

## DBOARD TERMS OF SERVICE

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(Last Updated October 29, 2020)

### 1. Overview

Welcome to the [www.Dankboard.net](http://www.Dankboard.net) website and mobile application, provided to you by Dboard, a business operated from Israel. In these Terms, references to “you”, “your”, “user” are referred to you, and references to “[www.dankboard.net](http://www.dankboard.net)”, “Dboard”, “we” or “us” are referred to Dankboard.

Please also take a look on our Privacy Policy - [www.dankboard.net/privacy\\_policy.pdf](http://www.dankboard.net/privacy_policy.pdf).

This Dboard terms of service set forth the conditions on which we will provide the services offered by or originating from Dankboard.net (“Dboard”); you agree to these terms. Please read them carefully. Offered through the Site [www.Dankboard.net](http://www.Dankboard.net) (“the website and mobile application”). The contents and materials on this Website and mobile application are regulated through internet hosting standards and Data protection regulations. These Terms govern your use of the service, whether or not you are a registered user.

**WE ADVISE YOU TO READ THE TERMS CAREFULLY TO ENSURE THAT YOU ARE AWARE OF YOUR RIGHTS AND OBLIGATIONS. WE RESERVE THE RIGHT TO MAKE CHANGES TO THESE TERMS AT ANY TIME, OF WHICH WE WILL PROVIDE NOTICE ON THE SITE. YOUR CONTINUED USE OF OUR SERVICE THEREAFTER CONSTITUTES ACCEPTANCE OF SUCH CHANGES.**

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## **2. Who we Are**

The Sites are owned and operated by Dboard a business operated from Israel. The Dboard products includes an Android keyboard for searching and sending images, stickers, animated stickers and gifs directly to chats(or other apps that supports it). This content is referred to as memes.

You are solely responsible for your use of the service, your interaction with other users of the service and any content you post to the service, and for any consequences thereof. You agree that Dboard is not responsible or liable for the conduct of any user.

### **3. Legal Disclosure**

Please note that your access and use of the Website and mobile application is at your own risk. Dboard is not responsible for any type of loss or damage which you may sustain as a result of accessing and using the Website and mobile application. Dboard assumes no responsibility for the contents of any other website and mobile applications to which the Website and mobile application may have links, and if you access any such third-party linked sites, you do so at your own risk. Dboard' inclusion of links to such Website and mobile applications does not imply any endorsement by us of the materials on such sites. Dboard does not permit any third party to operate a link to the Website and mobile application, nor does it permit any third party to frame the Website and mobile application without obtaining Dboard' prior written consent.

Your use of the web site and mobile application is at your own risk and subject to all applicable national and international laws and regulations. Dboard have no responsibility for any information or services obtained by you on the Site. Dboard reserves the right to modify, supplement, move or delete portions of or add to the Website and mobile application at any time with or without notice.

### **4. Account Sign-in Or Sign-Up**

In order to access the Site, the user is required to signup for an account, (Account). **User Account:** When you create a user account, you will prompted to provide some certain personal data namely.

- First Name (Required)
- Last Name (Required)
- Email Address (Required)
- Profile picture (Optional)

Furthermore, the User Information, provided during time of registration will not be transferred or sold to another party except with your consent. The Users is responsible for maintaining the confidentiality of their account and password and for restricting access to their devices, which includes but is not limited to computers, mobile devices and/or any other device a substantial purpose of which is facilitating telephonic communication, but which also incorporates functionality that allows viewing of the Sites and its contents. The Users agrees to accept responsibility for all activities that occur under the Users's account or password.

Dboard reserves the right to refuse service, terminate accounts, remove or edit contents, and/or cancel orders in Dboard's sole discretion

## **5. Our Features and Services**

As a registered user of the Dboard Service and platform you will be able to upload edited images, contents, stickers or gifs from or within Dankboard.net or other third-party sites. When you upload any of these contents. You retain the rights to the contents and materials, you also decide whether to make the contents public for other user to search or make it private all these can be done within a user dashboard. Below are supported and accepted contents you are allowed to upload and post on the platform.

