

Terms of Service and Privacy Policy

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Who We Are

Our brand name:

DMetaSoul

Our website address is:

www.dmetasoul.com

Our company details are:

DMetaSoul Technology Co., LTD

Please direct any written communications to:

public-contact@dmetasoul.com,

Welcome to DMetaSoul

Thank you for using DMetaSoul' s products and services.

The use of this website implies the acceptance of each and every one of the Terms of Service on this page.

We want you to read these Terms of Service, therefore, they are written in such a way that they can be understood by everyone, without having knowledge about laws or knowing specific legal terms.

DMetaSoul offers a wide variety of products and services, so sometimes additional conditions or requirements can be applied that could replace, complete or modify these Terms of Service, and which will be informed in each specific case.

They were last updated on August 19, 2022.

If you've got any questions, send us an email to public-contact@dmetasoul.com, The following instrument consists of the terms and conditions governing your (Site(s) owner or employee) access to and use of DMetaSoul ("DMetaSoul ") therein available at: www.dmetasoul.com (the "WebSite ") and any other service via which DMetaSoul is made available or can be used, such as, but not limited to, DMetaSoul admin panel and scripts that are installed in Site(s).

This DMetaSoul Terms and Conditions ("Terms and Conditions") constitute a binding agreement between your Site(s) and DMetaSoul when you add DMetaSoul scripts on your Site(s), by clicking a box/link indicating your acceptance when you create an account on the "WebSite ", by downloading DMetaSoul app from a marketplace or online store, by continuing to use and/or utilize DMetaSoul in any way or manner you agree to abide by, or that you are bound, by these Terms and Conditions.

This is the legal agreement between us when it comes to using our apps and services. If you use DMetaSoul, you agree to these terms. If you don't agree with the terms, don't use DMetaSoul.

License Grant

Provided you are not in breach of this Terms and Conditions, DMetaSoul grants your Site(s) a limited, worldwide, non-exclusive, non-transferable and revocable license to install and use the DMetaSoul Service software within your Site(s), and to access recommendations and other services from the DMetaSoul. You agree to pay DMetaSoul for use of the DMetaSoul as specified on the WebSite. If the account becomes past due, in addition to such other remedies as it may have, DMetaSoul will be relieved of its obligation to perform services under this Terms and Conditions and the full amount of the fee will become due and payable. If either party commences any litigation arising from or relating to this agreement, the prevailing party will be entitled to recover its reasonable costs and attorneys fees, both at trial and on appeal.

What you can't do

- Mess with our security measures. Or those implemented by third parties.
- Mess with areas of our site, product, or systems that aren't open to the public.
- Trick people with fake elements on our website or service.
- Mess with the content on our website by uploading new content, creating new links, etc. That includes the use of automated scripts, spiders, robots, crawlers, data mining tools, or anything similar.
- Interfere with someone else's access to DMetaSoul. Stuff like sending a virus, overloading, flooding, spamming, and mail-bombing.
- Reproduce, duplicate, copy, sell, trade, resell, or exploit for any commercial reason any part of the service (including your own DMetaSoul account).

- Do stuff like vulnerability scanning, load testing, penetration tests, or bypassing our security measures.
- Use services that monitor the availability, performance, and functionality of DMetaSoul for benchmarking or anything else.

Warranties and Waiver of Liability

We offer our products and services with a level of competence and reasonable diligence. However, we can not offer guarantees regarding some aspects. DMetaSoul offers no warranties regarding the content of the products or services we provide, their specific features, reliability, availability or ability to meet your needs.

Some jurisdictions provide certain warranties of merchantability, suitability and non-compliance. To the extent permitted by law, DMetaSoul excludes all warranties.

The user is solely responsible for any infractions that may be incurred or any damages that may be caused by the use of our website. Neither DMetaSoul nor its partners, group companies, employees, representatives or their employees will be liable for loss of profits, loss of revenue, loss of data, financial losses or other types of damages due to the use or lack of availability of the products and services offered on this website.

Privacy and Personal Information

DMetaSoul uses cookies to identify users anonymously and associate them with their tastes and preferences. The aggregated and anonymous data we collect from your Site(s) may be used for various purposes, by way of example:

- Analyzing online trends, creating and sharing industry related reports to again share with the Site(s);
- Enhancing the quality of the services described in these Terms and Conditions;
- Customizing content of the Site(s) and the Site(s) ads (including but not limited to display ads, social media ads, banner ads and pop-ups on Site(s)) for individual users.

DMetaSoul may also collect and use Personal Information regarding the Site(s) and the users of the Site(s) to provide the services as described in this Terms and Conditions. The Personal Information we may collect from Site(s) will include, by way of example:

- E-mail address;
- Contact information (including, name, address, zip code, country, and phone number);
- Gender;

- User-specific and aggregate information on areas of the Site(s) accessed.

You are free to explore the WebSite without providing any information about yourself. When you download informative material(s) from the WebSite, DMetaSoul may request that you provide Personal Information about yourself. By providing Personal Information, you agree that DMetaSoul may use this information to occasionally send you newsletters and/or product related e-mails.

The Site(s) will be solely responsible for all personal and anonymous data, information and other content provided by, or collected or obtained from, them or any of their users, including, without limitation, all personally identifiable information relating to the Site(s) or any of the Site(s) users, customers, service providers, employees, contractors or agents. The Site(s) grant to DMetaSoul all necessary rights and licenses in necessary for DMetaSoul to provide the services under these Terms and Conditions.

