

Ethics & Privacy Policies

The Pearl Dream, Inc. grows local technology communities by connecting organizations and people through news, events and services. Our ethics and privacy policy are defined below.

ABOUT DreamGalaxy

DreamGalaxy is wholly owned by The Pearl Dream Inc., a Delaware-based corporation

DreamGalaxy does not have investors or other financial backers

DreamGalaxy does not have investments in other companies or projects

DreamGalaxy earns its principal income from content access subscriptions, strategic advisory and consulting, events sponsorship, advertising and services on the DreamGalaxy websites and apps.

EDITORIAL CONTENT POLICY

Above all else, we value transparency. If we make any significant changes to a story, we'll tell you. If there is a potential conflict of interest, we will disclose it. If content is sponsored, supported, or part of a previously agreed-upon partnership, we will disclose that relationship as defined in our Sponsored Content and Events policies on the piece of content in question.

We correct factually inaccurate information that we provide. If we report something incorrectly, we will correct it as soon as possible, in the published story with a time-stamped update notice on that article. When necessary for particularly important corrections, we will also share a correction via the same communication methods we use to promote all of our content.

Community journalism should be a conversation. If a reader emails, comments, tweets, writes a blog post or otherwise responds with criticism, a request for clarification or a comment commenting offering perspective on our coverage, we will do our best to respond in a timely manner.

Once we publish content, it will not be removed. As stated above, we will correct factually inaccurate information. In extremely rare situations (we have never done this before) in which a piece of content is entirely structured incorrectly, we may replace it with a note of clarification but no content will be entirely removed.

If it's on the record, it's on the record. We will not remove content and quotes of a conversation that happened during an on-the-record conversation. That said, like any other journalist, we regularly speak with sources 'off the record for background,' as that perspective can help us report our beats more accurately. A source on the record, though, is always the most transparent and something for which we strive.

Sources do not preview Editorial Content before it is published. Please do not ask to preview before published, we will not honor any such requests. We may ask for clarification of a quotation or figure, reference or number. We often follow up to do our job more precisely. This should be contrasted with Sponsored Content, which can be previewed by sponsors and is disclosed.

We give credit. We will always link to the sources of a tip or story and expect others to do the same when writing about a topic first, recently or well reported by DreamGalaxy.

COMMENT POLICY

All content posted by users to The Pearl Dream Inc. owned and operated web properties and apps (collectively “User Content”), including, but not limited to story comments, whether publicly posted or privately transmitted, is the sole responsibility of the person who posted the User Content.

You agree not to provide User Content that is false, misleading, libelous, slanderous, defamatory, obscene, abusive, hateful or sexually-explicit. Citing Section 230 of the federal Communications Decency Act of 1996 as a news publisher, DreamGalaxy is not responsible for the content of online comments, but we only support productive and welcoming discussion. DreamGalaxy does not and cannot inspect all User Content and is not responsible for these messages. DreamGalaxy is not in any manner endorsing any User Content and cannot, and will not, vouch for its reliability.

DreamGalaxy is not responsible for any User Content and has no obligation to monitor the User Content posted on the Services. When DreamGalaxy is notified, comments that are violent, hateful or clearly false will be removed. DreamGalaxy can edit content to remove these harmful elements, if the rest of the comment is productive, relevant and accurate.

SPONSORED CONTENT POLICY

DreamGalaxy publishes both Editorial Content, independently reported, and Sponsored Content, which includes direction from sponsors. Editorial Content is never influenced, edited or reviewed by outside parties. The sponsoring entity behind Sponsored Content is given a limited timeframe to offer feedback on that content it underwrote. In all cases, DreamGalaxy’s editorial team has final say on what is published and prioritizes accuracy and reader value.

Above all else, DreamGalaxy values transparency. Sponsored content that generates revenue for DreamGalaxy will always be clearly marked.

We promise that all sponsored and advertising content will be clearly distinguishable from editorial content, marked with appropriate language to make that distinction.

We maintain a high standard for our editorial product, whether sponsored or independent, which we feel delivers greater value to our audience and other supporters.

We hold the right to refuse or remove any advertising that is inconsistent with or could disparage, harm or damage our community or the DreamGalaxy brand.

DreamGalaxy “Sponsored Content” is content created by the DreamGalaxy Creative team and paid for by a client. A “Sponsored Guest Post” is produced by a client.

As a community news organization, we often also accept and publish Editorial Guest Posts, which are unpaid, that strengthen that community.

We adhere to these guidelines when defining the difference between Sponsored and Editorial content:

Does the organization benefit financially? i.e. Are they promoting an event/program from which they will profit?

Is the organization/person headquartered or have significant operations outside of the DreamGalaxy market in which they intend to promote?

Are they a company larger than 20 employees?

If there is a significant enough community focus or journalistic cause to merit it fitting our editorial mission, DreamGalaxy's Publisher will make the final decision in any unclear situations.

EVENTS POLICY

We strive to host events that are complementary to our editorial mission and editorial ethics. We believe both our editorial team and business team can contribute to and benefit from our events programming. Editorial is in a clear position to contribute speaker ideas, programming topics, and to lead discussions and provide events coverage. Our editors ensure that reporters maintain editorial independence and represent an unbiased perspective.

We aim for a diverse representation of experience and opinions among our event speakers and participants. Their views are their own, and do not represent DreamGalaxy opinions or editorial directives.

DreamGalaxy events are committed to providing a harassment-free experience for everyone, regardless of gender affiliation, sexual orientation, disability, physical appearance, body size, race, or religion. We do not tolerate harassment of conference participants in any form.

We strive to have our events be a welcoming, friendly event for all and expect all event related communications to be appropriate for a professional audience including people of many different backgrounds. We ask all attendees to support this atmosphere.

We value transparency and disclose event partners and sponsors in our marketing material and in Editorial Content. Sponsors and partners participate in event programs based on predetermined agreements, and those agreements can include Events Sponsorship and Sponsored Content initiatives.

For ticketed events, DreamGalaxy offers this return policy: "For events hosted by DreamGalaxy, we will honor full refunds for orders canceled 30 days or more prior to the ticketed event. If cancelled 29 days or fewer before the event, the ticket can be transferred to another guest or applied as a credit for a future DreamGalaxy event. NO CREDITS OR REFUNDS will be given to cancellations made within 24 hours or less of the event."

DreamGalaxy recommends the above return policy for events in which we are partners, but cannot override another organization's policy.

DreamGalaxy events with a topical subject are open to publishers, reporters and other news media with prior written consent and an expectation of content sharing with reference to DreamGalaxy's role.

For awards ceremonies with public voting, nominees may not offer direct or indirect monetary compensation to encourage voting. Nominees or other groups can offer the chance to win prizes for sharing or supporting but no gift or money can be guaranteed for individual votes.

Unless otherwise stated, DreamGalaxy sets the preference for no consecutive repeat winners. So winners from one year will not be nominated the following year but would be eligible again a year after. This is to maximize community participation and inclusion.

For awards ceremonies with public voting, All decisions are made by DreamGalaxy organizers and are final.

Attendees are responsible for their own travel to and timely arrival at the event. Refunds are not given for traffic, transit delays, parking difficulty or other transportation issues out of our control.

We will do our best to provide post-event editorial coverage that adheres to our Editorial Content policy.

No attendees are permitted to take alcohol off the event premises at any time; either during or after the event.

At events with alcohol where there are underage attendees, all attendees are required to show valid identification displaying age at registration, unless the venue/caterer specify otherwise.

PRIVACY POLICY

By providing DreamGalaxy with your email address, you consent to our use of the email address to send you notices related to DreamGalaxy. We may use your email address to send you messages, such as newsletters, or transactional or relationship messages, related to your registration or account status, and notifications of changes to the terms of your account or the services provided. By providing your email address, you agree that we may send you notifications of activity from DreamGalaxy to that email address, in accordance with any applicable privacy settings.

To view, modify or delete your personal data collected by Technically Media, please send an email request to dream@thepearldream.com.

We will not sell or rent your personal information to third parties for their marketing purposes and will only disclose your personal information in accordance with our Privacy Policy and/or with your explicit consent. Aggregated, non-identifiable information may be shared with advertisers and sponsors.

We don't share your e-mail address with anyone without your explicit permission.

Email messages from DreamGalaxy will include clear instructions on how to opt out from that list.

