



TERMS AND CONDITIONS OF SUPPLY

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THE LINGO

“Artwork” or **“Artworks”** means artwork owned and created by Us for the purpose of selling through the Site.

“Site” or **“Sites”** means web site www.dreame.me or any other sites owned and controlled by Us.

“We” or **“Us”** or **“Dreame”** means Dream Application Ltd.

“Writing” includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

“You” or **“Your”** means you, as a user of our service.

OUR TERMS

1. **THESE TERMS**
 - 1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you, whether these are goods, services or digital content.
 - 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and how Dreame may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.
2. **INFORMATION ABOUT US AND HOW TO CONTACT US**
 - 2.1 **Who we are.** We are Dreame Application Ltd. a company registered in the State of Israel. Our company registration number is 51-484201-2 and our registered office is at Burla 13, Tel Aviv. Our main trading address is Dubnov Street 7, Tel Aviv-Yafo, Israel.
 - 2.2 **How to contact us.** You can contact us by telephoning our customer service team at (+972) 546543033 or by writing to us at info@dreame.me or at Dubnov Street 7, Tel Aviv-Yafo, Israel. Our registered tax number is 514842012.
 - 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
3. **OUR CONTRACT WITH YOU**
 - 3.1 **How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and Dreame.
 - 3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
 - 3.3 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
4. **OUR PRODUCTS**
 - 4.1 **If you are ordering a print of a product displayed in our gallery, products may vary slightly from their pictures.** The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.

4.2 **If you are commissioning an artist for a unique product, products will vary.** If you are commissioning a Dreame artist to design your own personalised product, you understand that your product will vary from those images displayed on our Site. Your product will display a unique and original composition based on the artist's interpretation of the information you provide when you make your order. Although our artists have made every effort to design your product in a way that reflects the information you have provided, the artwork displayed on your product may not be as you imagine or expect.

4.3 **Product packaging may vary.** The packaging of the product may vary from that shown on images on our website.

5. **Your rights to make changes**

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6. **OUR RIGHTS TO MAKE CHANGES**

6.1 **Minor changes to the products.** We may change the product:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements. These changes will not affect your use of the product.

6.2 **Substitution of artists who are unavailable.** In addition, if the artist you have selected to design your product is unavailable, we reserve the right to substitute your selected artist for another artist who is reasonably similar in talent and scope. If we make any such substitution, we will notify you and you may then contact us to end the contract and receive a full refund before the changes take effect.

7. **PROVIDING THE PRODUCTS**

7.1 **Delivery costs.** The costs of delivery will be as displayed to you on our website.

7.2 **When we will provide the products.** We will begin creating your product on the date we accept your order. The estimated delivery time of your product or digital content is displayed on the profile page of your selected artist.

7.3 **We are not responsible for delays outside our control.** If our supply of the product is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

7.4 **If you are not at home when the product is delivered.** If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the products from a local collection point.

7.5 **If you do not re-arrange delivery.** If, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 10.2 will apply.

7.6 **When you become responsible for the product.** The product will be your responsibility from the time we deliver the product to the address you gave us.

7.7 **When you own goods.** You own a product once we have received payment in full.

7.8 **We (or our licensors) own all intellectual property rights in the artwork you commission.** Subject to Clause 7.9, all intellectual property rights (including copyright and neighbouring and related rights, moral rights, rights in get-up, rights in designs, and all other intellectual property rights, in each case whether registered or unregistered and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world, including the right to reproduce, distribute or sell such rights) in and to the artwork and/or product created for or delivered to you is at all times owned by Dreame (or its applicable licensors).

- 7.9 **We may, at our sole and absolute discretion, grant you the right to purchase a sole or exclusive licence to your artwork or the right to purchase all intellectual property rights in and to your artwork.** In exceptional cases and at our sole and absolute discretion, in exchange for payment of an additional fee to Dreame to be agreed between you and us, you may purchase a **sole or exclusive licence to your artwork or all** intellectual property rights in and to the artwork commissioned by you, in which case we may (subject to the terms of our contract with you) grant you the right *inter alia*, to distribute Dreame artwork commercially and to reproduce the art both online and offline. Please contact info@dreame.me for terms and pricing information.
- 7.10 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you, for example, personal details to enable delivery of the products. If so, this will have been stated in the description of the products on our website. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 7.11 **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:
- (a) deal with technical problems or make minor technical changes;
 - (b) update the product to reflect changes in relevant laws and regulatory requirements;
 - (c) make changes to the product as requested by you or notified by us to you (see clause 6).
- 7.12 **Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend the product, we will adjust the price so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than fourteen (14) days and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.
- 7.13 **We may also suspend supply of the products if you do not pay.** If you do not pay us for the products when you are supposed to (see clause 12.4) and you still do not make payment within three (3) days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see clause 12.6). We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see clause 12.5).

