists' rights, or any other similar rights worldwide in or to such Feedback.

## **4. Privacy**

Certain parts of the Typedream Services (including certain Third Party Services available therein, as further explained in Section 8 below) require or involve the submission, collection and/or use of certain personally identifying or identifiable information. In particular and as a part of accessing or using the Typedream Services, Typedream and such Third Party Services may collect, access and use certain data pertaining to Users and End Users, including the activities or navigation undertaken by Users and End Users through the Typedream Services and/or User Platforms. We encourage you to read our [Privacy Policy](#) and each such Third Party Services' relevant policies on a regular basis, for a description of such data collection and use practices.

## **5. Service Fees**

### **5.1. Paid Services**

The use of certain Typedream Services may be subject to payment of particular fees, as determined by Typedream in its sole discretion ("Paid Services" and "Fee(s)", respectively). Typedream will provide notice of such Fees then in effect in relation to such Paid Services. If you wish to receive or use such Paid Services, you are required to pay all applicable Fees in advance.

Typedream reserves the right to change its Fees at any time, upon notice to you if such change may affect your existing subscriptions. If you received a discount or other promotional offer, Typedream shall have the right to automatically and without notice renew your subscription to such Typedream Service(s) at the full applicable Fee.

All Fees shall be deemed to be in U.S. Dollars, except as specifically stated otherwise in writing by Typedream. To the extent permitted by law (and unless specified otherwise by Typedream in writing), all Fees are exclusive of all taxes (including value added tax, sales tax, goods and services tax, etc.), levies or duties imposed by taxing authorities ("**Taxes**"), and you shall be responsible for payment of all applicable Taxes relating to your use of the Typedream Services, or to any payments or purchases made by you. If Typedream is obligated to collect or pay Taxes for the Fees payable by you, and whether or not such Taxes were added and collected from you for previous transactions, such Taxes may be added to the payment of any outstanding Fees and will be reflected in the Invoice for such transaction. We recommend that you verify the existence of any additional fees you may be charged by third parties in connection with the

purchase of Paid Services or in connection with the renewal thereof (such as international transaction fees, currency exchange fees or fees due to banks or credit card companies). Typedream is not responsible for any such additional fees or costs.

As part of registering or submitting information to receive Paid Services, you also authorize Typedream (either directly or through its affiliates, subsidiaries or other third parties) to request and collect payment and service fees (or otherwise charge, refund or take any other billing actions) from our payment provider or your designated banking account, and to make any inquiries Typedream or its affiliates may consider necessary to validate your designated payment account or financial information, in order to ensure prompt payment, including for the purpose of receiving updated payment details from your payment, credit card or banking account provider (e.g., updated expiry date or card number as may be provided to us by your credit card company).

You must keep a credit card stored with Typedream to pay for your Paid Services ("Stored Card"). You will be able to identify your Stored Card by its last four digits as in your Account Settings Page.

## **5.2. Invoices**

Typedream and/or its affiliated companies will issue an invoice or credit memo for any payment of Fees or refund made to or by Typedream ("**Invoice**"). Each Invoice will be issued in electronic form and based on the country stated in your billing address, and will be made available to you via your User Account and/or by e-mail. For the purpose of issuing the Invoice, you may be required to furnish certain Personal Information (as such term is defined in the Privacy Policy) in order to comply with local laws. Please note that the Invoice presented in your User Account may be inadequate with your local law requirements, and in such case may be used for pro forma purposes only.

## **5.3. Subscription Auto-Renewals**

**In order to ensure that you do not experience any interruption or loss of services, certain Paid Services include an automatic renewal option by default, such Paid Services will automatically renew upon the end of the applicable subscription period, for a renewal period equal in time to the original subscription period (excluding extended periods) and, unless otherwise notified to you, at the same price (subject to applicable Taxes changes**

and excluding any discount or other promotional offer provided for the first period) (“Renewing Paid Services”). For example, if the original subscription period for a Service is one month, each of its renewal periods (where applicable) will be for one month. Accordingly, where applicable, Typedream will attempt to automatically charge you the applicable Fees using the Stored Card, within up-to two (2) weeks before such renewal period commences. In the event of failure to collect the Fees owed by you, we may in our sole discretion (but shall not be obligated to) retry to collect on a later time, and/or suspend or cancel your User Account, without further notice.