We will provide you with notice if our Privacy Policy changes on our Privacy Policy page. If the changes represent a material departure from our current practices with respect to the use of your personal information, the changes will be posted on the Privacy Policy page and registered users will be notified via e-mail.

By visiting our Web Sites and apps, you give DreamGalaxy permission to process your Personal Information according to this Privacy Policy DreamGalaxy takes reasonable precautions to prevent the loss, misuse, and unauthorized alteration of Personal Information under our control. When you access any part of our Web Sites, our Web server software automatically logs information provided by your network connection and Web browser software, including the Internet Protocol (IP) address of your network connection and the type of Web browser and operating system that you are using. Our Web server may also log the URL of the file that you are requesting, the current date and time, and the URL of the last Web page requested by your Web browser

DreamGalaxy uses third-party tools by Google, HubSpot, WordPress and associated platform plugins, Zapier, Instapage, Facebook, Twitter and LinkedIn to analyze this aggregated information to learn more about how visitors use our Web Sites, to analyze trends, to administer the site, to track visitor movement, to personalize the content a user may see and to gather general demographic information for internal reporting, client services and marketing purposes.

DreamGalaxy uses HubSpot as a third-party tool to track the experience of our voluntary email subscribers, in order to better understand their usage patterns and content preferences. The tool uses cookies to track subscriber interaction between our site and newsletter products. At The Pearl Dream, Inc. we understand the importance of exercising caution when sharing Personal Information about yourself or information your organization via the Internet. Please be assured that we are committed to maintaining your privacy and protecting the information that you submit on our Web site.

If you have any questions regarding this privacy policy or DreamGalaxy's site practices, please do not hesitate to contact us: The Pearl Dream, Inc. , 175 Varick St, New York, NY 10014; dream@thepearldream.com; +1-347-4809490

The Pearl Dream Website Terms of Service

Effective Date: August 8th, 2013.

Welcome to The Pearl Dream! The Pearl Dream, Inc. (“TPD”, “us”, “we”, or “our”) maintains this website as a service to the user community that visits the Website subject to these Terms of Service. By using www.thepearldream.com and its sub-domains, including our platform for engaging with stories or folk tales (the “Website”), and the other services and features made available through the Website and any related services including any downloadable applications we make available to you from time to time (collectively with the Website, the “Services”), you indicate your unconditional acceptance of these Terms of Service. Throughout these Terms of Service “you” or “your” may refer as applicable to the Contributor (as defined below), a Reader (as defined below) or a member of the general public accessing or using any of our Services (each a “User”).

Please read these Terms of Service carefully, as they may have changed since your last visit. We reserve the right to change these Terms of Service from time to time for any reason, which shall be effected by posting of the updated Terms of Service to our Website; provided that any such changes shall only apply to your use of the Services after the date of such change, unless you expressly accept retroactive application of such changes, via a click-through or signed agreement or otherwise. Access to the Website, and use of the Services are subject to these Terms of Service and the TPD Privacy Policy available on the Website.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE, WHICH REQUIRES THAT YOU AND TPD ARBITRATE CERTAIN CLAIMS BY BINDING, INDIVIDUAL ARBITRATION INSTEAD OF GOING TO COURT AND LIMITS CLASS ACTION CLAIMS, UNLESS YOU OPT OUT OF THE AGREEMENT TO ARBITRATE AS DESCRIBED IN THE ARBITRATION SECTION (SEE SECTION 22 “AGREEMENT TO ARBITRATE”).

1. Introduction.

You may be accessing and using the Services as (i) a Contributor, (ii) a Reader or (iii) a member of the general public simply using the functionality, and/or reviewing the content, that is publicly available on the Services. TPD hereby grants to you, subject to the Terms of Service set forth herein, a non-transferable, non-sublicensable, non-exclusive, revocable, limited right to access and use the Services solely for the uses provided for herein and subject to the policies and restrictions that we post on our Website from time to time. Certain of our Services are accessible only by registered Users.

The Services provide a platform for Users to find and/or contribute stories or folktales about African heritage and other heritages, as may be added by TPD from time to time, in various media such as text, audio, pictures, maps, video and video games (each story in a media format, a “Story”) across various devices in multiple languages. Stories may be provided by Contributors (as defined below), by TPD, or by our licensors. “Contributors” are Users who create Stories and submit such Stories through our Services. The Services connect Users who are interested in accessing and reading or viewing certain Stories (each User, a “Reader”) with Contributors and Stories. As independent contractors, the Contributors listed on our Services choose the content of their Story. A Contributor may submit a Story for posting on the Services by submitting a listing (“Listing”) consistent with the policies set forth by TPD on the Website from time to time. The Services may enable Readers to post ratings and reviews regarding particular Stories (each, a “Review”) in Public Areas (as defined below) on the Service from time to time.

2. Scope of Service.

You are responsible for obtaining any equipment and Internet service necessary to access our Services and for paying any fees for the equipment and service you select. We may alter, suspend, or discontinue this Website or the Services in whole or in part, at any time and for any reason, without notice. The Services may also periodically become unavailable due to maintenance or malfunction of computer equipment or for other reasons. We may provide access to third party services and products from time to time or to our own products or services. You acknowledge that the Website and any mobile applications are evolving and that the form and nature of the Website or mobile applications, including the Services, may change from time to time without notice to you.

3. The Pearl Dream is Only a Platform.

THE SERVICES INCLUDE A PLATFORM FOR READERS TO FIND STORIES WRITTEN BY CONTRIBUTORS FOR CERTAIN HISTORIES OR FOLK TALES, WHETHER TRADITIONALLY ORAL OR WRITTEN. TPD DOES NOT TAKE PART IN THE INTERACTION BETWEEN READERS AND CONTRIBUTORS OTHER THAN PROVIDING THE PLATFORM FOR READERS TO FIND AND PURCHASE STORIES PROVIDED BY CONTRIBUTORS. TPD MAKES NO REPRESENTATIONS ABOUT THE LEGALITY, SUITABILITY, APPROPRIATENESS, OR ACCURACY OF THE STORIES OR CONTENT PROVIDED BY USERS THROUGH THE SERVICES. TPD IS NOT RESPONSIBLE TO MONITOR OR CONTROL STORIES, ANY REVIEWS PROVIDED BY USERS, OR ANY OF THE ACTIONS OR OMISSIONS WHATSOEVER OF ANY USER. TPD CANNOT CONFIRM THAT EACH USER IS WHO THEY CLAIM TO BE.

TPD DOES NOT RECOMMEND OR ENDORSE ANY PARTICULAR CONTRIBUTOR. TPD DOES NOT PROVIDE ANY WARRANTIES OR GUARANTEES REGARDING ANY CONTRIBUTOR’S PROFESSIONAL ACCREDITATION. WHEN INTERACTING WITH OTHER USERS YOU SHOULD EXERCISE CAUTION AND COMMON SENSE TO PROTECT YOUR

PERSONAL SAFETY AND PROPERTY, JUST AS YOU WOULD WHEN INTERACTING WITH OTHER PERSONS WHOM YOU DO NOT KNOW.

