

TERMS OF SERVICE (TOS)

DREAMNATION ACCEPTABLE USE POLICIES AND TERMS OF SERVICE FOR CUSTOMERS

A person or persons (the "Customer") obtaining SERVICES from KatWaki Entertainment LLC, owners and operators of the DreamNation Grid and affiliated entertainment services and entities (jointly "DreamNation"), agree to the following terms governing usage (these terms are referred to herein as DreamNation's "Acceptable Use Policy (AUP)").

These terms are in addition to terms agreed to for other services procured from DreamNation.

Adults Only : You agree that you are 18 years of age or older. No ONE YOUNGER than 18 is allowed access to DreamNation.

1. NO RESPONSIBILITY FOR CONTENT

- 1.1. DreamNation provides server use for a 3D online world (the "Service").
- 1.2. DreamNation has no responsibility for the content that the Customer access through the Service and does not guarantee the accuracy, integrity or quality of such content.
- 1.3. DreamNation assumes no responsibility for the timeliness, deletion, or failure to store any user communications, personalization settings, or content.

2. PRIVACY AND SECURITY

- 2.1. Information regarding the Customer's service usage that is available to DreamNation will be maintained in confidence except for disclosures required by law (e.g., a lawful subpoena), disclosures the Customer agrees to, disclosures of general information on usage that does not refer to the Customer's identity, and disclosures for billing, collection or enforcement purposes.
- 2.2. The Customer is responsible for maintaining the confidentiality of any password and account credentials, and are fully responsible for all activities that occur under the Customer's password or account.
- 2.3. The Customer agrees to immediately notify DreamNation of any unauthorized use of the Customer's password or account or any other breach of security, if this effects the Customer's services from DreamNation.

3. MEMBER CONDUCT

- 3.1. All information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated.
- 3.2. The Customer is solely responsible for all Content that the Customer uploads, posts, instant messages or otherwise transmits via the Service or that may be stored by the service.

- 3.3. The Customer acknowledges that in using the Service, the Customer may be exposed to Content that is offensive, indecent or objectionable in the Customer's opinion.
- 3.4. DreamNation shall have no responsibility or liability whatsoever for any Content, including, but not limited to, any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise transmitted via the Service.
- 3.5. The Customer agrees to not use the Service to:
- i. Upload, post, email, instant message or otherwise transmit any Content that is unlawful, harmful, harassing, defamatory, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
 - ii. Transmit material that is intended to or is likely to cause harm to minors;
 - iii. Impersonate any person or entity, including, but not limited to, a DreamNation employee or representative, or falsely state or otherwise misrepresent your affiliation with a person or entity;
 - iv. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
 - v. Upload, post, email, instant message or otherwise transmit any Content that the Customer does not have a right to transmit under any law or under contractual or fiduciary relationships (including, for example and without limiting the scope of this clause, proprietary and confidential information or information protected under nondisclosure agreements);
 - vi. Upload, post, email, instant message or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party.
 - vii. Upload, post, email, instant message or otherwise transmit any unauthorized advertising, promotional materials, "junk mail," "spam," or "pyramid schemes";
 - viii. Upload, post, email or otherwise transmit messages of any type to any other recipient list obtained from a third party or where permission was not granted directly by the recipient to the sender in a clear and concise manner;
 - ix. Use the Service to collect replies or responses from any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "pyramid schemes," or anything which violates this acceptable use policy, including, for example and without limiting the scope of this clause, hosting websites, images, email accounts, email servers, or other electronic means used to collect responses, orders or to track receipt of messages which violate this AUP, even if message did not originate from this Service;
 - x. Upload, post, email or otherwise transmit any material that contains malicious scripts and/or programs such as computer viruses, worms, Trojan horses,

keyloggers, password or personal information collectors, analysis tools, network probing or scanning tools or similar computer code or materials designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment either owned by or leased by DreamNation or the Services affiliates (other account holder);