By entering into this Agreement and by purchasing a **Renewing Paid Service**, you acknowledge and agree that **the Renewing Paid Service shall** automatically renew in accordance with the above terms.

Accordingly, you shall be solely responsible with respect to any discontinuation of any Typedream Services previously purchased by you, including due to a cancellation, failure to charge the applicable recurring Fees, or due to any Typedream Services not being subject to automatic subscription renewals. You acknowledge and agree that you shall not have any claims against Typedream in relation to the discontinuation of any Typedream Services or Third Party Services, for whatever reason.

#### **5.4. Refunds**

Upon request, we may, in our sole discretion, grant a full or partial refund to the original funding payment.

In case of a refund, please note that the Refund amount may be different than the amount you were charged due to currency changes and third party fees. Typedream will not be responsible for any differences caused by change of currency exchange rates or fees you were charged by third parties. If we find that a notice of cancellation has been given in bad faith or in an illegitimate attempt to avoid payment for services actually received and enjoyed, we reserve our right to still charge the User who provided such notice for any Typedream Services actually received, as permitted by law.

Please note: Certain services purchased on or through the Typedream Services may be non-refundable. These include Third Party Services such as domains, business tools and applications. The terms of each purchased service or application are indicated on the Typedream Website and/or as part of or during the process of purchasing such services or applications. It is your obligation to verify your ability to cancel a service prior to purchasing it. Typedream will not refund any amounts paid for non-refundable Paid Services, applications or Third Party Services.

Please carefully check the terms of each service before buying, since some services are non-refundable.

### **5.5. Chargebacks**

If, at any time, we record a decline, chargeback or other rejection of a charge of any payable Fees on your Typedream account (“**Chargeback**”), this will be considered as a breach of your payment obligations hereunder, and your use of the Typedream Services may be automatically disabled or terminated.

In the event a Chargeback is performed, your User Account may be blocked without the option to re-purchase or re-use it, and any data contained in such User Account, including any domains, applications and Third Party Services may be subject to cancellation and Capacity Loss (as defined in Section 6.3 below).

Your use of the Typedream Services will not resume until you re-subscribe for any such Typedream Services, and pay any applicable Fees in full, including any fees and expenses incurred by Typedream and/or any Third Party Services for each Chargeback received (including Fees for Typedream Services provided prior to the Chargeback, handling and processing charges and fees incurred by the payment processor).

If you have any questions or concerns regarding a payment made to Typedream, **we encourage you to first contact our Customer Support team before filing a Chargeback or reversal of payment**, in order to prevent the Typedream Services from being cancelled and your User Account being blocked, and to avoid the filing of an unwarranted or erroneous Chargeback, which may result in your being liable for its applicable Fees, in addition to

re-payment of all the Fees applicable to the Typedream Services purchased (and charged-back) by you.

We reserve our right to dispute any Chargeback received, including by providing the relevant credit card company or financial institution with any information and documentation proving that the User responsible for such Chargeback did in fact authorize the transaction and make use of the services rendered thereafter.

## **6. Cancellation**

### **6.1. Cancellation by User**

You may discontinue to use and request to cancel your User Account and/or any Typedream Services at any time, in accordance with the instructions available on the Typedream Services. The effective date and time for such cancellation shall be the date and time on which you have completed the cancellation process on the Typedream Services, and the effective date for cancellation of Paid Services shall be at the end of such Paid Services' subscription period.

Notwithstanding anything to the contrary in the foregoing, with respect to subscriptions to Renewing Paid Services, such subscription will be discontinued only upon the expiration of the respective period for which you have already made payment. Please note that as the cancellation process may take a few days, in order to avoid the next automatic renewal and respective charge the cancellation request should be made at least fourteen (14) days prior to the expiration of the then-current service period.

### **6.2. Cancellation by Typedream**

Failure to comply with any of the Typedream Terms and/or to pay any due Fee shall entitle Typedream to suspend (until full payment is made) or cancel your User Account and User Platform (or certain features thereof), as well as the provision of any related Typedream Services (e.g., Paid Services) or Third Party Services to you.

### **6.3. Loss of Data, Content and Capacity**

If your User Account or any Typedream Services or Third Party Services related to your User Account are cancelled (whether at your request or at Typedream's discretion), it may cause or

result in the loss of certain content, features, or capacity of your User Account, including any User Content, End User data or other usage data retained therein, and including any domain name reservation or registration that was included in such Services (**“Capacity Loss”**).