- Stickers received or sent through whatsapp. ( user is responsible for the stickers he posts on the platform, he must make sure he owns all rights to the stickers and not violate any copyright of any third-party including Whatsapp Inc.)
- Normal images from his library of images
- Stickers he created using the Dboard application.
- Gifs and animated stickers (Coming Soon)

We also support the browsing of images through a user account dashboard to search Google or GIPHY via an API for free usable images. Users acknowledge and agree, all images downloaded from third-party Website and mobile application or Website and mobile application such as Google or GIPHY are free of Copyright violation and comply to the terms of such third-party sites including their privacy policy. Dankboard.net will not be held liable for any contents originating from such Site.

## **6. Incorporated Rules And Policies**

By using the Services, you agree to let Dboard collect and use information as detailed in our Privacy Policy. If you're outside the Israeli Region, you consent to letting Dboard transfer, store, and process your information (including your personal information and content) in and out of Israel.

## **7. User Conduct**

In any content that you create or modify while using this Website, do not discriminate against any sect, commit or condone illegal acts, advertise, harass others, or otherwise make it less fun for other people. Dboard is a place to be creative and have fun! While Dboard highly values freedom of expression, please express your opinions in a way that is kind and respectful to all people of the world, or if stating your opinion does not follow these terms, please keep it to

yourself or post it elsewhere. Memes, comments, or other images whose sole purpose is to attack a person or group of people in a condemning and non-humorous way are subject to deletion, and the user account that posted such content is also subject to deletion. In particular, please be careful when authoring content around sensitive subjects such as politics, religion, and race.

## **8. Your Responsibility**

You agree that you will be liable to us for any damage, loss, claim, demand, liability or expense (including reasonable legal fees) that we may suffer or incur arising out of or in connection with your conduct on the Sites and/or your breach of these Terms of Use

## **9. Eligibility and Legal Capacity**

You must be at least 13 years of age to access or use our Website and mobile application. If you are using the Website and mobile application on behalf of a person or entity, you agree that you are authorized to accept these Terms on that person's behalf and that the person or entity agrees to be responsible to us if you or the person or entity violates these Terms.

## **10. Agreement Between The User and Dboard**

This Website and mobile application is offered by Dboard acting for itself and its associated companies, as a service to you, the 'User' on the following terms and conditions and any and all other notices, rules, guidelines and conditions stated elsewhere in the Web site, all of which are incorporated by reference (the "Terms" or the "Terms of Business"). In consideration of your use of the Web site, you agree that your use of this Web site and/or your acceptance without modification of the Terms constitutes your agreement to all such Terms. Unless explicitly stated, each new product or service we may add from time to time to the service shall be subject to the Terms.

If you do not agree with the Terms then you are not authorised to use this Website and mobile application.

## **11. Community Guidelines**

You may not post violent, nude, unlawful, pornographic, obscene or sexually suggestive photos, videos or other Content via the service.

You may not use the service to

- (i) attack or demean individuals or groups,
- (ii) engage in predatory behavior, stalking, harassment, bullying, abuse or intimidation,

- (iii) defame or impersonate people or entities or
- (iv) engage in other hostile, harmful, discriminatory, hateful or offensive speech.

You may not disclose personal, confidential or any non-public information via the service, including, without limitation, your or any other person's credit card information, social security or alternate national identity numbers or non-public addresses, phone numbers or email addresses. You may not use the service for any illegal activity or unauthorized purposes and must comply with all laws, rules, and regulations, including federal, state, and local and provincial, applicable to your use of the service and your Content, including but not limited to copyright and trademark laws. Violation of these Terms of Service, including the foregoing Community Guidelines or any other action that Dboard determines is harmful to the service or the use of the service by others may, in Dboard's sole discretion, result in removal of the violating Content and/or termination of your Dboard account

## **12. Submitting or Uploading materials to the Website and mobile application**

Whenever you make use of a feature that allows you to upload or submit material to the Website or mobile application, or to make contact with other users of the service, you must comply with the content standards set out below. You warrant that any such contribution does comply with those standards and you indemnify us for any breach of that warranty.

