

## **DOZMIA TERMS OF USE**

Last updated on September 3, 2014 (the “Effective Date”).

Welcome to Dozmia! These terms of use (the “Terms”) are between Dozmia Inc., and its related companies (collectively, “Dozmia”, “we”, “us”, or “our”) and you. These Terms govern your use of the website, www.Dozmia.com (the “Site”), all related services, and any other services we provide in connection with the Site (collectively, the “Services”). Please read these Terms carefully because they constitute a binding legal agreement between you and us.

The Terms are divided into 18 sections. You can go directly to each section by clicking the link below:

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### **1. INTRODUCTION.**

1.1. **ACCEPTANCE OF TERMS.** BY ACCESSING OR USING THE SERVICES IN ANY WAY, (a) YOU REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS, AND (b) YOU AGREE TO BE BOUND BY THESE TERMS. If you do not agree with these Terms, then please do not use the Services. You should print or otherwise save a copy of these Terms for your records.

1.2. **ELIGIBILITY.** To access, use, and/or register for the Services you must (a) be eighteen (18) years of age or older, or be thirteen (13) years of age or older and have your parent or guardian’s consent to these Terms, (b) have the power to enter a binding contract with us and are not barred from doing so under any applicable laws, and (c) be a resident of the USA. You also warrant that any registration information that you submit to us is accurate, true, and complete, and that you will keep it that way at all times.

1.3. **CHANGES TO THE TERMS.** We may change these Terms at any time. If we make any changes, we will change the Effective Date above, and where appropriate, may notify you via e-mail or announcement on the Site. You understand and agree that by using the Services after the Terms are changed, that your continued use of the Services constitutes your acceptance of the Terms as revised. We encourage you to periodically review our current terms of use.

## **2. ACCOUNT REGISTRATION.**

2.1. **ACCOUNT REGISTRATION.** You must register and create an account with us in order to use most of the Services. When you register to use the Services, you will be required to provide certain information, including your (a) first and last name, (b) email address, (c) date of birth, (d) zip code, (e) gender, and (f) you will choose a password for your account.

2.2. **YOUR USERNAME AND PASSWORD.** Your email address will be your username or “Login ID”. You agree to (a) maintain the confidentiality and security of your username and password, and (b) remain responsible for all uses of your username and password, and all activity emanating from your account, whether or not such activity was authorized by you. If your username or password is lost or stolen, or if you believe that your account has been accessed by unauthorized third parties, you are advised to notify us promptly in writing, and should change your password at the earliest possible opportunity.

2.3. **TYPES OF ACCOUNTS.** We currently offer only one type of account: an advertisement-based, free-of-charge service.

## **3. DESCRIPTION OF THE SERVICES.**

3.1. **THE SERVICES.** Dozmia is an interactive music streaming service. Our Services primarily enable you to listen on-demand to sound recordings (and their underlying musical compositions) that are available on the Site. Our Services also enable you to share/post music from the Site on third party websites (e.g. Facebook, blogs, other social media websites) via embedded links so that a user of such third party website can listen to the music you shared without leaving such third party website. The Services are currently available only while connected to the Internet.

3.2. **CHANGING THE SERVICES.** We may modify, suspend, or stop the Services, in whole or part, either temporarily or permanently, at any time, with or without prior notice to you. You agree that we shall not be liable to you or any third party for any modification or cessation of the Services. You acknowledge that we have no express or implied obligation to provide, or continue to provide, the Services, or any part thereof, now or in the future. Any new services and features will be subject to these Terms, as well as any additional terms of use that we may release for those specific services or features.

3.3. **“AS IS” NOTICE.** You understand and acknowledge that the Services are being provided and are made available on an “AS IS” basis. The Services may contain errors or inaccuracies that could cause failures, corruption, or loss of your information. We strongly encourage you to back-up all data and information on your devices prior to using the Services in any way. **YOU ASSUME ALL RISKS AND COSTS ASSOCIATED WITH YOUR USE OF THE SERVICES.** Additionally, we are not obligated to provide any maintenance, technical, or other support for the Services.

3.4. **FEEDBACK.** As part of using the Services, we may provide you with the opportunity to submit comments, suggestions, or other feedback regarding your use of the Services. You agree that in the absence of a separate written agreement to the contrary, we will be free to use any feedback you provide for any purpose.