- xi. Engage in hacking, port scanning or any attempt to access any information, computer or network without proper authorization, including but not limited to accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other entities not limited to hosts, networks or accounts;
- xii. Interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service. Disrupt, degrade, harm or attempts to harm the DreamNation network or any of its services;
- xiii. Intentionally or unintentionally violate any applicable local, state, federal or international law;
- xiv. "Stalk" or otherwise harass another User or Account holder;
- xv. Unlawfully collect or store personal data about other users;
- xvi. Upload, post, email, instant message, display, transmit, solicit, or request any Content that is legally defined as child pornography in the jurisdictions of the Netherlands and the United States of America, with breach of this clause resulting in immediate termination of the individuals involved;

3.6. DreamNation may at its sole discretion declare any Content containing, depicting, or displaying a minor in realistic sexual or erotic situations, behaviors or manners as sexually exploitative and abusive of minors and demand its immediate removal from the Service regardless of whether it is legal in any jurisdiction in the world. The Customer is solely responsible for ascertaining DreamNation's guidelines and announcements in regard Content that may be in breach of the DreamNation's Acceptable Use Policy in regard this clause.

4. CURRENCY USE LICENSE

- 4.1. DreamNation provides access to a service for the purchase, trade, exchange of a virtual currency known as Open Metaverse Currency ("OMC"). This service is owned and operated by Virtual World Services GmbH, FN 2999158 p, Asperner Heldenplatz 6, 1220 Vienna, Austria (VirWox) and all DreamNation Customers are bound by the VirVox Terms of Service if they access this service.
- 4.2. OMC can be exchanged, bartered, traded or transferred between DreamNation customers in exchange for permission to access and use Content, applications, services and various user-created features while respecting license terms of said content, application, service or feature.
- 4.3. OMC are NOT a form of real currency or any type of financial instrument and are not redeemable for any sum of money from DreamNation.

- 4.4. DreamNation allows the purchase of OMC from VirVox ATMs for a usage fee. This fee is at the discretion of DreamNation and is the charge for the issue, management & facility to use OMC in the Service, and does not constitute a purchase of OMC.

5. INDEMNITY

- 5.1. The Customer shall indemnify and hold DreamNation and its subsidiaries, affiliates, officers, agents and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content submitted or transmitted by the Customer through the Service, the Customer's use of the Service, the Customer's connection to the Service, the Customer's violation of DreamNation's Acceptable Use Policy, the Customer's violation of local, state, federal or international law, or Customer's violation of any rights of another person or entity through use of the Service.

6. TERMINATION

- 6.1. DreamNation may, without notice to the Customer, terminate the Customer's access to the Service, or any other resource provided by DreamNation as part of the Service, if DreamNation believes that the Customer has violated DreamNation's Acceptable Use Policy or acted inconsistently with the letter or spirit of DreamNation's Acceptable Use Policy.
- 6.2. The Customer agrees that DreamNation shall not be liable to the Customer or any third-party for any termination of the Customer's access to the Service.

7. LIMITATION OF LIABILITY

- 7.1. DreamNation shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits or revenues, goodwill, use, data or other intangible losses, even if DreamNation has been advised of the possibility of such damages), resulting from:
- i. the use or the inability to use the service;
 - ii. any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service;
 - iii. any other matter relating to the service.

8. MISCELLANEOUS

- 8.1. If any provision of DreamNation's Acceptable Use Policy is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of DreamNation's Acceptable Use Policy shall remain in full force and effect. The section titles in this Acceptable Use Policy are for convenience only and have no legal or contractual effect. DreamNation reserves the right in its sole discretion to amend, supplement or revise this Acceptable Use Policy from time-to-time.

9. POLICIES

9.1 In addition to the above Terms of Service by using DreamNation's Services you must also agree to and accept all DreamNation Polices. The policies can be reviewed here: [DreamNation policies](#).