Typedream shall not be liable in any way for such Capacity Loss, or for saving a backup of your User Account, User Content or End User data. Please also note that additional Fees may apply to re-activation of a User Account and/or any Typedream Services following their cancellation, as determined by Typedream in its sole discretion.

## **7. Third Party Services**

The Typedream Services enable you to engage and procure certain third party services, products and tools for enhancing your User Platform and your overall user experience, including, without limitation, third party applications and widgets offered via the Typedream Website (including the Typedream Tools & Integrations), third party Licensed Content, media distribution services, E-Commerce Payment Providers, sellers of tangible products, third party designers who may assist you with your User Platform, etc. (collectively, **“Third Party Services”**).

You acknowledge and agree that regardless of the manner in which such Third Party Services may be offered to you (bundled or integrated within certain Typedream Services, offered separately by Typedream or persons certified or authorized by Typedream, or otherwise offered anywhere on the Typedream Services), Typedream merely acts as an intermediary platform between you and such Third Party Services, and does not in any way endorse any such Third Party Services, or shall be in any way responsible or liable with respect thereto. Typedream will not be a party to, or in any way be responsible for monitoring, any interaction or transaction between you and any Third party Services.

You acknowledge that such services may require the payment of additional amounts to Typedream and/or to the providers of such Third-Party Services.

Any and all use of such Third Party Services shall be done solely at your own risk and responsibility, and may be subject to such legal and financial terms which govern such Third Party Services, which you are encouraged to review before engaging with them.



If you use third parties' services, software or goods while using our Services, you declare that you act in compliance with their terms of use. For example, if you use YouTube while using the Services, you must comply with the applicable [YouTube](#) terms and its [privacy policy](#) as in the effective version as of the date of use of such services.

While we hope to avoid such instances, Typedream may, at any time and at its sole discretion, suspend, disable access to or remove from your User Account, User Platform(s) and/or the Typedream Services, any Third Party Services – whether or not incorporated with or made part of your User Account and/or User Platform(s) at such time – without any liability to you or to any End Users.

## **8. Misconduct and Copyrights**

### **8.1. Misconduct and Abuse**

When using the Typedream Services, you may be exposed to User Platforms, User Content or Third Party Services from a variety of sources, which may be inaccurate, offensive, objectionable or illegal. You hereby waive any legal or equitable rights or remedies you have or may have against Typedream with respect thereto.

If you believe a User or any Third Party Services acted inappropriately or otherwise misused any of the Typedream Services, please immediately report such User and/or Third Party Service to us via [this form](#). You agree that your report shall not impose any responsibility or liability upon Typedream, and that Typedream may consider such report and act upon it, refrain from taking any such action or require additional information or documents before doing so, at its sole discretion.

If you witness or experience any misconduct or abusive behavior by anyone using our services, please let us know.

## **8. Copyrights**

Typedream acts in accordance with its interpretation of the Digital Millennium Copyright Act (“**DMCA**”). If you believe that your work has been copied or was otherwise used in a way that constitutes copyright infringement, you may notify us of such infringement via [this form](#) or e-mail: [abuse@typedream.com](mailto:abuse@typedream.com)

In the event that Typedream receives notice regarding a copyright infringement related to your User Platform or User Website, it may cancel your User Account, take your User Platform down or remove any Content in its sole discretion, with or without prior notice to you. In such case, you may file a proper counter-notice in accordance with Section 512 of the DMCA, in which you must include: (1) your full name, address, phone number and physical or electronic signature; (2) identification of the material and its location before removal; (3) a statement under penalty of perjury that the material was removed by mistake or misidentification; (4) your consent to an appropriate judicial body; and (5) any other information required under the relevant provisions of the DMCA. Any notices filed pursuant to this Section 7 may be deemed accepted, applicable and compliant with the DMCA, or not, at Typedream's sole reasonable discretion. Typedream reserves the right to notify the person or entity providing the infringement notice of such counter-notice and provide any details included therein.