4. **PRICES AND PAYMENT.** There is currently no fee to use the Services. We generate all our revenue from advertisements.

## **5. LICENSE TO USE THE SERVICES.**

5.1. **OUR PROPRIETARY RIGHTS.** You agree and acknowledge that Dozmia and/or our licensors own all legal right, title, and interest in and to the Services, and any related software, including any content we provide to you as a part of and/or in connection with the Services, including all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist (collectively, the “Software”). You further agree and acknowledge that the Software contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Using the Software does not give you any rights of ownership in them.

5.2. **LICENSE TO USE THE SERVICES.** Subject to your strict compliance with these Terms, we grant you a limited, personal, nonexclusive, revocable, and nontransferable license to use the Software as we provide to you as part of the Services.

5.3. **LIMITATIONS ON USE.**

5.3.1. You agree to use the Services only for purposes as permitted by these Terms and any applicable laws or regulations. We reserve the right to modify or impose any limitations on the use of the Services at any time, with or without notice to you. All rights that are not expressly granted by us in these Terms are reserved.

5.3.2. You agree to not, or to permit anyone else to, reproduce, copy, duplicate, modify, create a derivative work of, reverse engineer, decompile, or otherwise attempt to discover the source code (unless expressly permitted or required by law), sell, resell, rent, trade, lease, sublicense, assign, grant a security interest in, or otherwise transfer any right in the Software, except as expressly permitted in these Terms.

## **6. YOUR CONTENT.**

### **6.1. USER-GENERATED CONTENT.**

6.1.1. "User Content" shall mean any information that you or other users post, upload, contribute, store, transmit, submit, exchange, or make available to or via the Services, including but not limited to, written text, graphics, photographs, images, playlist compilations, and any other similar materials.

6.1.2. You agree and acknowledge that (a) all User Content whether publicly posted or privately transmitted through the Services is the sole responsibility of the person from whom such User Content originated, and (b) you are solely responsible for any User Content you upload, download, post, email, transmit, store, or otherwise make available through your use of the Services.

6.1.3. You understand that by using the Service you may encounter User Content that you may find offensive or objectionable, and that you may expose others to User Content that they may find objectionable. We do not (a) control the User Content posted via the Services, (b) guarantee the accuracy, integrity, or quality of such User Content, or (c) endorse any opinion contained in User Content. You understand and agree that your use of the Services and any User Content is solely at your own risk.

6.2. **OWNERSHIP OF USER CONTENT.** User Content is owned solely by the person or entity from whom such User Content originated. We do not claim any ownership rights in your User Content.

### **6.3. LICENSE FROM YOU.**

6.3.1. By submitting, posting, sharing, and/or otherwise making available to or via the Services any User Content, you grant us a worldwide, royalty-free, non-exclusive, transferable license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform, and publicly display such User Content on or in connection with the Services. This license is granted separately with respect to each item of your User Content.

6.3.2. The above license will (subject to the following paragraph of these Terms) terminate within a commercially reasonable time after you or us remove such User Content from the Services and/or your account. Licenses with respect to comments or other public contributions, and User Content that is published, made public, and/or shared with others will be perpetual and irrevocable, and will continue notwithstanding any termination of your account.

6.3.3. You represent that you have the right to post any User Content which you post to the Services, and that such User Content, or its use by us as contemplated by these Terms, does not (a) violate these Terms, applicable law, or the intellectual property or publicity rights of others, or (b) imply any affiliation, endorsement, approval, or cooperation with you or your User Content by us or any artist, band, label, entity, or individual without express written consent from such individual or entity. By submitting or posting User Content on areas of the Services that are accessible by the public, you are representing that you are the owner of such material and/or have authorization to distribute it. Any User Content other than yours is the property of the relevant uploader, and is or may be subject to copyright, trademark rights, or other intellectual property or proprietary rights. Such User Content may not be downloaded, reproduced, distributed, transmitted, reuploaded, republished, displayed, sold, licensed, made available, or otherwise communicated to the public or exploited for any purposes except via the features of the Services or with the express written consent of the such uploader. If you repost another user's User Content, or include another user's User Content in your own User Content, you acquire no ownership rights whatsoever in that User Content. Subject to the rights expressly granted in these Terms, all rights in User Content are reserved to the relevant uploader, except that, where applicable, you agree to waive your "moral rights" including but not limited to, the right to be identified as the author of any User Content on the Services and your right to object to derogatory treatment of your User Content.