Any material you submit or upload as **\*Private\*** to Dboard will be considered Confidential And Private and be treated as such. When you submit or upload a material to Dboard as non private, it will be considered non-confidential and non-proprietary, and you grant us a non-exclusive, perpetual, royalty-free, worldwide licence to publish such material in any format, including without limitation print or electronic format and to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to [www.Dankboard.net](http://www.Dankboard.net) constitutes a violation of their intellectual property rights, or of their right to privacy or that it is defamatory of such person.

By uploading non-private content to Dboard, the user permits other users to edit the content using the editing tools that are provided by Dboard upon sharing it (only the shared copy is prohibited for editing). We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of the Website and mobile application.

Publication of any material you submit to us will be at our sole discretion and we reserve the right to make additions or deletions to the text or graphics such as adding the Dboard watermark, Trademark and logo to your contents or to refuse publication. We further reserve the right to remove any material or posting you make on the Website and mobile application if, in our sole

discretion, such material does not comply with the content standards set out in these terms. We reserves the right to remove any content created on Dboard (e.g. shots, comments, messages, avatars, etc.) for any reason whatsoever.

### **13. Content Standards**

These section describe the type of contents applicable to your use of the Dboard service and standards (as further described in the following Guidelines which are incorporated herein by reference) apply to each part of any contribution as well as to its whole.

Contributions must:

- Be accurate (where they state facts)
- Be genuinely held (where they state opinions)
- Be original to you
- Comply with any applicable law worldwide and in particular in the United States and in any country from which they are posted.

Contributions must not:

- Advocate, promote or assist any illegal activity of any kind;
- Be defamatory or any person or violate another person's privacy rights or otherwise contain unlawful material;
- Infringe any copyright, database right or trade mark of any other person or party;
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- Give the impression that they emanate or are endorsed by us, if this is not the case; and
- Falsely endorse a good or service.
- Defaming religions of others.

The area of the Website and mobile application where registered users can submit details of their contents is intended for individual users and not company or information.

### **14. Ownership of Your Content**

You represent and warrant that: (i) you own or otherwise have the right to grant the licenses set forth in the Content that you provide to and post on the Services, contribute to other users, or

provide for our services, and (ii) your Content does not violate the privacy rights, publicity rights, copyright rights, or other rights of any person or entity.

## **15. Copyright and Limited License**

Unless otherwise indicated, Dboard Services and all materials on the Website and mobile application, including, without limitation, the Dboard logo and all designs, text, graphics, pictures, videos, information, data, software, sound files and other files, and the selection and arrangement thereof, (collectively, the “Dboard Materials”) are the property of Dboard or our licensors and protected by the Israeli laws and international copyright laws.

Dboard grants you a limited, non-exclusive, and non-sub licensable license to access and use the Website and mobile application and Dboard Materials. However, such consent is subject to these Terms and does not include: (a) any resale or commercial use of the Services or the Dboard Materials. (b) The collection and use of any product listings, pictures, or descriptions. (c) the distribution, public performance or public display of any Dboard Materials; (d) modifying or otherwise making any derivative uses of the Services and the Dboard Materials, (e) use of any data mining, robots or similar data gathering or extraction methods; (f) downloading (other than the page caching) of any portion of the Services, the Dboard Materials or any information contained therein, except as expressly permitted on the Services; or (g) any use of the Services or the Dboard Materials other than for their intended purposes. Any use of the Services or the Dboard Materials other than as specifically authorized herein, without the prior written permission of Dboard, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms shall be conferred any license to intellectual property rights, whether by implication or otherwise. This license is revocable at any time.