4. Submission of Stories by Contributors.

- a. Submission of Stories. A Contributor may submit a Story or other Content to TPD, either on-line through TPD's Website, or as otherwise permitted by TPD from time to time (each a "Submission"). Subject to TPD's distribution policies and terms, TPD may host, store, sell, and serve such Story on the Services. The Contributor's Submission shall conform with the submission guidelines posted by TPD from time to time on the Website. TPD may choose to review such Story and TPD retains the right to reject any such Story at any time. Contributor shall not include any promotions, sponsorships, or other advertisements as part of such Story. If any such ads are included as part of a Story, TPD may elect to modify such Story to remove such ad or to completely remove such Story from the Services. Contributor shall not deliver to TPD any Story comprised of, or including, third party materials unless Contributor is the licensee of online distribution rights for such third party materials. If a third party provides TPD with a claim of infringement of any material contained within Contributor's Story, then such Story may be blocked from the Services.
- b. Contributor's Responsibility for Submitted Stories. The Contributor is solely responsible for all content in Stories that the Contributor transmits or submits to TPD. Contributor shall submit only content that Contributor has a right to provide for the uses described herein. Contributor shall not upload, email, post, publish, distribute, transmit, submit or otherwise make available to TPD any content that infringes the copyrighted works or violates the intellectual property rights of any third party. Contributor shall not submit Stories that contains any adult, pornographic, infringing, hate-related, violent or illegal content.
- c. Ownership. The Stories are licensed, not sold, by Contributor to TPD under these Terms of Service. Except for those rights expressly granted under these Terms of Service, no other rights are granted, either express or implied, to TPD.
- d. Licenses. Contributor hereby grants to TPD a perpetual, irrevocable, sublicensable, non-exclusive right and license to transmit, publicly perform, display, reference, store, host, index, cache, reproduce, reformat, edit, excerpt, create derivative works, and publish and otherwise use (collectively, the "License Rights") Contributor's Story(s) (including Listings) on the TPD Services to (i) host Story(s) on TPD's servers; (ii) index Contributor's Story(s); (iii) display, perform, sell, and distribute Contributor's Story(s) on TPD Services; (iv) sell copies of Contributor's Story(s) to Users of TPD Services; and (v) sell, sublicense and distribute to TPD's third-party resellers, distributors, and agents Contributor's Story(s) for resale and distribution through such third parties' platform or distribution channels. The foregoing includes all necessary licenses for TPD and to sublicense to its third-party resellers, distributors, and agents the right to use, copy, display, distribute, and sublicense Stories, in whole or in part, chosen by TPD from Contributor's Story(s) for display on the Services or by TPD's resellers, distributors

and agents and the right for TPD to modify, adapt, recast and create derivative works of Contributor's Story(s) in TPD's sole discretion and to index, display, sell and distribute Local's Travel Guide(s).

- e. Bundled Stories. By submitting a Story to TPD, you hereby grant TPD the right to combine such Story, in whole or in part, with other Stories provided by you or other Users to create a new single, combined Story (a "Bundled Story"). Contributor agrees that with regards to its rights in content incorporated into a Bundled Story, such rights shall be subject to the License Rights set forth in (d) above.
- f. Trademark License. Contributor grants to TPD a non-exclusive, limited, worldwide, royalty-free license to use the Contributor's name and any trademarks, trade names, domain names, designs, and logos ("Contributor Marks") provided by Contributor in connection with Story and to provide for attribution purposes.

5. Transactions and Fees.

a. Purchase of Certain Rights to Stories. If you purchase any Services that we offer for a fee, either on a one-time or subscription basis, you agree to pay TPD via or directly its third party payment processing service provider. You also agree to pay the applicable fees for such Services (including, without limitation, periodic fees for subscriptions) as they become due plus all related taxes. You may cancel your subscription as provided on the Website from time to time. TPD is the provider of the Services, which permits registered Users to purchase certain rights to access Stories for end user use only under the terms and conditions set forth in these Terms of Service. The foregoing reference to purchase of Stories is not a sale of Stories or a sale of a copy of Stories, and TPD and/or our applicable Contributors retain all rights and interest in the Stories. Readers will not own the Stories; Reader's rights will be limited to the foregoing license regardless of the use of the word "purchase" or "sale."

b. Payment. Each Reader agrees that TPD may charge your payment method for any products purchased and for any additional amounts (including any taxes and late fees, as applicable) that may be accrued by or in connection with your account associated with your Login Credentials (as defined below). YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL FEES AND FOR PROVIDING TPD WITH A VALID PAYMENT METHOD FOR PAYMENT OF ALL FEES THROUGH ONE OF THE METHODS THAT WE LIST ON OUR WEBSITE FROM TIME TO TIME. Prices for products offered via the Services (each, a "Product") may change at any time, and the Services do not provide price protection or refunds in the event of a price reduction or promotional offering. If a Story or other Product becomes unavailable following a transaction but prior to download, your sole remedy is a refund in accordance with the timeframes and rules as set forth on the Website from time to time. If technical problems prevent or unreasonably delay delivery of your Product, your exclusive and sole remedy is either replacement or refund of the price paid, as determined by TPD.

c. Billing and Payment Policy. All information that you provide to register with TPD including your credit card information or payment account information is subject to TPD's Privacy Policy. We may use a third party payment service to bill you through an online account (your "Billing Account") for your purchase of Stories or other Products in lieu of directly processing your credit card information. By submitting your payment account information, you grant TPD the right to store and process your information with the third party payment service, which it may change from time to time; you agree that TPD will not be responsible for any failures of the third party to adequately protect such information. The processing of payments will be subject to the terms, conditions and privacy policies of third party payment service in addition to these Terms of Service. You acknowledge that we may change the third party payment service and move your information to other service providers that encrypt your information using secure socket layer technology (SSL) or other comparable security technology.

d. Shipping and Risk of Loss. For physical goods that are shipped to you, unless otherwise indicated at the time of your purchase, shipping and handling fees are included with your order. Shipping dates and/or arrival times are only estimates. For loss/damage claims, you must notify TPD within 30 days of the date of your purchase if you believe all or part of your order is missing or damaged. Replacement of products and credits to your account for shipped merchandise claimed as not received are subject to our investigation, which may include postal-service notification. We will adjust your account at our discretion. Repeated claims of undelivered merchandise may result in the cancellation of your membership.

e. Returns and Exchanges. If a Product is defective, you may return it during the applicable warranty period and we will send you a new item or credit your account. To request a refund, please contact us at dream@thepearldream.com. When returning physical products, it is your responsibility to take reasonable care to see that the products are not damaged in transit and are received by us at our address as displayed on the Website. All refunds are subject to our shipping, return and exchange policies, as we may set forth from time to time.

f. Refunds. Other than an expressly set forth on our Website as updated from time to time, TPD has no obligation to provide refunds or credits, but may grant them in certain circumstances, as a result of specific refund guarantee promotions, or to correct any errors made by TPD, in each case in TPD's sole discretion.

6. Access and Use Terms.

a. Registered Users. Some of our Services may be restricted to members only. In order to become a member, we may ask you to complete a registration form and create a user name and password ("Login Credentials"). During any such registration, you are required to give truthful contact information (such as name and email address) in accordance with these Terms of Service. You are responsible for protecting your Login Credentials from unauthorized use, and you are responsible for all activity that occurs on your account (including without limitation financial obligations). You agree to notify us

immediately if you believe that your Login Credentials have been or may be used without your permission so that appropriate action can be taken. We are not responsible for losses or damage caused by your failure to safeguard your Login Credentials. For your convenience as a TPD member, all information that you provide to TPD is subject to TPD 's Privacy Policy. You are responsible for keeping your registration information up to date through your account page, to the extent such feature is made available on the Website.

b. Social Network Login Credentials. TPD may enable you to connect to your TPD account with your Facebook account, or other third-party social network service provider account information (“Third Party Social Networking Account”) as indicated on the Website from time to time. By connecting to our Services with a Third Party Social Networking Account, you give us permission to access, store and use your information from such third-party social network service provider including, but not limited to, your user ID, any information that you have permitted the third-party social network service provider to share with us, and any information you have made public in connection with that service. Information received by TPD will be subject to our Privacy Policy, but TPD is otherwise not responsible for the information that it receives from such third-party social network service provider. Any such third-party social network service provider accessed from the Services is independent from TPD, and TPD has no control over the terms or content of that web site. Your use of any third-party social network service provider is subject to its term of service and privacy policy. We request that our users exercise caution and good judgment when using third-party social network service providers. You should always review, and if necessary, adjust your privacy settings on social network service providers and other third-party websites and services before linking or connecting them to the Service.

c. Profiles. Upon registering for our Services, a user profile may automatically be created for you. TPD is not responsible for any personal information you choose to share within your profile.

d. Contributor-Specific Representations. If you utilize the Services as a Contributor,

(i) You represent and warrant that the information that you provide is accurate, complete, and up to date information as requested on the screens that collect information from you;

(ii) You represent and warrant that for each Story and Listing you provide to TPD, you have the right to provide all content contained in such Stories and Listings for the purposes contemplated in these Terms of Service;

(iii) You represent and warrant that you have the right to grant the licenses granted under this Agreement including, without limitation, that you have the authority to agree to these terms on behalf of the entity who controls the applicable rights to each Story; and

(iv) You represent and warrant that you will not circumvent or manipulate our fee structure, the billing process, or fees owed to TPD nor fail to deliver payment for items purchased by you.

e. Reader-Specific Representations. If you utilize the Website as a Reader,

(i) You represent and warrant that the information that you provide is accurate, complete, and up to date information as requested on the screens that collect information from you; and

(ii) You represent and warrant that you will not circumvent or manipulate our fee structure, the billing process, or fees owed to TPD nor fail to deliver payment for items purchased by you.

f. Acknowledgement to Receive Email. As a registered user of TPD, you agree to receive emails promoting any special offer(s). We may from time to time send you our newsletter with information about upcoming events, special promotions, and product and service offerings from us and our partners. You may opt-out from receiving special promotions or our newsletter by emailing info@thepearldream.com or selecting to unsubscribe as may be provided in the applicable e-mail correspondence.