YOU SHOULD NOT PROVIDE DMETASOUL WITH ANY ANONYMOUS OR PERSONALLY IDENTIFIABLE INFORMATION ABOUT YOUR USER OR YOUR SITE(S) UNLESS YOU WOULD LIKE THAT INFORMATION TO BE USED IN ACCORDANCE WITH THIS TERMS AND CONDITIONS.

By accepting this Terms and Conditions, you are authorizing us to collect, store and use in accordance with this Terms and Conditions any and all of this Personal Information that we collect or that is received from your Site(s) and you are agreeing that you are disclosing to us this Personal Information regarding the Site(s) and the users of the Site(s) in a manner that complies with this Terms and Condition and meets the following principles/requirements:

- Transparency: you shall notify individuals that their data shall be disclosed to and used by DMetaSoul as described in this Terms and Conditions;
- Consent: you shall obtain written consent for the disclosure to and use by DMetaSoul as described in this Terms and Conditions;
- Accountability: you shall provide a means for individuals to contact you regarding their Personal Information and to withdraw consent;
- Security: you shall provide a secure means in which to transfer personal information to DMetaSoul;
- Breaches: you shall agree to notify individuals of any breach of security or other unauthorized use or disclosure of their information by either you or DMetaSoul.

We do not process or use Personal Information that we collect or that is received from your Site(s) or from other third parties in a way that is incompatible with the purposes for which it was collected or received or subsequently authorized by you.

In any event, when DMetaSoul receives Personal Information, we will treat all such data with the utmost care. We will not sell, rent, or lease mailing lists or other customer data to others, and we will not make your personal information available to any unaffiliated parties, except to agents

and/or contractors who may use it on our behalf or in connection with their relationship with us (for example, we may use third parties to help us with sending personalized e-mails).

Information Security

The security of your information is important to us. We implement reasonable security measures to protect the security of your information both online and offline, and we are committed to the protection of customer information.

When we handle your sensitive information on the Internet we encrypt the transmission of that information using secure socket layer technology (“SSL”). When dealing with payment transactions, we process these through third party payment gateways (e.g., Stripe) and rely on their security systems.

No method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, while we strive to use commercially acceptable means to protect your information, we cannot guarantee that unauthorized access, hacking, data loss or other breaches will never occur. We will notify the person or entity from whom we obtain information in the event of unauthorized access or disclosure of such information. We will take reasonable steps to request that such person or entity, to the extent they are not the subject of that accessed or disclosed information, take steps to inform the subject.

If you have any questions about how we strive to keep your information secure, you can contact us at public-contact@dmetasoul.com,.

Service Uptime

DMetaSoul excludes any liability that may arise from interferences, omissions, interruptions, computer viruses, telephone breakdowns or disconnections in the operation of our website, caused by external issues.

Likewise, DMetaSoul also excludes any liability that could be caused by delays or blockages in the functioning of our website caused by deficiencies or overload of the server, as well as of damages caused by third parties through illegitimate intrusions beyond our control.

Although our website is always active, sometimes we will have to temporarily suspend, maybe without prior notice, accessibility to our website due to maintenance, repair, update or improvement operations. If you can not access a feature or you detect a bug in our website, please send us an email to public-contact@dmetasoul.com, and we will fix it as soon as possible.

I want to delete my account.

If you’ re on the Free plan, the account will stay active until you uninstall our app.

If you're on a paid plan, they automatically renew monthly or annually (depending on how you decided to pay). You can cancel the renewal via the account settings. If you cancel, the subscription you already paid for will continue until the end of the month/year.

You can delete your account any time uninstalling our app. This will cancel plan renewals. You might lose data if you decide to do this.

DMetaSoul can terminate this Terms and Conditions at any time without prior notice for any reason or no reason. Upon termination Site(s) right to use DMetaSoul ceases and we will remove the Site(s) account. We will not return the information we have collected and we may continue to use it in accordance with this Terms and Conditions.

Can DMetaSoul delete my account?

We have the right to suspend or delete your account if you breach these terms and conditions. We'll aim to give you 7 days notice, but we may delete it sooner if you break the law. You might lose data if your account gets deleted.

DMetaSoul IP

All the Intellectual Property Rights evidenced by or embodied in and/or attached/connected/related to the WebSite, including without derogation any underlying scripts, software, platforms, algorithms, technology, WebSite design, any information, services, texts, files, videos, various applications, social graphs, organization, structure, specifications, application "look and feel," navigation, features and related content that may be created in connection with the use of or registration to the WebSite and/or other proprietary materials ("Materials") are the property of DMetaSoul and/or its respective affiliates which retains all right, title and interest in connection therewith.

No transfer or grant of any rights is made or is to be implied by any provision of this Terms and Conditions or by any other provision contained in the WebSite with respect to the Materials or otherwise.

"Intellectual Property Rights" means worldwide (a) rights associated with works of authorship, designs and photography including copyrights; (b) trademarks, service marks, logos, trade names, trade dress and goodwill rights whether or not registered; (c) patents, patent applications and industrial designs; (d) rights analogous to those set forth herein and any other proprietary rights relating to intangible property; (e) divisions, continuations, renewals, reissues and extensions of the foregoing (as applicable) now existing or hereafter filed, issued, or acquired.

About these Terms of Service

DMetaSoul reserves the right to modify, expand or update at any time and without previous notification, the Terms of Service of our website or any specific Conditions of Use of any product or service offered. We recommend you to check them periodically.

If you do not accept the modified conditions of a product or service, you must stop using our website or close your account.

In case of conflict between these Terms of Service and other specific Conditions of Use, these Terms of Service shall prevail over the specific. In the event that a particular condition is not mandatory, the remaining Terms will not be affected.

These Terms govern the relationship between DMetaSoul and you, and do not generate any rights that may be a third party beneficiary.