6.3.4. You understand that in order to provide the Services and make your User Content available, we may transmit your user Content across various public networks, in various media, and modify or change your User Content to comply with technical requirements of connecting networks or devices. You agree that the license herein permits us to take any such actions.

6.4. **BACKUP YOUR USER CONTENT.** You agree that you are responsible for backing up, to your own computer or other device, all your own User Content that you store or access via the Services. We do not guarantee or warrant that any User Content you may store or access through the Services will not be subject to inadvertent damage, corruption, or loss.

6.5. **ACCESS TO YOUR ACCOUNT AND USER CONTENT.** Without limiting the foregoing, you agree and acknowledge that we may access, use, preserve, and/or disclose your User Content if legally required to do so or if we have a good faith belief that such access, use, disclosure, or preservation is reasonably necessary to (a) comply with legal process or request, (b) enforce these Terms, including investigation of any potential violation, (c) detect, prevent, or otherwise address security, fraud, or technical issues, or (d) protect the rights, property, or safety of us, our users, or the public as required or permitted by law.

6.6. **REMOVAL OF USER CONTENT.**

6.6.1. You agree and acknowledge that we are not responsible or liable in any way for any User Content and have no duty to pre--screen any User Content. However, we reserve the right, at all times, to determine whether User Content is appropriate and in compliance with these Terms, and may pre-screen, move, refuse, modify, and/or remove User Content at any time, without prior notice, and in our sole discretion, if such User Content is found to be in violation of these Terms or is otherwise objectionable in our sole discretion.

6.6.2. Users have control over their User Content what that they store in their account, and may remove User Content without notice. You have no right of continued access to any particular item of User Content and we shall have no liability in the event that you are unable to access an item of User Content due to its removal from the Services whether by us or the relevant user.

6.6.3. If you believe that any User Content infringes one or more of your copyrights, please follow the directions in our [Copyright Policy](#). Or if you believe that any User Content does not comply with the Community Guidelines below, or that your rights under applicable law have been otherwise infringed by any User Content, please contact us at: [contact@Dozmia.com](mailto:contact@Dozmia.com).

6.7. **REPEAT INFRINGERS.** If we receive a valid notification from a third party in accordance with our reporting processes or applicable law that any of your User Content infringes the copyright or other rights of such third party, or if we believe that your behavior is inappropriate and violates these Terms, we may send you a written warning to this effect. Any user that may receive more than two of these warnings is liable to have their access to the Services terminated immediately.

## **7. YOUR CONDUCT; COMMUNITY GUIDELINES.**

7.1. **PROHIBITED CONDUCT.** You agree that you will NOT use the Services to do any of the following (the “Prohibited Conduct”):

(a) Upload, download, embed, post, email, transmit, store, or otherwise make available anything that infringes any copyright, patent, trademark, trade secret, right of publicity, confidential information, or any other rights of any person or entity;

(b) Upload, download, embed, post, email, transmit, store or otherwise make available any User Content that is unlawful, harassing, threatening, harmful, tortuous, defamatory, libelous, abusive, promotes violence, obscene, vulgar, promotes pornography, invasive of another’s privacy, hateful, inflammatory, racially or ethnically offensive, attacks an individual or group, incites hatred on grounds of race, gender, religion or sexual orientation, promotes drug use, or is otherwise objectionable in our sole discretion;

(c) Stalk, harass, abuse, threaten, or harm another;

(d) Mislead any user as to the origin of any User Content, deceive any person, or misrepresent your identity or affiliation with any person or entity;

(e) Post, send, transmit, or otherwise make available any unsolicited or unauthorized email messages, advertising, promotional materials, junk mail, spam, or chain letters;

(f) Use or attempt to use another user’s account, password, or other information, unless you have express permission from that other user;

(g) Upload, download, embed, post, email, transmit, store, or otherwise make available anything that contains viruses or any other computer code, files or programs designed to harm, interfere or limit the normal operation of the Services, or any other computer software or hardware, or which does or might restrict or inhibit any other user’s use and enjoyment of the Services;

(h) Commit or engage in, or encourage, induce, solicit, or promote, any conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any law or regulation;

(i) Use any User Content (other than your own) in any way that is designed to create a separate content service or that replicates any part of the Services;

(j) Sell or transfer, or offer to sell or transfer, your account to any third party without the prior written approval from us; and/or

(k) Collect, attempt to collect, and/or store personal information on any other users of the Services to be used in connection with any of the foregoing prohibited activities.