7. Website Content.

Users have a personal, non-transferable, non-exclusive right to access and use the Content (including Stories purchased by such Users) of this Website subject to these Terms of Service. The term “Content” means all information, text, images, data, links, software, Reviews, Listings, or other material accessible through the Website or Services, whether created by us or provided by another person for display on the Website or through the Services; for clarity “Content” includes Stories only to the extent expressly indicated herein.

The Content may contain typographical errors, other inadvertent errors or inaccuracies. We reserve the right, but without obligation, to make changes to document names and Content (including Stories), descriptions or specifications of products or services, or other information without obligation to issue any notice of such changes.

You may view, copy, download, and print Content (including Stories that you purchase) that is available to you on this Website or through the Services, subject to the following conditions:

a. The Content (including Stories that you purchase) may be used solely for internal informational purposes. No part of this Website or its Content (including Stories that you purchase) may

be reproduced or transmitted in any form, by any means, electronic or mechanical, including photocopying and recording for any other purpose, except as set forth on the Website from time to time.

- b. The Content (including Stories that you purchase) may not be modified.
- c. Copyright, trademark, and other proprietary notices may not be removed.

Nothing contained on our Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use our Services or any Content (including Stories) displayed on our Services, through the use of framing or otherwise, except: (a) as expressly permitted by these Terms of Service; or (b) with our prior written permission or the permission of such third party that may own the trademark or copyright of material displayed on our Services.

8. Indemnification.

By using the Services, you agree to indemnify, hold harmless and defend TPD from any claims, damages, losses, liabilities, and all costs and expenses of defense, including but not limited to, attorneys' fees, resulting directly or indirectly from a claim by a third party that arises in connection with your use of the Services.

9. Content Submitted by Users.

- a. Accuracy. Readers may use the Services without volunteering personally identifiable information. Please refer to our Privacy Policy for additional information on our practices for handling personally identifiable information. However, if you choose to provide information to register for or participate in a service, event, or promotion on this Website, you agree that you will provide accurate, complete, and up to date information as requested on the screens that collect information from you.
- b. Liability. We are not responsible or liable for the conduct of Users or for views, opinions and statements expressed in Content submitted for public display through our Services, such as through Public Areas. We do not prescreen information in Stories or Content posted to online discussion boards, forums or chat rooms (each, a "Public Area"). With respect to such Stories, or Content in Public Area, we are acting as a passive conduit for such distribution and are not responsible for Content. Any opinions, advice, statements, services, offers, or other information in Content expressed or made available by Users through a Story or Public Area are those of the respective Contributor, author(s) or distributor(s) and not of TPD. We neither endorse nor guarantee the accuracy, completeness, or usefulness of any such Content. You are responsible for ensuring that Content submitted to our Services is not provided in violation of any copyright, trade secret or other intellectual property rights of another person or entity. You shall be solely liable for any damages resulting from any infringement of copyrights, trade secret, or other intellectual property rights, or any other harm resulting from your uploading, posting or submission of Content to our Services.
- c. Monitoring. We have the right, but not the obligation, to monitor Stories or Content submitted to our Services either through our submission forms or through Public Areas, to determine compliance with these Terms of Service and any other applicable rules that we may establish. We have the right in our sole discretion to edit or remove any material submitted to or posted in any Public Area provided through our Services. Without limiting the foregoing, we have the right to remove any material that TPD, in its sole discretion, finds to be in

violation of these Terms of Service or otherwise objectionable, and you are solely responsible for the Content that you submit or post to our Services.

d. Lobbying. Federal law restricts lobbying activities by tax-exempt organizations. “Lobbying” includes certain activities intended to influence legislation. Content posted by Users does not constitute lobbying by TPD, but may constitute lobbying by you or an organization that you represent. You are responsible for complying with any applicable lobbying restrictions.

10. Prohibited Conduct.

You shall not manipulate the price of any goods or services offered on the Services, in any manner. Furthermore, you shall not disrupt or otherwise interfere in any way with any other User's use of the Services.

By accessing our Services or any chat room, online discussion forum, or other service provided through our Website that allow Users to communicate to other Users (“Public Areas”), you agree to abide by the following standards of conduct. You agree that you will not, and will not authorize or facilitate any attempt by another person to use our Website or any related chat room or online discussion forum to:

- a. Transmit any Content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, offensive, obscene, pornographic, lewd, lascivious, or otherwise objectionable, as determined by TPD.
- d. Circumvent or manipulate our fee structure, the billing process, or fees owed to TPD or the Contributor; fail to deliver payment for items purchased by you.
- e. Manipulate the price of any item or interfere with other Users’ Listings.
- f. Post false, inaccurate, misleading, defamatory, or libelous content (including personal information).
- g. Post Content which infringes another's copyright, trademark or trade secret.
- h. Advertise or offer to sell any goods or services for any commercial purpose through the Service which are not relevant to the services offered through the Service.
- i. Post unsolicited advertising or unlawfully promote products or services.
- j. Take any action that may undermine the feedback or ratings system when it becomes available (such as displaying, importing or exporting feedback information off of the sites or using it for purposes unrelated to TPD)
- k. Harass, threaten or intentionally embarrass or cause distress to another person or entity.
- l. Impersonate another person.
- m. Promote, solicit, or participate in any multi-level marketing or pyramid schemes.
- n. Exploit children under 18 years of age.
- o. Engage in disruptive activity such as sending multiple messages in an effort to monopolize the forum.
- p. Adapt, alter, license, sublicense or translate the Service for your own personal or commercial use.
- q. Introduce viruses, worms, Trojan horses and/or harmful code to the website.
- r. Obtain unauthorized access to any computer system through the website.
- s. Transfer your TPD account (including feedback) and Login Credentials to another party without our consent.

- t. Harvest or otherwise collect information about Users, including email addresses, without their consent.
- u. Invade the privacy of any person, including but not limited to posting personally identifying or otherwise private information about a person without their consent (or their parent's consent in the case of a child under 13 years of age).
- v. Solicit personal information from children under 13 years of age.
- w. Violate any federal, state, local, or international law or regulation.
- x. Encourage conduct that would constitute a criminal or civil offense.

All submissions made to Public Areas will be public, and TPD will not be responsible for the action of other Users with respect to any information or materials posted in Public Areas.

11. Release of The Pearl Dream.

Neither TPD nor its affiliates or licensors is responsible for the conduct, whether online or offline, of any use of the Service. TPD expressly disclaims any liability or claims that may arise between Users of our Services. You are solely responsible for your interactions with all other Users and any disputes that arise from those interactions with other Users. TPD may monitor disputes between Users, but is not obligated to monitor, mediate, or resolve such disputes.

Because TPD is not responsible for or involved in any contact between Readers and Contributors, in the event that you have a dispute with one or more Users, you hereby release TPD (and our officers, directors, agents, investors, subsidiaries, and employees) from any and all claims, demands, or damages (actual or consequential) of every kind, known and unknown arising out of or in any way related with such disputes.

If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

12. Minors.

TPD services are available only to, and may only be used by, individuals who are 18 years and older who can form legally binding contracts under applicable law. Individuals under the age of 18 can use our Services only in conjunction with and under the supervision of a Parent. In this case, the Parent is responsible for any and all activities of the Reader in connection with our Services.

13. No Solicitation.

Without limitation, the Service may not be used to solicit for any other business, website or service. You may not solicit, advertise for, or contact in any form Users for employment, contracting, or

any other purpose not related to the Service facilitated through TPD without express written permission from TPD.

You may not use the Service to collect usernames and/or email addresses of Users by electronic or other means without the express prior written consent of TPD.