## **16. Repeat Infringer Policy**

Following the Digital Millennium Copyright Act (“DMCA”) and other applicable law, Dboard has adopted a policy of terminating, in appropriate circumstances, and in Dboard’ sole discretion, users who are repeat infringers. Dboard may also, in our sole discretion, limit access to the Services if you infringe any intellectual property rights of others, whether or not there is any repeat infringement.

## **17. Copyright Complaints**



If you believe that anything on the Services infringes upon any copyright which you own or control, you may file a notification of such infringement with our Designated Agent as set forth below.

*For the requirements of a proper notification*

Name of Designated Agent:

Address:

Telephone Number:

Fax Number:

E-Mail Address: [dboard.app@gmail.com](mailto:dboard.app@gmail.com)

You must not knowingly misrepresent your information that the Material is infringing when it is not. You will be liable for any damages, including costs and attorneys' fees, incurred by us or the alleged infringer as the result of our relying upon such misrepresentation in removing or disabling access to the Material or activity claimed to be infringing.

### **18. Trademarks**

The Dboard logos, the slogan, and any other Dboard' product or service name or slogan contained on the Services are trademarks or watermarks of Dboard. They may not be copied, imitated, or used, in whole or in part, without the prior written permission of Dboard or the applicable trademark holder. You may not use any metatags or any other "hidden text" utilizing "Dboard" or any other name, trademark or product or service name of Dboard without our prior written permission. Also, the look and feel of the Services, including all page headers, custom graphics, button icons, and scripts, is the service mark, trademark or trade dress of Dboard and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names, and names or logos mentioned in the Services are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, and Dboard or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by us.

### **19. Our Hotlinking Policy**

If you embed or "hotlink" an image hosted on Dboard servers within another website, such as using the following markup `<img src='https://i.Dankboard.net/abcd.gif'/>` then you must include a hyperlink back to <https://Dankboard.net>, or the main image page on Dankboard.net (eg <https://Dankboard.net/i/abcd>). Same applies to other third party website, when you download or use any image or contents from third-party Site like Google, you will have to hotlinked such contents to show where the image or contents originates from.

If you download an image from third-party sites, it is preferred that you include a link to the page where you downloaded the image so that people will know how where the image originates from to make their own images from our generator as well. Since Dboard or the third-party Site does not currently charge you money for the bandwidth on your images, we think these link-backs are a reasonable request.

Images that are hotlinked and are not accompanied by one of the links mentioned above are subject to removal.

## 20. Acceptable Use

When you contribute, upload or otherwise provide User Content to the Sites, you agree to comply with the following Community Guidelines (“Rules”):

- **User Content must be yours.** All User Content must be original with you, not copied from someone else’s work, and you must have all rights in the User Content; OR, all persons who contributed in any way or have any rights to your User Content or otherwise appear in the User Content have given you permission to upload and distribute the User Content on the Sites and elsewhere.
- **No pictures or images of anyone but you and your friends and family.** If you choose to upload photos to the Sites, link to embedded videos, or include other images of real people, make sure they are of you or of you and someone you know but only with their express permission to post it.
- **Don’t upload third party materials.** Your User Content should not contain any visible logos, phrases or trademarks or other third party materials. Do not use any User Content that belongs to other people and pass it off as your own. This includes any content that you might have found elsewhere on the Internet.
- **Keep it relevant.** Your User Content should relate to the content on the Sites and should be intended to add to the discussion and community on the Sites.
- **Please follow codes of social decency.** Express yourself with non-offensive individual self-expression. Be respectful of others’ opinions and comments so we can continue to build a community for everyone to enjoy. If you think your User Content might offend someone, chances are it probably will and it doesn’t belong on the Sites. Cursing, flaming, harassing, stalking, posting insulting comments, personal attacks, gossip or similar actions are prohibited. Your User Content may not threaten, abuse or harm others. Your User Content may not include any negative comments that are connected to race, national origin, gender, sexual orientation or physical handicap or that are defamatory, slanderous, indecent, obscene, pornographic or sexually explicit.