## 7.2. FLAGGING AND REPORTING VIOLATIONS.

7.2.1. If while using the Services, you encounter User Content you find inappropriate, or otherwise believe to be Prohibited Conduct, you may report it by sending an email to: [contact@Dozmia.com](mailto:contact@Dozmia.com).

7.2.2. You may also report Prohibited Conduct by clicking the “report” link and then indicating a reason and/or describe the reason for the report.

7.2.3. Our staff will review “flagged” User Content to determine whether it is Prohibited Conduct. If such user Content is Prohibited Conduct, we will promptly remove such User Content.

7.3. ENFORCEMENT. You agree to comply with the above conditions, and acknowledge and agree that we have the right, in our sole discretion, to suspend and/or terminate your account or take such other action as we see fit if you breach any of the above conditions or any of the other terms of these Terms. Without limiting any other rights or remedies of us under these Terms, we reserve the right to investigate any situation that appears to involve any of the above Prohibited Conduct, and may report such matters to, and cooperate with, appropriate law enforcement authorities in prosecuting any users who have participated in any such violations. We reserve the right, in our sole discretion, to determine whether your conduct is Prohibited Conduct.

**8. REPRESENTATIONS AND WARRANTIES.** Without limiting any other representations and warranties contained herein, you represent and warrant to us as follows:

(a) All your User Content is an original work by you, or you have obtained all rights, licenses, consents, and permissions necessary in order to use, and (if and where relevant) to authorize us to use, your User Content pursuant to these Terms, including but not limited to, the right to upload, reproduce, store, transmit, distribute, share, publicly display, publicly perform, make available, and otherwise communicate to the public your User Content through or via the Site and the Services;

(b) All your User Content does not and will not violate the rights of any third party, including but not limited to, any intellectual property rights, performers’ rights, rights of privacy or publicity, or rights in confidential information;

(c) Your User Content, including any comments that you may post, is not and will not be unlawful, offensive, abusive, libelous, defamatory, obscene, racist, sexually explicit, ethnically or culturally offensive, indecent, will not promote violence, terrorism, or illegal acts, or incite hatred on grounds of race, gender, religion or sexual orientation;

(d) Your User Content does not and will not create any liability on the part of us, our subsidiaries, affiliates, successors, and assigns, and their respective employees, agents, directors, officers and/or shareholders; and

(e) You are legally permitted to enter into these Terms and to grant us all the rights granted in these Terms, and these Terms will not interfere with any contract to which you are a party.

## 9. COPYRIGHT; TRADEMARKS.

9.1. COPYRIGHT. We respect the copyrights of others and expects our users to do the same. In compliance with the Digital Millennium Copyright Act as embodied in 17 U.S.C. 512 (the “DMCA”) (See: <http://www.copyright.gov/title17/92chap5.html#512>), we will respond expeditiously to remove or disable access to material that is claimed to infringe copyrighted material or to be the subject of activity that infringes copyrighted material and was posted on the Site and/or with the Services.

9.1.1. DMCA Notification of Claimed Infringement

If you are a copyright owner or authorized to act on behalf of the owner of an exclusive right under copyright that is allegedly infringed, please notify Dozmia of the material that is claimed to be infringing or to be the subject of infringing activity and was posted online using Dozmia by completing a DMCA notification of claimed infringement (the "Notification") and delivering it to Dozmia's designated copyright agent (the "Copyright Agent") as described below. It is important to emphasize that you should only submit a Notification if you own or control the copyrighted material that is claimed to be infringing because under 17 U.S.C. § 512(f), any person who knowingly materially misrepresents that material is infringing may be liable for damages.