14. Intellectual Property Rights.

Unless otherwise noted, all Content contained on this Website is the property of TPD and/or its affiliates or licensors (the Stories are the property of the applicable Contributors), and is protected from unauthorized copying and dissemination by United States copyright law, trademark law, international conventions and other intellectual property laws. The service marks and trademarks of TPD, including without limitation TPD and the TPD logos are service marks owned by The Pearl Dream, Inc. Any other trademarks, service marks, logos and/or trade names appearing via the Service are the property of their respective owners. You may not copy or use any of these marks, logos or trade names without the express prior written consent of the owner.

15. Suggestions and Feedback.

By posting Content or sending us any ideas, suggestions, documents or proposals other than Stories (“Suggestions”), you represent and warrant and agree that (i) your Suggestions do not contain the confidential or proprietary information of third parties, (ii) we are under no obligation of confidentiality, express or implied, with respect to the Suggestions, (iii) we may have something similar to the Suggestions already under consideration or in development, and (iv) you grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute and sublicense the Suggestions, and you irrevocably waive, and cause to be waived, against TPD and its users any claims and assertions of any moral rights contained in such Suggestions. Furthermore, by posting Suggestions to any Public Area of the Website and/or the Services, you automatically grant TPD all rights necessary to prohibit any subsequent aggregation, display, copying, duplication, reproduction, or exploitation of the Suggestion on the Website and/or Services by any party for any purpose.

16. Copyright Infringement; Notice and Take Down Procedures.

In accordance with the Digital Millennium Copyright Act of 1998 (the “DMCA”), it is TPD’s policy to respond to notices of any actual or alleged infringement that are reported to TPD’s “Designated Copyright Agent” and that comply with the DMCA. If you believe that any materials on our Services infringe your copyright, you may request that they be removed. This request must bear a signature (or electronic equivalent) of the copyright holder or an authorized representative and must include the following information: (1) identification of the copyrighted work that you believe to be infringed, including a description of the work and, where possible, a copy or the location of an authorized version of the work; (2) identification of the material that you believe to be infringing and its location, including a

description of the material, its website location or other pertinent information that will help us to locate the material; (3) your name, address, telephone number, and email address; (4) a statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law; (5) a statement that the information in your claim is accurate; and (6) a statement that “under penalty of perjury,” you declare that you are the lawful copyright owner or are authorized to act on the owner’s behalf. Our agent for copyright issues relating to our Services can be contacted at dream@thepearldream.com or at

The Pearl Dream, Inc.
ATTN: Copyright Agent
175 Varick St.
4th Floor
New York NY 10014

In an effort to protect the rights of copyright owners, we maintain a policy for the termination, in appropriate circumstances, of Users of this Website who are repeat infringers.

17. Disclaimer of Warranty.

USE OF THE SERVICES AND ANY STORIES IS ENTIRELY AT YOUR OWN RISK.

you acknowledge that the Website, THE STORIES, and ALL SERVICES, TEXT, IMAGES, AND OTHER INFORMATION ON OR ACCESSIBLE FROM THIS WEBSITE ARE PROVIDED “AS IS” and are based in part on Listings provided by Contributors, which are not verified by TPD, and that any Stories, LISTINGS or other content acquired through the use of the SERVICES is at your sole risk and discretion. TPD and its AFFILIATES AND LICENSORS are not liable or responsible for any results generated through the use of the Website. WE PROVIDE NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SPECIFICALLY, BUT WITHOUT LIMITATION, TPD DOES NOT WARRANT THAT: (i) THE INFORMATION AVAILABLE ON THIS WEBSITE IS FREE OF ERRORS; (ii) THE FUNCTIONS OR SERVICES (INCLUDING BUT NOT LIMITED TO MECHANISMS FOR THE DOWNLOADING AND UPLOADING OF CONTENT) PROVIDED BY THIS WEBSITE WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS; (iii) DEFECTS WILL BE CORRECTED, OR (iv) THIS WEBSITE OR THE SERVER(S) THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

NEITHER TPD NOR ITS AFFILIATES OR LICENSORS IS RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, BETWEEN USERS. TPD AND ITS AFFILIATES AND LICENSORS CANNOT AND DO NOT GUARANTEE THAT ANY PERSONAL

INFORMATION SUPPLIED BY YOU WILL NOT BE MISAPPROPRIATED, INTERCEPTED, DELETED, DESTROYED OR USED BY OTHERS.

18. Limitation of Liability.

(a) Disclaimer. IN NO EVENT SHALL TPD BE LIABLE TO ANY USER OF THIS WEBSITE OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, OR COSTS OF OBTAINING SUBSTITUTE GOODS OR SERVICES) ARISING OUT OF THE USE, INABILITY TO USE, UNAUTHORIZED ACCESS TO OR USE OR MISUSE OF THE WEBSITE OR ANY INFORMATION CONTAINED THEREON, WHETHER BASED UPON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

(b) Limitation. YOU AGREE TPD'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THESE TERMS OF SERVICE, THE WEBSITE, THE CONTENT, OR ANY LISTING OR SERVICES WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS, IF ANY, YOU PAID IN COMMISSIONS TO TPD FOR THE SERVICES IN THE THEN-PRIOR SIX MONTHS.

(c) Exclusions. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

19. International.

We make no representation that information on this Website is appropriate or available for use outside the United States. Those who choose to access this Website from outside the United States do so on their own initiative and at their own risk and are responsible for compliance with applicable local laws. By using our Services, you consent to having your Personal Information (as defined in our Privacy Policy posted on our Website) transferred to and processed in the United States.

20. Termination.

We may terminate any User's access to our Website, including access to any Public Areas, in our sole discretion, for any reason and at any time, with or without prior notice. It is our policy to terminate Users who violate these Terms of Service, as deemed appropriate in our sole discretion. You agree that we are not liable to you or any third party for any termination of your access to our Services.

Contributor may request that TPD remove its name from a Story provided through the Services. Upon such request, TPD will cease using Contributor's name in the distribution of the applicable Stories;

provided that, Contributor acknowledges and agrees TPD's other rights granted hereunder in Stories shall be unaffected.

You may terminate your account at any time by ceasing all use of the Service. TPD will have no obligation to provide a refund of any amounts previously paid to TPD. Upon termination of a User's account under these Terms of Service, all license rights granted by such User to TPD shall survive termination. Even after your right to use the Service is terminated or suspended, these Terms of Service will remain enforceable against you.

21. Governing Law; Dispute Resolution.

These Terms of Service shall be governed by the laws of the State of New York, USA, excluding: its conflicts of laws principles; the United Nations Convention on Contracts for the International Sale of Goods; the 1974 Convention on the Limitation Period in the International Sale of Goods; and the Protocol amending the 1974 Convention, done at Vienna April 11, 1980.

22. Agreement to Arbitrate; Waiver of Class Action.

Except if you opt-out or for disputes relating to your or TPD's intellectual property (such as trademarks, trade dress, domain names, trade secrets, copyrights and patents); you agree that all disputes between you and TPD (whether or not such dispute involves a third party) arising out of or relating to these Terms of Service, the Services, and/or Privacy Policy shall be finally resolved by arbitration before a single arbitrator conducted in the English language in New York City, New York, U.S.A. under the Commercial Arbitration Rules of the American Arbitration Association (AAA) and you and TPD hereby expressly waive trial by jury. You and TPD shall appoint as sole arbitrator a person mutually agreed by you and TPD or, if you and TPD cannot agree within thirty (30) days of either party's request for arbitration, such single arbitrator shall be selected by the AAA upon the request of either party. The parties shall bear equally the cost of the arbitration (except that the prevailing party shall be entitled to an award of reasonable attorneys' fees incurred in connection with the arbitration in such an amount as may be determined by the arbitrator). All decisions of the arbitrator shall be final and binding on both parties and enforceable in any court of competent jurisdiction. Notwithstanding this, application may be made to any court for a judicial acceptance of the award or order of enforcement. Notwithstanding the foregoing, TPD shall be entitled to seek injunctive relief, security or other equitable remedies from the United States District Court for a district in New York or any other court of competent jurisdiction. Under no circumstances shall the arbitrator be authorized to award damages, remedies or awards that conflict with these Terms of Use or to award punitive damages, including but not limited to pursuant to federal or state statutes permitting multiple or punitive awards.

