

END USER LICENSE AGREEMENT – Dreams of Dali

January 23, 2018

GENERAL TERMS

1.1 Dreams of Dali

Please read this End User License Agreement (“Agreement”) carefully before downloading or using the application *Dreams of Dali* (“App”).

By downloading or using the App, you agree to be bound by the terms and conditions of this Agreement. If you do not agree to the terms of this Agreement, do not download or use the App.

This Agreement relates to all use of the App, licensed by Salvador Dali Museum, Inc. (The Dali) with registered address One Dali Blvd, St. Petersburg, FL 33701.

By using the App, the end-user accepts the terms and conditions described in this Agreement. The parties to this Agreement are Salvador Dali Museum, Inc. (The Dali) and its subsidiaries (hereby referred to as “we” or “us”) and the end-user (hereby referred to as “you”).

The App is a virtual reality experience, where a user can explore a re-imagined version of Salvador Dali’s painting “Archaeological Reminiscence of Millet’s ‘Angelus.’”

The App is free to use on the conditions in this Agreement.

A VR headset such as an Oculus Rift or an HTC Vive, and a supported adequate computer is required to use this App. (A linear version of the App is available to view on other VR devices such as Samsung Gear and Google Cardboard.)

1.2 Agreement documents

This Agreement consists of this End User License Agreement and the Privacy Policy. If conflict between the two arises, the End User License Agreement has precedence.

1.3 Age

By registering as a user of Oculus Store, Viveport, or Steam, you may download the App and thus accepting this Agreement, you confirm that you are at least 18 years of age. If you are under 18 years old, you must have permission from your parent or guardian to use the App. You are responsible to adhere to stricter applicable local law.

1.4 Revision of this Agreement

We may revise and alter the provisions of this Agreement at any time. Upon changes of considerable significance, we shall notify you of the change at least 30 days before the changes take effect, by posting an updated set of terms here. If you do not want to accept the revised Agreement, you may terminate the Agreement with immediate effect by uninstalling the App.

1.5 Oculus, Valve, Viveport, or Others

Please, be advised that Dreams of Dali is not in any way affiliated with either Oculus VR, LLC (“Oculus”), Valve Corporation (“Valve”), or HTC Corporation (“HTC”)

If you use the App on Oculus Home, Steam VR, or Viveport the following applies:

1. The App should be used in line with the respective Terms of Service of Oculus Home, Steam, and Viveport.
2. Both we and you acknowledge that Oculus, Valve, or HTC has no obligation to furnish any maintenance or support service with respect to the App.
3. Both we and you acknowledge that Oculus, Valve, or HTC bears no responsibility for any claims that the use of the App infringes the intellectual property rights of third parties.
4. Both we and you acknowledge and agree that Oculus, Valve, or HTC and their subsidiaries are third party beneficiaries of this Agreement and Oculus, Valve, or HTC will have the right (and will be deemed to have accepted the right) to enforce the Agreement against you as a third party beneficiary thereof.

2. SOFTWARE LICENCE AND PROPRIETARY RIGHTS

2.1 License

You acquire, upon installing the App, a personal, non-exclusive, non-transferable and revocable license to use the App in its current and future versions, solely for personal and non-commercial purposes, pursuant to the provisions of this Agreement.

2.2 Intellectual property rights

All intellectual property rights to the App and any related current and future functionality, products or services, as well as user accounts belong to The Dali. No one other than the Salvador Dali Museum, Inc. (The Dali) has the legal right to commercialize the intellectual properties within the App, including virtual currencies and in-app assets. Dreams of Dali is registered trademark of the Salvador Dali Museum, Inc. (The Dali).

3. PRIVACY

3.1 General privacy

We will not collect or use any personal data about you if you download or in other way use this App. We may collect anonymous usage analytics that have no ties to personal user data. Your personal data as a user of Oculus Home, Steam and Steam VR, or Viveport will be governed by the terms and conditions from Oculus, Valve, or HTC respectively and not this Agreement.

4. ACCEPTABLE USE OF THE APPLICATION

4.1 User responsibility

You commit to ensure that the App is only used as intended by us and pursuant to this Agreement. You shall not make any changes or additions to the App without a written agreement from The Dali. You may not use this for any public space installations or uses without obtaining written consent from The Dali.

4.2 Acceptable Use Policy

You may not use the App in a way prohibited by law, regulation, governmental order or decree; to violate the rights of others; to try to gain unauthorized access to or disrupt any service, device, data, account or network; to spam or distribute malware; in a way that could harm the App or impair anyone else's use of it; or in any application or situation where failure of the App could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage.

4.3 Rules of conduct

You may post and share content from the App. You agree, by using the App, not to upload, post, transmit or otherwise make available any content that is illegal, harmful, threatening, abusive, harassing, torturous, vulgar, hateful, racially, ethnically or otherwise offensive or discriminatory, obscene, pornographic, excessively violent or harmful to minors, defamatory, libellous or invasive of another's privacy or publicity rights, infringes any trade secret or intellectual property rights of any party, or contains software viruses or any other computer code, files or programs designed to destroy, interrupt or otherwise limit the functionality of any product or to provide users with an unfair advantage.

4.4 Hacking and modification of software

You hereby confirm that you will not engage in any sort of hacking, tampering, modifying or altering of the software. This applies regardless of the intention. Any breach of this obligation will result in termination in accordance with this Agreement.

5. MISCELLANEOUS

5.1 Warranty and claims

The App is delivered as it is (“as is”) with no warranty regarding functionality, support or availability.

5.2 Limitation of Liability

To the extent not prohibited by law, in no event shall The Dali be liable for personal injury, or any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses, arising out of or related to your use or inability to use the licensed application, however caused, regardless of the theory of liability (contract, tort or otherwise) and even if application provider has been advised of the possibility of such damages. Some jurisdictions do not allow the limitation of liability for personal injury, or of incidental or consequential damages, so this limitation may not apply to you.

5.3 Assignment

The Dali can assign our rights and/or obligations under this Agreement in whole or in part to a third party. Upon such assignment, you shall be notified through the App. You cannot assign your rights or obligations under this Agreement without the written consent from us.

5.4 Dispute resolution

This Agreement shall be construed in accordance with and be governed by the United States. You and we consent to jurisdiction in St. Petersburg, Florida.

5.5 Support

For information regarding support of the App, e-mail support@hfnelson.com