To be effective, the Notification must be a written communication provided to the Copyright Agent that includes substantially all of the following:

1. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works, a representative list of such works;
2. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, AND information reasonably sufficient to permit Dozmia to locate the material;
3. Information reasonably sufficient to permit Dozmia to contact you, such as an address, telephone number, and, if available, an email address at which you may be contacted;
4. A statement that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
5. A statement that the information in the Notification is accurate, and under penalty of perjury, that the complaining party is the copyright owner or authorized to act on behalf of the owner of an exclusive right under copyright that is allegedly infringed; and
6. A physical or electronic signature of the copyright owner or a person authorized to act on behalf of the owner of an exclusive right under the copyright that is allegedly infringed.

Once completed, please deliver the Notification to the Copyright Agent at:

Mail:  
Dozmia Inc.  
attn: Dozmia Copyright Agent  
2339 Stonebridge Drive  
Orange Park, FL 32065

-OR-

Email:  
Copyright@Dozmia.com

Upon receipt of a valid Notification, Dozmia will respond expeditiously to remove or disable access to the material that is claimed to be infringing or to be the subject of infringing activity.

#### 9.1.2. DMCA Counter Notification

If material you have posted online using Dozmia has been removed or disabled in response to a DMCA Notification, Dozmia will promptly forward the Notification to you and inform you that it has removed or disabled access to such material. If you own or control the rights to the material you posted online using Dozmia and you believe that your material was removed or disabled by mistake or misidentification, you may send Dozmia a DMCA Counter Notification (the "Counter Notification") as described below. It is important to emphasize that you should only submit a Counter Notification if you own or control the copyrighted material that is claimed to be infringing because under 17 U.S.C. § 512(f), any person who knowingly materially misrepresents that material was removed or disabled by mistake or misidentification may be liable for damages.

To be effective, a DMCA Counter Notification must be a written communication provided to Dozmia's Copyright Agent that includes substantially all of the following:

1. Identification of the material that has been removed or to which access has been disabled AND the location at which the material appeared before it was removed or access to it was disabled;
2. A statement under the penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;

3. Your name, address, and telephone number, AND a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located, or if your address is outside of the United States, for any judicial district in which Dozmia may be found, and that you will accept service of process from the person who provided the DMCA Notification of claimed infringement (the "Claimant") or an agent of such person; and

4. Your physical or electronic signature.

Once completed, please deliver the Counter Notification to Dozmia's Copyright Agent at:

Mail:  
Dozmia Inc.  
attn: Dozmia Copyright Agent  
2339 Stonebridge Drive  
Orange Park, FL 32065

-OR-

Email:  
Copyright@Dozmia.com

Upon receipt of a valid Counter Notification, Dozmia will promptly forward it to the Claimant and inform the Claimant that Dozmia will replace the removed material or cease disabling access to it unless the Claimant notifies Dozmia's Copyright Agent within ten (10) business days that he or she has filed an action seeking a court order to restrain you from engaging in infringing activity with regard to the material posted online by you using Dozmia (the "Lawsuit").

If Dozmia receives notification that the Claimant has filed the Lawsuit, it will be unable to replace the removed material or cease disabling access to it.

If Dozmia does not receive such notification, Dozmia will replace the removed material or cease disabling access to it not less than ten (10), nor more than fourteen (14), business days following receipt of the Counter Notification, unless Dozmia's Copyright Agent first receives notification that the Claimant has filed the Lawsuit.

Please note that when Dozmia forwards the Counter Notification to the Claimant it will include your personal information. By submitting a Counter Notification, you consent to having your information revealed in this way. Dozmia will not forward a Counter Notification to any party other than the Claimant.

9.2. **TRADEMARKS.** All Dozmia trademarks, service marks, trade names, logos, graphics, and domain names used in connection with the Services are trademarks or registered trademarks of Dozmia Inc. in the United States and/or other countries. Any other trademarks, service marks, graphics, and logos used in connection with the Services may be the trademarks of their respective owners. You are not granted any right or license to use any of the above trademarks, whether for commercial or non-commercial use, and further agree that you shall not remove, obscure, or alter any proprietary notices (including trademark and copyright notices) that may be affixed to or contained within the Services. If you believe that any of your trademarks have been infringed by anyone using the Services, please contact us at: [contact@Dozmia.com](mailto:contact@Dozmia.com).