#### **9. Disclaimer of Warranties**

**We provide the Typedream Services on an “As Is”, “with all faults” and “As Available” basis, without any warranties of any kind, including any implied warranties or conditions of merchantability, fitness for a particular purpose, workmanlike effort, non-infringement, or any other warranty – all to the fullest extent permitted by law. We specifically do not represent or warrant that the Typedream Services (or any part, feature or Content thereof) are complete, accurate, of any certain quality, reliable or secure in any way, suitable for or compatible with any of your (or your End Users’) contemplated activities, devices, operating systems, browsers, software or tools (or that they will remain as such at any time), or comply with any laws applicable to you or your End Users (including in any jurisdiction in which you operate), or that their operation will be free of any viruses, bugs or other harmful components or program limitations. Moreover, we do not endorse any entity, product or service (including any Third Party Services) mentioned on or made available via the Typedream Services – so please be sure to verify those before using or otherwise engaging them.**

Typedream may, at its sole discretion (however it shall have no obligation to do so), screen, monitor and/or edit any User Platform and/or User Content, at any time and for any reason, with or without notice.

Notwithstanding anything to the contrary in the foregoing, in no circumstances may Typedream be considered as a “publisher” of any User Content, does not in any way endorse any User Content, and assumes no liability for any User Content uploaded, posted, published and/or made available by any User or any other party on and/or through the Typedream Services, for any use by any party, or for any loss, deletion or damage thereto or thereof or any loss, damage, cost or expense that you or others may suffer or incur as a result of or in connection with publishing, accessing and/or relying on any User Content. Furthermore, Typedream shall not be liable for any mistakes, defamation, libel, falsehoods, obscenity, pornography, incitement and/or any other unlawful and/or infringing User Content you or any other party may encounter.

You acknowledge that there are risks in using the Typedream Services and/or connecting and/or dealing with any Third Party Services through or in connection with Typedream Services, and that Typedream cannot and does not guarantee any specific outcomes from such use and/or interactions, and you hereby assume all such risks, liabilities and/or harm of any kind arising in connection with and/or resulting from such interactions. Such risks may include, among others, misrepresentation of information about and/or by Third Party Services and/or Licensed Content, breach of warranty and/or contract, violation of rights, and any consequent claims.

Typedream does not recommend the use of the Typedream Services for hosting of personal content and shall not bear any security or integrity obligations or risks regarding breach or damage to any such content.

Please note that certain Typedream Services are currently offered in their BETA version, and undergoing BETA testing. You understand and agree that certain Typedream Services may still contain software bugs, suffer disruptions and not operate as intended or designated. Your use of the Typedream Services at this BETA stage signifies your agreement to participate in such Typedream Services’ BETA testing.

#### **10. Limitation of Liability**

**To the fullest extent permitted by law in each applicable jurisdiction, Typedream, its officers, directors, shareholders, employees, affiliates and/or agents shall not be liable to**

**you for any direct, indirect, incidental, special, punitive, exemplary or consequential damages whatsoever, including any damages resulting from (1) errors, mistakes, or inaccuracies of or in any content; (2) any personal injury or property damage related to your use of the Typedream Services; (3) any unauthorized access to or use of our servers and/or any personal information and/or other information stored therein; (4) any interruption or cessation of transmission to or from the Typedream Services; (5) the use or display of any Content or User Content posted, emailed, transmitted, or otherwise made available via the Typedream Services; (6) events beyond the reasonable control of Typedream, including any internet failures, equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, earthquakes, explosions, acts of God, war, terrorism, intergalactic struggles, governmental actions, orders of courts, agencies or tribunals or non-performance of third parties; and/or (7) loss of use, data, profits, goodwill, or other intangible losses, resulting from the use or the inability to use any or all of Typedream Services.**

**You acknowledge and agree that these limitations of liability are agreed allocations of risk constituting in part the consideration for Typedream's services to you, and such limitations will apply even if Typedream has been advised of the possibility of such liabilities.**

#### **11. Indemnity**

You agree to defend, indemnify and hold harmless Typedream, its officers, directors, shareholders, employees, affiliates and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs, debt and expenses (including attorneys' fees) arising from: (1) your violation of any term of these Terms of Use or any other Typedream Terms; (2) your violation of any third party right, including any copyright, access rights, property, or privacy right, resulting from your User Platform or User Content and/or your use of the Typedream Services, including, without limitation, Typedream Services' actions for your benefit; and/or (3) any other type of claim that your User Platform and/or User Content caused damage to a third party.