Any claims brought by you or TPD must be brought in that parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Neither you nor TPD will participate in a class action or class-wide arbitration for any claims covered by these Terms of Service. You hereby waive any and all rights to bring any claims related to these Terms of Service and

Privacy Policy as a plaintiff or class member in any purported class or representative proceeding. You may bring claims only on your own behalf.

You may opt out of this Agreement To Arbitrate. If you do so, neither you nor TPD can require the other to participate in an arbitration proceeding. To opt out, you must notify TPD in writing within 30 days of the date that you first became subject to this arbitration provision. The opt-out notice must state that you do not agree to the Agreement To Arbitrate and must include your name, address, phone number, and your TPD account to which the opt-out applies. You must sign the opt-out notice for it to be effective. This procedure is the only way you can opt out of the Agreement To Arbitrate and a clear statement that you want to opt out of this Agreement To Arbitrate. You must use this address to opt out:

dream@thepearldream.com and mail

The Pearl Dream, Inc.
ATTN: Arbitration Opt-out
175 Varick St.
4th Floor
New York NY 10014

This Arbitration section will survive the termination of your relationship with TPD.

23. Miscellaneous.

You may not assign or transfer these Terms of Service in whole or in part to any third party without the consent of TPD. These Terms of Service shall bind and inure to the benefit of the parties to these Terms of Service and their respective successors, permitted transferees, and permitted assigns. TPD and you are independent contractors and are not partners, joint venturers, agents, employees or representatives of the other party. These Terms of Service contains the entire understanding of the parties with respect to the transactions and matters contemplated hereby, supersedes all previous communications, understandings and agreements (whether oral or written) other than any click-through or end user license agreement provided by TPD, and cannot be amended except by a writing signed by both parties or by TPD's posting of an amended version of these Terms of Service on its Website. The headings and captions used in these Terms of Service are used for convenience only and are not to be considered in construing or interpreting these Terms of Service. If any part of these Terms of Service is held to be unlawful, void, or unenforceable, that part will be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

24. For Additional Information.

If you have any questions about these Terms of Service, please contact support@thepearldream.com.

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Content Distribution Agreement.

DreamGalaxy is a Pearl Dream product.

***By using this website and all our web, mobile and IoT properties, you agree to the distribution agreement below that puts content across all platforms and apps for iPad & iPhone, Android and Windows.**

THIS CONTENT DISTRIBUTION AGREEMENT (this “Agreement”) is made as of the day of _____, 201_ (the “Effective Date”), by and between The Pearl Dream, Inc. (“TPD” or “Distributor”) a Delaware corporation, with offices at

and..... (“Content Creator” or “Contributor”), a company incorporated in, with offices at

OR

an individual with primary residence at.....

WHEREAS, Content Creator is the owner of or licensee of proprietary rights to certain digital content arising from its business; and

WHEREAS, Content Creator desires to distribute such content electronically through distribution channels; and

WHEREAS, Distributor is in the business of digital distribution of content through its Service (as defined below); and

WHEREAS, Content Creator desires to permit Distributor to promote and distribute certain of Content Creators's content through Distributor's Service, upon the terms and conditions set forth below.

NOW, THEREFORE, the parties agree as follows:

DEFINITIONS.

"Distributor Website" shall mean the Internet website and its subdomains maintained by Distributor with a homepage address of <http://www.thepearldream.com>

"End User" means the end user of the Product who has obtained such Product pursuant to an EULA.

"EULA" means a license agreement granting an End User the right to use a Product for its personal, non-commercial purposes, but not to further distribute or sublicense such Product, which agreement meets the requirements of Section 2.2.

"Per Usage Fee" means for each applicable Product, the "Per Usage Fee" set forth in the Product Schedule for each Usage of the applicable Product.

“Permitted Distribution Channels” means for the applicable Product, the electronic or digital download or streaming of the Product directly to End Users through the Services or the other technology and distribution channels set forth in the Product Schedule for the applicable Product. [NOTE: If the Distributor will be permitted to broadcast via television or radio, such channels should be set forth on the Product Schedule]

“Product” shall means the Content Creator’s Content described in the Product Schedule attached hereto in the media format set forth in the Product Schedule.

“Product Schedule” shall means the schedule of Products, Per Usage Fees, Product Terms, Product Territories and other related details attached as Exhibit B hereto, as the parties may amend such Exhibit B from time to time.

“Product Term” shall mean for the applicable Product, the “Product Term” set forth with respect to such Product in the Product Schedule.

“Product Territory” means for the applicable Product, the geographical territory or territories set forth in the Product Schedule in which Distributor is permitted to distribute the applicable Product. If no territory is defined in the product Schedule, the “Product Territory” will be the country in which its End Users are primarily located.

“Service” means the Distributor Website or other service(s) operated by Distributor as described in the Product Schedule.

“Content Creator’s Content” means any and all information, text, data, graphics, photographs, hyperlinks, artwork, trade dress, video, video games and software, that may be supplied by Content Creator under this Agreement, and as may be further described in the Product Schedule.

“Content Creators Marks” means all trade names, trademarks (including, without limitation, logos and brand names), and service marks used in connection with the Products that Content Creator authorizes in writing, on a case-by-case basis, the Distributor to use in connection with distributing and promoting the Products.

“Usage” means each single usage of an applicable Product, with the measure of a single usage is set forth in the Product Schedule for the applicable Product.

LICENSE.

GRANT OF LICENSE BY CONTENT CREATOR. Subject to the express terms and conditions of this Agreement, CONTENT CREATOR grants to Distributor a non-exclusive, non-transferable, non-sublicensable (other than pursuant to a EULA), revocable license on a Product-by-Product basis for the designated Product Territory and designated Product Channels, during the applicable Product Term (but in no event surviving the Term of this Agreement):

to distribute and display such Product to End Users by means of the Service, provided that such Products are distributed and displayed to End Users pursuant to an EULA meeting the requirements of Section 2.2 below; and

to use Content Creators's Marks solely in connection with the marketing, distribution and/or sale of the Products, subject to Content Creator's prior written approval, on a case-by-case basis, in its (TPD's) sole discretion.

EULA Agreement Requirements. Distributor shall distribute Products to each End User under a EULA entered into by such End User, which may be a click-through agreement, which has been approved by Content Creator and shall include, without limitation, the following terms and conditions:

to use the Products solely for its own internal business purposes and only in connection with a single computing device (End Users should only be able to use it for non-commercial purposes);

not to copy, modify or create derivative works of the Products in whole or in part;

disclaimers of warranties and limitations on Content Creator's liability that are at least as protective of Content Creator and Content Creator's rights in the Content Creator Content, Content Creator Marks and Products as the provisions contained in this Agreement;

that Content Creator shall be an intended third party beneficiary of such EULA.

LIMITED RIGHTS. Distributor shall not use any of the Products (or any portion thereof) or Content Creator Marks licensed hereunder except in strict compliance with the provisions of this Agreement or as may be otherwise expressly authorized in writing by Content Creator. Distributor shall not create derivative

works of a Product or any other product which displays or depicts any of the Products or any portion thereof. Distributor will not redistribute or authorize making any of the Products or other Content Creator Content available through any services, other than the Service, or other arrangements that provides access to Content Creator Content.

PRESENTATION OF CONTENT. Distributor shall comply with all written specifications provided by Content Creator to Distributor from time to time concerning the receipt, delivery, use, display, and provision of the Products to End Users. Distributor shall provide Content Creator with an opportunity to review the design and presentation of the Content Creator Content on the Service at any time upon Content Creator's request.

RETAINED RIGHTS. All rights to use and/or otherwise exploit the Products not expressly granted to Distributor herein are reserved by Content Creator.

Distributor is not, by virtue of this Agreement, acquiring any rights whatsoever with respect to any content which is based upon, derivative of, inspired by or otherwise related to any Product, including, without limitation, remakes, sequels, publications or other endeavors in which the characters, characterizations, and/or audio-visual representations contained in the Products may appear. As between Content Creator and Distributor, all right, title and interest in and to the foregoing is retained by Content Creator. All uses of the Content Creator Marks shall inure to the benefit of Content Creator. Distributor shall ensure that each and every copy of the Products and related Content Creator Content bears the

copyright and trademark notices and any other legal notices that Content Creator may from time to time provide to Distributor.