- **Do not use the Sites for commercial purposes.** Your User Content may not advertise or promote a product or service except those provided on the Sites. You may not use your User Content to raise money for anyone or for a pyramid or other multi-tiered marketing scheme.
- **Do not upload User Content that is inappropriate or illegal.** Your User Content may not promote any illegal activity. If someone could go to jail for taking action suggested by your User Content, don't upload or post it. If you do upload or post User Content that is illegal or in violation of applicable law, we reserve the right to take action that we deem appropriate, in our sole discretion, including reporting you to the proper governmental authorities.
- **Be honest and do not misrepresent yourself or your User Content.** Do not impersonate any other person, user or company or upload or post User Content that you know is false, fraudulent, deceptive, inaccurate, misleading or that misrepresents your identity or affiliation with a person or company.
- **Don't share other people's personal information.** Your User Content may not reveal another person's address, phone number, e-mail address, credit card number or any information that may be used to track, contact, or impersonate that individual or that is extremely personal in nature.
- **Don't damage the Sites or anyone's computers.** User Content may not contain viruses, Trojan horses, spyware or any other technologies that could impact the operation of the Sites or any computer system.

In cases where you feel threatened or believe someone else is in danger, you should contact your local law enforcement agency immediately.

## **21. Mobile Software in our Services**

Dboard gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by Dboard as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Dboard, in the manner permitted by these terms. You may not copy, modify, distribute, sell, or lease any part of our Services or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission.

## **22. Cookies Notice**

Our Sites use cookies. Our cookies do not contain any personally identifiable information, but without them, some elements of our Sites may not function correctly. Cookies are a standard

feature of modern web browsers. They are small files that are stored in your web browser and used to make Website and mobile applications work efficiently.

Some of the cookies we use are essential for our Sites to function. To maximize your online experience, we enable cookies on the Site to help us understand how we can improve or analyze the success of promotions For more information about our cookies policy, please visit our cookies policy page.

### **23. Third-Party Content**

Dboard may provide third party content on the Services. They may contain links to web pages and content of third parties (collectively the “Third Party Content”) as a service to those interested in this information. Dboard does not control, endorse, or adopt any Third Party Content and makes no representation or warranties of any kind regarding the Third Party Content, including without limitation regarding its accuracy or completeness. You acknowledge and agree that Dboard is not responsible or liable in any manner for any Third Party Content and undertakes no responsibility to update or review any Third Party Content. Users use such Third Party Content at their own risk.

### **24. Anti – Spam Policy**

We do not accept any form of spamming on the web site or mobile application. Spamming includes posting links exclusively to your own content or monetization, posting malware links, posting irrelevant content, posting lengthy or irrelevant “coppypastas”, and anything else that is clearly a detriment to the Dankboard.net community.

### **25. Indemnification**

You agree to defend, indemnify, and hold harmless Dboard, our independent contractors, service providers, and consultants. From and against any claims, damages, costs, liabilities, and expenses arising out of or related to; (a) your use of the Services; (b) any User Content or Submissions you provide. (c) your violation of these Terms. (d) your violation of any rights of another, or (e) your conduct in connection with the Services.

### **26. Disclaimer of warranty**

Dboard provides the Services to you as is. You use them at your own risk and discretion. That means they don’t come with any warranty. None express, none implied. No implied warranty of merchantability, fitness for a particular purpose, availability, security, title or non-infringement.

BY ACCESSING OR USING A SITE YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE SITE.

### **27. Children's Privacy Policy**

Dboard respects the privacy of children, and we are committed to complying with the GDPR Children's Online Privacy Protection. This Children's Privacy Policy describes our practices concerning the collection of personal information from children under the age of 13. This Site does not knowingly collect, use, or disclose personal information from children under the age of 13 without prior parental consent, or do we provide Dboard services to children under 18 years of age except as permitted by the GDPR. However, we may provide our service to children under 13 years of age but in the supervision of a parental guardian.

### **28. No Reliance**

You should not solely rely on the Material but should instead seek other opinions before taking or failing to take any action, which could lead to injury, harm, death, or damage of any kind.