#### **12. General**

### **12.1. Changes & Updates**

Typedream reserves the right to change, suspend or terminate any of the Typedream Services (or any features thereof, or prices applicable thereto), and/or cancel your access to any of the Typedream Services (including removal of any materials created by you in connection with the Typedream Services) for any reason and/or change any of the Typedream Terms with or without prior notice - at any time and in any manner.

You agree that Typedream will not be liable to you or to any third party for any modification, suspension or discontinuance of those Typedream Services.

If any such changes involve the payment of additional Fees, we will provide you with a notice of such Fees prior to enabling such specific changes. If you fail or refuse to pay such Fees, we may (at our sole discretion) cancel your User Account (as further explained in Section 6 above), continue to support your then-current Typedream Services without enabling such changes, or provide you with alternative Services.

### **12.2. Governing Law & Jurisdiction; Class Action Waiver**

The Typedream Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the Typedream Services, their interpretation, or the breach, termination or validity thereof, the relationships which result from or pursuant to the Typedream Terms, or any related transaction or purchase, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of the State of California, without respect to its conflict of laws principles.

Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by, a court of competent jurisdiction located in San Francisco, California.

The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.

Subject to any applicable law, all disputes between you and Typedream shall only be resolved on an individual basis and you shall not have the right to bring any claim against Typedream as a plaintiff or a member of a class, consolidated or representative actions (or any other legal proceedings conducted by a group or by representatives on behalf of others).

Notwithstanding anything to the contrary in this Section 12.2, if you are located in the United States of America, (i) the legal jurisdiction governing all aspects of the payment transaction contemplated by Section 5 between you and Typedream will be the State of California, without respect to its conflict of laws principles, and (ii) any and all claims and disputes related to such payment transaction contemplated by Section 5 shall be brought in, and you hereby consent to them being decided exclusively by, a court of competent jurisdiction located in San Francisco, California.

### **12.3. Notices**

We may provide you with notices in any of the following methods: (1) via the Typedream Services, including by a banner or pop-up within the Typedream Website, User Account or elsewhere; (2) by e-mail, sent to the e-mail address you provided us; and/or (3) through any other means, including any phone number or physical address you provided us. Typedream's notice to you will be deemed received and effective within twenty four (24) hours after it was published or sent through any of the foregoing methods, unless otherwise indicated in the notice.

### **12.4. Relationship**

The Typedream Terms, and your use of the Typedream Services, do not, and shall not be construed to create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between Typedream and you.

### **12.5. Entire Agreement**

These Terms of Use, together with the Typedream Terms and any other legal or fee notices provided to you by Typedream, shall constitute the entire agreement between you and Typedream concerning the subject matter hereof or thereof, and supersede any and all prior or contemporaneous agreements, understandings, promises, conditions, negotiations, covenants or representations, whether written or oral, between Typedream and you, including those made by or between any of our respective representatives, with respect to any of the Typedream Services. You further agree that you are not relying upon any promise, inducement, representation, statement, disclosure or duty of disclosure of Typedream in entering into any of the Typedream Terms.

## **12.6. Assignment**

Typedream may assign its rights and/or obligations hereunder and/or transfer ownership rights and title in the Typedream Services and/or Licensed Content to a third party without your consent or prior notice to you. You may not assign or transfer any of your rights and obligations hereunder without the prior written consent of Typedream. Any attempted or actual assignment thereof without Typedream's prior explicit and written consent will be null and void. In any event, an assignment or transfer pursuant to this Section 15.6 shall not in itself grant either Typedream or you the right to cancel any Typedream Services or Third Party Services then in effect.

## **12.7. Severability & Waivers**

If any provision of the Typedream Terms is deemed by a court of competent jurisdiction to be invalid, unlawful, void, or for any reason unenforceable, then such provision shall be deemed severable and will not affect the validity and enforceability of the remaining provisions. No Waiver of any breach or default of any of the Typedream Terms shall be deemed to be a waiver of any preceding or subsequent breach or default.

These Terms of Use were written in English

## **12.8. Customer Service Contact**

To get in touch with our Customer Service - please use any of the options listed below:

1. Live Chat support
2. Send an email message to: [support@typedream.com](mailto:support@typedream.com)
3. Join our [Slack channel](#)