NON-EXCLUSIVE. This Agreement does not restrict or limit Content Creator's right to use, market, sell, distribute, display or otherwise provide access to the Products directly or indirectly anywhere in the world, or enter into contracts, grant licenses or make arrangements with any other party to use, market, sell, distribute, display or otherwise provide access to the Products anywhere in the world.

TERMINOLOGY. All references in this Agreement to sale, resale or purchase of the Products, or similar references, shall mean licenses or sublicenses of the Products, in accordance with this Agreement.

DISTRIBUTION RIGHTS AND OBLIGATIONS.

PRODUCT DISTRIBUTION. Pursuant to the license granted in Section 2, Distributor shall use commercially reasonable efforts to make Products available to End Users through its Services for Usage during the Product Term in the applicable Product Territory. Distributor shall be free to establish its own pricing to End Users for Products, provided that Distributor pays Content Creator on a per Usage basis in accordance with Section 6.1.

SAFEGUARDS AGAINST UNAUTHORIZED COPYING. Distributor shall utilize a digital rights management method or other safeguards approved by Content Creator for encryption or other copy protection which prevents the unauthorized

duplication or distribution of the Products. Distributor shall not, and shall not permit any other third party to, edit, alter or otherwise change in any manner the content, format or presentation of the Products, including, without limitation, the Content Creator Marks. In the event that Distributor learns of improper use of its IP that affects Content Creator's IP, Distributor will notify Content Creator and take reasonable efforts to stop the improper use to the extent permitted by law.

PROPRIETARY RIGHTS.

The parties acknowledge and agree that: (i) as between the parties, Content Creator or its licensors are the sole owners of the Products and Content Creator Marks; (ii) Distributor will not contest or deny the validity of the Content Creator Marks or the proprietary interest of Content Creator therein; (iii) Distributor agrees to abide by Content Creator's instructions and guidelines for use of the Content Creator Marks, including, without limitation, the display of trademark and service mark registration symbols and notices; (iv) Distributor shall not commercially use any other word, trademark, service mark, brand name, trade name, symbol, design or the like, or register or obtain a license to any domain name, that may be confusingly similar to the Content Creator Marks; and (v) Distributor shall, upon request, provide Content Creator with samples of all of Distributor's Materials referencing the Content Creator Marks.

PROMOTIONAL MATERIALS.

5.1 Materials. Distributor shall not make or publish any public announcements, press releases, advertising, marketing, promotional or other materials (whether in print, electronically or otherwise) (“Materials”) that use the Content Creator Marks without the prior written approval of Content Creator.

5.2 Quality Control. Distributor will not use the Content Creator Marks in connection with any Materials, products or services that do not meet a standard of professionalism consistent with Content Creator’s guidelines and in no event less than the prevailing standards in the applicable industry for such Materials, products or services. Distributor warrants that any advertising, sponsorship or promotional materials that appear on the same page, screen display, or web page as any Content Creator Content or Content Creator Mark will comply with all applicable laws, regulations and rulings. Distributor shall provide Content Creator with access to the Services free of charge, including without limitation, free copies of any proprietary software or hardware needed to access the Service, solely for Content Creator to monitor the distribution of the Content Creator Content through the Service. Distributor shall not do anything in connection with the Services which may bring disrepute to Content Creator, the Content Creator Marks, or the Products. For the sole purpose of determining compliance with this Section 5.2, Content Creator shall have the right, from time to time, to reasonably review Distributor’s Usage of the Products, Materials and Content Creator Marks.

PAYMENT.

PER USAGE FEE. Distributor shall pay Content Creator, the Per Usage Fee for each Usage of the applicable Product by an End User. Content Creator may change such prices at any time upon thirty (30) days' written notice to Distributor; provided that such price change will not be effective until the first day of the then-next calendar quarter of the applicable Product Term. In consideration of the rights granted hereunder, Distributor shall pay all amounts required hereunder within thirty (30) days after the end of each calendar month. For each payment, Distributor shall provide a report detailing the number of Usages of Products during the quarter on a country-by-country, Product-by-Product basis. Any amount that is due hereunder and not timely paid by Distributor will bear interest at the lesser of: (i) the rate of one and one half percent (1.5%) per month, or (ii) the highest rate permitted by applicable law. Distributor may establish the prices at which it charges End Users for Usage or Products in accordance with Section 3.1.

Taxes. In addition to the amounts set forth in this Agreement, Distributor will pay to Content Creator or to the relevant taxing authority, as appropriate, any applicable sales, use, goods and services, value added or other taxes payable under this Agreement (excluding income taxes imposed on Content Creator's income). In all cases, the amounts due under this Agreement will be paid by Distributor to Content Creator in full without any right of set-off or deduction.

Audit Rights. Distributor will maintain copies of all versions of each EULA used in connection with the Products, a list of each End User who has entered into EULA, the reports referenced in Section 6.1, and records in sufficient detail to

substantiate the amount of Usage fees paid to Content Creator. During the Term, and for a period of three (3) years after the termination of this Agreement, Content Creator reserves the right to audit Distributor from time to time, during normal business hours on the premises, of, and upon reasonable notice to, Distributor.. If an audit undertaken pursuant to this paragraph discloses that Distributor understated the amounts due to Content Creator by more than 5% for any monthly period, Distributor will pay the reasonable costs of conducting the audit.

REPRESENTATIONS AND WARRANTIES.

Each party represents and warrants that: (a) it has the full power and authority to enter into this Agreement; (b) the execution of this Agreement and performance of its obligations under this Agreement does not violate any other agreement to which it is a party; and (c) this Agreement constitutes a legal, valid and binding obligation when executed and delivered.

LIMITATION OF WARRANTY.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CONTENT CREATOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, AND CONTENT CREATOR EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

CONFIDENTIALITY.

Confidentiality Obligation. Each party (the “Receiving Party”) shall keep strictly confidential any information disclosed in writing, orally or in any other manner by the other party (the “Disclosing Party”) or otherwise made available to the Receiving Party concerning the Disclosing Party’s performance of this Agreement or otherwise concerning the business, operations, trade secrets or other proprietary information of the Disclosing Party (“Confidential Information”), using at least the same degree of care that it uses to protect its own confidential or proprietary information but in no event less than reasonable care for the cellular telephone equipment industry. Any information relating to Usage pricing hereunder shall be deemed to be Confidential Information of Content Creator. The obligations hereunder shall not apply to Confidential Information:

which is or becomes generally available to the public other than as a result of disclosure thereof by the Receiving Party in violation of this Section 9;

which is lawfully received by the Receiving Party on a nonconfidential basis from a third party that is not itself under any obligation of confidentiality or nondisclosure to the Disclosing Party with respect to such information;

which by written evidence can be shown by the Receiving Party to have been independently developed by the Receiving Party; or

which was in the Receiving Party's possession at the time of disclosure by the Disclosing Party.

Nondisclosure of Confidential Information. The Receiving Party shall use Confidential Information solely for the purposes of this Agreement and shall not disclose or disseminate any Confidential Information to any person at any time, except as reasonably necessary to exercise its rights under this Agreement or for disclosure to those of its directors, officers, employees, accountants, attorneys, advisers and agents whose duties reasonably require them to have access to such Confidential Information, provided that such directors, officers, employees, accountants, attorneys, advisers and agents are required to maintain the confidentiality of such Confidential Information to the same extent as if they were parties hereto.

Publicity. The parties may publicize the nature of their relationship regarding the Products, but the parties agree that the terms of this Agreement shall be deemed to be Confidential Information of each party.

TERMINATION.

Term. The initial term of this Agreement shall commence on the Effective Date and continue until twelve (12) months after the Effective Date (the "Initial Term") and shall automatically renew for subsequent one-year periods on an annual basis until either party notifies the other party to terminate the Agreement sixty days in advance of such annual renewal date.

Material Breach. Either party may terminate the licenses granted hereunder for the applicable Product or this Agreement in its entirety or upon written notice to the other party, if the other party materially breaches the terms of this Agreement and does not cure such breach within thirty (30) days following receipt of written notice regarding such breach.

Bankruptcy/Insolvency. Either party may terminate this Agreement upon written notice to the other party in the event that the other party dissolves, becomes insolvent, files for any form of bankruptcy, has filed against it a petition for any form of bankruptcy that is not dismissed within ninety (90) days, makes any assignment for the benefit of creditors, or ceases to conduct business.

EFFECT OF TERMINATION.