8. YOUR RIGHTS TO END THE CONTRACT

- 8.1 **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:
- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), **see clause 11;**
 - (b) **If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.2;**
 - (c) **If you have just changed your mind about the product, see clause 8.3.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;
 - (d) **In all other cases (if we are not at fault and there is no right to change your mind), see clause 8.6.**
- 8.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:
- (a) we have told you about an upcoming change to the product or these terms which you do not agree to;
 - (b) we have told you that your selected artist is unavailable and have suggested a substitution to which you do not agree (see clause 6.2);
 - (c) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
 - (d) there is a risk that supply of the products may be significantly delayed because of events outside our control;
 - (e) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than fourteen (14) days; or
 - (f) you have a legal right to end the contract because of something we have done wrong.
- 8.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** Subject to clause 8.4, you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.
- 8.4 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:
- (a) products that are made to your specifications or are clearly personalised;
 - (b) digital products after you have started to download or stream these;
 - (c) services, once these have been completed, even if the cancellation period is still running.

8.5 **How long do I have to change my mind?** How long you have depends on what you have ordered and how it is delivered.

- (a) **Have you bought services (for example, you have commissioned an artist to create a piece of art inspired by your story)?** If so, you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.
- (b) **Have you bought digital content for download or streaming (for example, a digital image of a piece of art displayed in our Site's gallery)?** If so, you have 14 days after the day we email you to confirm we accept your order, or, if earlier, until you start downloading or streaming. If we delivered the digital content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind.
- (c) **Have you bought non-personalised goods (for example, an A3 print of a piece of art displayed in our site's gallery)?** If so, you have 14 days after the day you (or someone you nominate) receives the goods, **unless:**
 - (i) **Your goods are split into several deliveries over different days.** In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the goods.
 - (ii) **Your goods are for regular delivery over a set period.** In this case you have until 14 days after the day you (or someone you nominate) receives the first delivery of the goods.

8.6 **Ending the contract where we are not at fault and there is no right to change your mind.** If you do not have any other rights to end the contract (see clause 8.1), you can still contact us before it is completed and tell us you want to end it. If you do this the contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) 20% of the price quoted to you at check-out, as compensation for the net costs we will incur as a result of your doing so.]

9. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

9.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

- (a) **Phone or email.** Call customer services on (+972) 546543033 or email us at info@dreame.me. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- (b) **By post.** Write to us at Dubnov Street 7, Tel Aviv-Yafo, Israel.

- 9.2 **Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must post them back to us at Dubnov Street 7, Tel Aviv-Yafo, Israel. Please call customer services on (+972) 546543033 or email us at info@dreame.me for a return label. To the extent that you are able to exercise your right to change your mind (subject to clause 8.4) you must send off the goods within 14 days of telling us you wish to end the contract.
- 9.3 **When we will pay the costs of return.** We will pay the costs of return:
- (a) if the products are faulty or misdescribed;
 - (b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or
 - (c) In all other circumstances you must pay the costs of return.
- 9.4 **How we will refund you.** We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.
- 9.5 **Deductions from refunds.** If you are exercising your right to change your mind:
- (a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
 - (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within a certain time frame at one cost but you choose to have the product delivered within a shorter period at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
 - (c) Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.
- 9.6 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:
- (a) If the products are goods, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 9.8.
 - (b) In all other cases and subject to clause 8.4, your refund will be made within 14 days of your telling us you have changed your mind.

10. OUR RIGHTS TO END THE CONTRACT

10.1 **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 3 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, a valid delivery address; or
- (c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us.

10.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you 20% of the total price quoted to you at check-out, as compensation for the net costs we will incur as a result of your breaking the contract.

11. IF THERE IS A PROBLEM WITH THE PRODUCT

11.1 **How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at (+972) 546543033 or write to us at info@dreame.me or at Dubnov Street 7, Tel Aviv-Yafo, Israel.

11.2 **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

11.3 **Your obligation to return rejected products.** If, subject to clause 8.4, you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services on (+972) 546543033 or email us at info@dreame.me for a return label or to arrange collection.

12. PRICE AND PAYMENT

12.1 **Where to find the price for the product.** The price of the product will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 12.3 for what happens if we discover an error in the price of the product you order.

- 12.2 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated on our Site, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.
- 12.3 **When you must pay and how you must pay.** We accept payment with Paypal, as well as all Visa and Mastercard credit cards and debit cards. Generally, we will ask you to pay for the products at check out, before we begin the customisation process and before we dispatch the products to you.
- 12.4 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 12.5 **What to do if you think an invoice or receipt is wrong.** If you think an invoice or receipt is wrong please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.
13. **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**
- 13.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 13.2 **When we are liable for damage to your property.** If defective digital content which we have supplied damages a device or digital content belonging to you we will either repair the damage or pay you compensation.
- 13.3 **We are not liable for business losses.** We only supply the products for domestic and private use. If, notwithstanding the foregoing, you have purchased from us all rights (including any intellectual property rights), title and interest in and to an artwork or have received an express licence from us to use an artwork for any commercial, business or re-sale purpose, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
14. **HOW WE MAY USE YOUR PERSONAL INFORMATION**
- 14.1 **How we will use your personal information.** We will use the personal information you provide to us:
- (a) to supply the products to you;

- (b) to process your payment for the products;
- (c) in accordance with our Privacy Policy; and
- (d) if you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these at any time by contacting us.

14.2 **We will only give your personal information to third parties where the law either requires or allows us to do so and where such disclosure is in accordance with our Privacy Policy.**

15. OTHER IMPORTANT TERMS

15.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

15.2 **You need our consent to transfer your rights to someone.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

15.3 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

15.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

15.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.