**10. PRIVACY.** All personal data that you provide to us in connection with your use of the Services is collected, stored, used, and disclosed by us in accordance with our [Privacy Policy](#) (attached and incorporated herein). You acknowledge and agree that by accepting these Terms, you also accept the terms of our [Privacy Policy](#).

**11. LINKS AND THIRD PARTY MATERIALS.** Certain content, components, and/or features of the Services may include materials from third parties and/or hyperlinks to other web sites, resources, or content. You acknowledge and agree that because we may have no control over such third party sites and/or materials, we are not responsible for the availability of such sites or resources, and do not endorse or warrant the accuracy of any such sites or resources, and shall in no way be liable or responsible for any content, advertising, products, or materials on or available from such sites or resources. You further acknowledge and agree that we shall not be responsible or liable in any way for any damages you incur or allege to have incurred, either directly or indirectly, as a result of your use and/or reliance upon any such content, advertising, products, or materials on or available from such sites or resources.

**12. EXPORT CONTROL.** Use of the Services may be subject to the export and import laws of the United States and other countries. You agree to comply with all applicable export and import laws and regulations. In particular, but without limitation, the Services may not be exported or re-exported (a) into any U.S. embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of specially designated nationals or the U.S. Department of Commerce denied person's list or entity list. By using the Services, you represent and warrant that you are not located in any such country or on any such list. You agree not to upload to

your account any data or software that cannot be exported without prior written government authorization. This export control clause shall survive termination or cancellation of these Terms.

**13. TERM AND TERMINATION.** These Terms will continue to apply to you until terminated by either you or us. You may terminate your account and/or stop using the Services at any time for any reason by contacting us. You agree and acknowledge that we may terminate these Terms or suspend your access to the Services at any time, for any reason, with or without prior notice or explanation, including in the event of your actual or suspected unauthorized use of the Services or non-compliance with these Terms, in our sole discretion. We will also suspend or terminate your account without warning if ordered to do so by a court, and/or in other appropriate circumstances, as determined by us, in our sole discretion. If you or us terminate these Terms, or if we suspend your access to the Services, you acknowledge and agree that (a) we shall have no liability or responsibility to you, (b) we will not refund any amounts that you have already paid, to the fullest extent permitted under applicable law, (c) you will lose all access to the Services, and (d) your User Content may be irrevocably deleted.

**14. DISCLAIMERS.** You understand and agree to the following:

14.1. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. WE AND OUR AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE AND OUR AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS MAKE NO WARRANTY THAT (a) THE SERVICES WILL MEET YOUR REQUIREMENTS, (b) YOUR USE OF THE SERVICES WILL BE TIMELY, UNINTERRUPTED, SECURE OR ERROR FREE, (c) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF THE SERVICES WILL BE ACCURATE OR RELIABLE, AND (d) ANY DEFECTS OR ERRORS PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.

14.2. ANY MATERIAL TRANSMITTED, STORED, ACCESSED, OR OTHERWISE MAINTAINED THROUGH THE USE OF THE SERVICES IS DONE SO AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES OR LOSS OR CORRUPTION OF DATA THAT RESULTS FROM ANY SUCH USE OF THE SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

14.3. WHERE THE LAW OF ANY JURISDICTION LIMITS OR PROHIBITS THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES AS SET OUT ABOVE, THE ABOVE DISCLAIMERS SHALL NOT APPLY TO THE EXTENT THAT THE LAW OF SUCH JURISDICTION APPLIES TO THESE TERMS.

**15. LIMITATION OF OUR LIABILITY.**

15.1. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAWS, DOZMIA AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM (a) THE USE OR INABILITY TO USE THE SERVICES, (b) ANY CHANGES MADE TO THE SERVICES OR ANY TEMPORARY OR PERMANENT CESSATION OF ANY OF THE SERVICES, (c) THE UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR USER CONTENT OR DATA, (d) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE AND/OR SEND OR RECEIVE YOUR USER CONTENT OR DATA ON OR THROUGH THE SERVICES, (e) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OR VIA THE SERVICES; AND (f) ANY OTHER MATTERS RELATING TO THE SERVICES.