### **29. Local Regulations**

We make no representation that our service is available for use or permitted by law in any particular location. To the extent you choose to access our web site and mobile application, you do so at your own risk and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. You are responsible for complying with local laws, if and to the extent local laws are applicable. You expressly agree to comply with all applicable laws concerning the transmission of technical data exported from your country to Israel.

### **30. Data and Privacy**

By using Dboard, you agree to the collection, transfer, storage, and use of your personal information by Dboard as further described in our Privacy Notice. You and Dboard shall process personal data received under and in connection with this User Agreement, each as a separate and independent controller. In no event will Dboard and you process personal data under or in connection with this User Agreement as joint controllers or a controller-to-processor relationship. As such separate and independent controllers, you shall be individually and separately responsible for complying with the obligations that apply to you as a controller under applicable data protection law.

You shall comply with your obligations under applicable data protection law (including but not limited to the Regulation (EU) 2016/679 (EU General Data Protection Regulation "GDPR")) and supplementing EU and local data protection law. These include, but not limited to, an obligation

to provide appropriate safeguards for the transfer of personal data to a third country or an international organization. You shall process personal data received from Dboard exclusively for the purpose(s) you collected the personal data under or in connection with this User Agreement. You shall erase the personal data received under this User Agreement immediately after the particular purpose(s). Any further processing of the personal data is not permitted except when legally required (e.g., if a retention obligation applies).

Failure to abide by the obligations mentioned above may result in disciplinary action up to and including account suspension.

### **31. Reporting Violations**

While we are under no obligation to review Your Content, we reserve the right to do so at any time. We may report any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other relevant third parties. And we may cooperate with such authorities as they may request, all without liability to us.

### **32. Legal Agreement**

If any provision of these Terms of Use is held to be unlawful, invalid or unenforceable, that provision shall be deemed deleted from these Terms of Use and the validity and enforceability of the remaining provisions of these Terms of Use shall not be affected. These Terms of Use, together with our Privacy Policy and Cookies Policy, constitute the entire agreement between you and us relating to your access to and use of the Sites and supersede any prior agreements (including any previous terms of use of the Sites).

No failure or delay by us in exercising any right under these Terms of Use will operate as a waiver of that right nor will any single or partial exercise by us of any right preclude any further exercise of any right. These Terms of Use and your access to and use of the Sites shall be governed by and interpreted in accordance with the Israeli law.

You and we submits to the exclusive jurisdiction of the Israeli courts in connection with these Terms of Use and your access to and use of the Sites (including any claims or disputes).

### **33. Governing Law and Venue**

This Agreement shall be governed and construed in all respects by the laws of The Supreme Court of Israel and the required European Union GDPR Regulation. You agree that any claim or dispute you may have against must and be resolved by arbitration. You and Dboard both agree to submit to the non-exclusive jurisdiction of the Israeli Laws.

Any dispute arising from these Terms and your use of the Services will be subject to arbitration, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. Any dispute between the parties that is not subject to arbitration; hence it will be resolved by arbitration.

#### **34. Termination**

Dboard reserves the right, without notice and in our sole discretion, to terminate your license to use the Services, and to block or prevent your future access to, and use of, the Services.

#### **35. Severability**

If any provision of these Terms shall be deemed unlawful, void, or for any reason unenforceable. Then that provision shall not affect the validity and enforceability of the remaining provisions.

#### **36. Copyright License**

Copyright (c) 2020(s) Dboard Web site and Mobile application. Subject to the express provisions of these terms and conditions:

- We, together with our licensors, own and control all the copyright and other intellectual property rights in Dboard website and mobile application and the Material on our Site; and
- All the copyright and other intellectual property rights in the Dboard website and mobile application and the Material on our Site are reserved.

#### **37. Contact Us**

If you have any questions about these Terms & conditions, please contact us at E-mail: [dboard.app@gmail.com](mailto:dboard.app@gmail.com)