In the event of termination or expiration of this Agreement, all licenses granted hereunder shall immediately terminate, provided that the licenses granted under this Agreement to End Users prior to termination shall continue during the applicable Product Term to the extent such Usage has been paid in full to Content Creator prior to such termination, and so long as each such End User is not in breach of the applicable EULA.

Any provision of this Agreement which by its terms is applicable to actions or periods occurring after termination of the Agreement will remain in full force and effect, including without limitation, Sections 1, 4, 6, 7, 8, 9, 10.4, 11 and 12.

LIMITATION OF LIABILITY.

11.1 DISCLAIMER. EXCEPT WITH RESPECT TO LIABILITY ARISING FROM BREACHES OF SECTION 9 HEREOF, NEITHER PARTY SHALL BE LIABLE UNDER ANY CONTRACT, TORT OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, COVER, RELIANCE, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES OR LOST REVENUE, OR LOSS OF DATA OR PROFITS, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2 LIMITATION. EXCEPT WITH RESPECT TO LIABILITY ARISING FROM BREACHES OF SECTION 9 HEREOF, IN NO EVENT SHALL CONTENT CREATOR'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF FEES PAID BY DISTRIBUTOR PURSUANT TO THIS AGREEMENT IN THE PRECEDING SIX MONTH PERIOD; PROVIDED THIS LIMITATION SHALL NOT APPLY TO AMOUNTS DUE AND PAYABLE FROM DISTRIBUTOR TO CONTENT CREATOR HEREUNDER. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

MISCELLANEOUS.

(a) Nothing in this Agreement shall be deemed to create a partnership or joint venture between the parties and neither party shall hold itself out as the agent of the other. (b) Neither party shall be liable to the other for delays or failures in performance resulting from causes beyond the reasonable control of that party.

(c) Any notice required or permitted to be given by either party under this Agreement shall be in writing and shall be personally delivered or sent by a reputable overnight mail service (e.g., Federal Express), or by first class mail (certified or registered) to the address provided in the introductory paragraph of this Agreement or as may be provided by such receiving party from time to time.

(d) Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. (e) Any waiver, amendment or other modification of any provision of this Agreement shall be effective only if in writing and signed by the parties. (f) This Agreement shall be interpreted under the laws of the State of New York. Each party consents to, and agrees that each party is subject to, the exclusive jurisdiction of the state and federal courts of the State of New York with respect to any actions for enforcement of or breach of this Agreement. (g) In the event that any provision of this Agreement is found to be invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms. (h) This Agreement may not be assigned by Distributor without the prior written consent of Content Creator; provided, however, that either party may assign this Agreement to the surviving entity in connection with a merger or consolidation in which it participates, or to a purchaser of all, or substantially all, of its assets related to this Agreement so long as such surviving entity or purchaser shall expressly assume, in writing, the performance of all of the applicable terms of this Agreement. This Agreement shall be binding on permitted successors and assigns. (i) This Agreement, including any exhibits or schedules attached hereto, which are incorporated herein by reference,

constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter. (j) This Agreement may be signed in counterparts and delivered by facsimile or other electronic means of reproducing a signature.

IN WITNESS WHEREOF, the parties have entered into this Content Distribution Agreement as of the Effective Date.

.....

The Pearl Dream, Inc.

By: _____

By: _____

Name:

Name:

Title:

Title:

EXHIBIT A

The revenue share rates are 80% for the creator for kids content (0-12 years), 70% for the creator of teen content (13-17 years) and 60% for the creator of mature content (18+ years) based on user engagement as a ratio of title views to total views on apps. It is also based on number of views so if there were 100x views on the platform a month and 10x views were for your content, you get $(\text{subscription fee} * \text{number of users}) * (\text{revenue share ratio for audience}) * (\text{user engagement ratio}) = (\$5.99 * 100x) * (60/100) * (10x/100x)$. So the final amount is directly related to total unique views for your content which we already log and will provide monthly or quarterly reporting to reflect earnings based on audience insights.

Services: Global Digital Media Distribution

Main website is www.thepearldream.com

Apps for mobile, web and TV or IoT.

EXHIBIT B

PRODUCT SCHEDULE

To be completed separately for each content submission by Contributor or Content Creator and acknowledged by TPD. NOTE: Electronic tracking forms may be preferred format for TPD.

Product Name:

Description:

Format Type (electronic text, audio, animation, video, html link etc.) **weblink, mp3 or mp4**

Measure of a Single Usage [per download, per viewing, per on-demand viewing; per monthly subscription; per broadcast, etc.] **per streaming**

Per Usage Fee : **Pro rated based on revenue share model**

Product Term: **One year**

Product Territory: **Global**

Permitted Distribution Channels (i.e. Distributor **Website streaming or download**, Television, print media, DVD/CD, **mobile apps**)



Via Email:

Date:

Author/Content Creator Name:.....

Address:

Re: DreamGalaxy Contributor or Content Creator Agreement and Revenue Share.

Dear Content Contributor:

It is my pleasure to welcome you to The Pearl Dream (DreamGalaxy) community of Contributors or Content Creators. Your strategic partnership (as a "Contributor" or "Content Creator") with us ("TPD" or the "Company") **will commence or commenced** on

***If you have not already done so, please review our digital ecosystem [terms](#) of use, [privacy](#), and [distribution](#) and policies. Please initial beside the IP option(s) of your choosing below (one ONLY):**

IP/Copyright Option	Details	Agreements/Policies	Initials to Accept
FREE	<ul style="list-style-type: none">• TPD retains all copyright including derivatives for FREE.	Online (Terms)	
Original Copyright Only	<ul style="list-style-type: none">• Contributor retains all copyright from original works excluding derivatives.• TPD retains all copyright from derivatives.*	*Online (Terms + Privacy)	*
Original + Derivative Copyright	<ul style="list-style-type: none">• Contributor retains all copyright including derivatives.	*Online (Distribution)	*

****As per our policies, you agree to receive prorated, up to 80% of NET revenue from direct and in-app sales of your original e-books, audio-books, games, comics, animations, film and music (includes subscription payments from our apps and/or derivative sales as per terms and revenue share model). Please initial beside the Distribution option(s) of your choosing below (one ONLY):**

Distribution Option	Details	Agreements/Policies	Initials to Accept
Non Exclusive	<ul style="list-style-type: none">• No Exclusive Benefits• Global Cross Platform DreamGalaxy apps only	Online (Non-Exclusive)	

**Exclusive (Recommended)	<ul style="list-style-type: none"> ● Broadcast TV Negotiation and Deals ● Detailed Data Analysis on Content ● Access to Awards, Press, Talent Development, IP Mentorship and Licensing, Jobs or Funding Illustrators 	**Online (Exclusive)	**
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This letter agreement formally documents your unpaid contribution to DreamAfrica app and supersedes any and all prior or contemporaneous agreements, discussions and understandings, whether written or oral, relating to the subject matter of this letter agreement. This letter agreement may only be amended or modified by a written agreement signed by duly authorized representatives of the parties hereto.

Please sign and return to me the enclosed copy of this letter agreement acknowledging your receipt and acceptance of the terms and conditions set forth herein.

Sincerely,

**Brian Asingia
CEO DreamGalaxy**

Read and accepted this ____ day of _____, 20__

Content Creator Signature: _____

Content Creator Name/Company:

NOTES on The Pearl Dream (DreamGalaxy) Revenue Share Model:



The Pearl Dream’s proprietary Revenue Share Model considers the following factors in determining how authors are compensated from the subscription revenue generated (Excludes in app and direct download or on demand revenue which can be traced to individual content creator).

Thus Engagement Ratio = (Views for your Content/Total Views for all Premium Content)

- **Quality of Content**
- **User Engagement with Content (Reads, Views, Plays, Comments, Shares)**
- **Loyalty (Length of consecutive/cumulative time content/author has been on our platform)**

Terms, Privacy, Non Exclusive Distribution and or Exclusive Distribution are honored as filled on our "Submit Story" form after review and approval by DreamGalaxy.

Content Creator's Notes: (About, Motivation to Contribute, Web and Social Sites, Payment/Billing Details etc)



Become part of the dream
Listen, Watch
Share, Earn
with the DreamGalaxy app

Find us on social media and continue the conversation
#trustculture    @itrustculture

ANDROID APP ON  Google play  amazon fireTV amazon apps Available on the App Store  androidtv