15.2. YOU EXPRESSLY UNDERSTAND AND AGREE THAT AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES SHALL NOT BE MORE THAN THE AMOUNTS PAID BY YOU TO US DURING THE PRIOR TWELVE MONTHS IN QUESTION.

15.3. Nothing in these Terms removes or limits our liability for fraud, fraudulent misrepresentation, personal injury, or death caused by our negligence.

**16. INDEMNITY.** You agree to defend, indemnify, and hold us, our affiliates, subsidiaries, directors, officers, employees, agents, partners, and licensors harmless from any claim or demand, (including attorneys' fees, expert fees, expenses, and court costs), whether or not an action is actually commenced, made by a third party, relating to or arising from any of the following: (a) any User Content you submit, post, transmit, or otherwise make available through the Services; (b) your use of the Services; (c) any violation by you of these Terms; or (d) your violation of any rights of another. This obligation shall survive the termination or expiration of these Terms and/or your use of the Services.

**17. NOTICES; CONTACTING US.**

17.1. We may provide you with notices regarding the Services, including changes to these Terms, via email, regular mail, or postings on the Site and/or the Services.

17.2. If you have any questions about these Terms, please contact us via (a) email at: [contact@Dozmia.com](mailto:contact@Dozmia.com); or (b) via mail at: Dozmia Inc., 2339 Stonebridge Drive, Orange Park, FL 32065.

**18. GENERAL.**

18.1. ENTIRE AGREEMENT. These Terms, together with the [Copyright Policy](#) and [Privacy Policy](#) contain the entire understanding between you and us regarding your use of the Services, and supersedes all prior agreements, representations, and understandings between you and us relating to the subject matter hereof.

18.2. SEVERABILITY. If any provision of these Terms is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Terms will be severable and remain in effect.

18.3. WAIVER. Any failure by us to enforce your strict performance of any provision of these Terms will not constitute a waiver of our right to subsequently enforce such provision or any other provision of these Terms.

18.4. CHOICE OF LAW. The validity, construction, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida, without giving effect to any conflict of laws provisions.

18.5. MEMBER DISPUTES. You are solely responsible for your interactions with other users, third party developers, or any other parties with whom you interact through the Services. We reserve the right, but have no obligation, to become involved in any way with these disputes.

18.6. MANDATORY ARBITRATION. If a dispute arises out of or relating to any aspect of this Agreement, all of the parties agree to try and settle the dispute quickly and fairly through discussion. If the dispute cannot be settled through discussion, all parties agree to first try in good faith to settle the dispute by private mediation before resorting to arbitration. If a dispute cannot be resolved with either discussion or mediation, then the dispute shall be submitted to binding arbitration in Clay County, Florida, by an arbitration service selected by Dozmia. In any arbitration or litigation under this Agreement, the prevailing party shall be entitled to recover from the other party all costs the prevailing party reasonably incurs in such arbitration or litigation, including without limitation, reasonable attorneys' fees. You and Dozmia thus KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION IN CONNECTION WITH THESE TERMS. FURTHER, YOU AND DOZMIA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A CLASS MEMBER OR IN ANY REPRESENTATIVE CAPACITY OR PROCEEDING.

18.7. ASSIGNMENT. We shall have the right to assign or delegate any of our rights or obligations of these Terms, in whole or in part, at any time, with or without prior notice to you. You may not assign these Terms in any way. All obligations contained in these Terms shall extend to and be binding upon the parties' respective successors, assigns, and designees.

18.8. NO THIRD PARTY BENEFICIARIES. Except as otherwise expressly provided in these Terms, you agree that there shall be no third-party beneficiaries to these Terms.

18.9. LANGUAGE; TRANSLATIONS. Any translation of these Terms is done for local requirements. In the event of a dispute between the English and any non-English versions, the English version of these Terms shall govern.

18.10. STATUTE OF LIMITATIONS. You agree that any claim or cause of action arising out of or related to these Terms or the use of the Services must be filed within one (1) year after the cause of action arose or is forever barred.

18.11. **CLAUSE HEADINGS.** Headings within these Terms are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.