Terms of Service

DreamApply OÜ („**Provider**") shall supply DreamApply and Services to the Institution in accordance with the following terms and conditions.

1. **DEFINITIONS**

    1.1. Account – the central means of access to the non-public parts of DreamApply and for using the Services, which includes the user's personal profile and is used to identify the user as well as to provide the user with a set of administrative tools.

    1.2. Agreement – the legally binding contract between the Institution and the Provider for using DreamApply and any Services. The Agreement consists of these General Terms, Service Level Agreement (Annex 1), Data Processing Agreement (Annex 2) and other agreements if applicable. An integral part of the Agreement is the information provided by the Provider when sending the Quote/Price Offer/Order notices to the Institution.

    1.3. Applicant – a natural person who goes through the admission process by applying to study at an Institution using DreamApply.

    1.4. Confidential Information – any information relating to a Party that a Party receives in connection with concluding the Agreement or using DreamApply or Services and (a) that is marked, or at the time of disclosure is otherwise designated, as being confidential or (b) that would be regarded as confidential or commercially sensitive by a reasonable business person; without prejudice to the above, information concerning: (a) non-public parts of DreamApply and Services, including computer programs, methods of processing, program design and structure of DreamApply and the interaction and unique programming techniques it employs; (b) all information or data concerning the discovery, invention, research, improvement, development, manufacture, or sale of DreamApply and Services; (c) the Provider's financial data (including prices, sales costs, net income, profits, pricing methods etc); (d) the Provider's business operations and processes (including the structure of the organisation, type of personnel, working methods, information systems used etc); (e) any information obtained through access to the DreamApply, which, if not otherwise described above and is of such a nature that a reasonable person would believe it to be confidential or proprietary; and (f) other valuable trade secrets and know-how, which is proprietary and confidential property of the Provider, including unique knowledge, experience, skills and competence about DreamApply and Services, which have actual or potential commercial value because it is not known

to third persons. The following shall not be considered Confidential Information: (a) any information which is or in future comes into the public domain (unless a result of the breach of the Agreement); (b) any information which is already known to the receiving party and which was not subject to any obligation of confidence before it was disclosed to the receiving party by disclosing party; (c) is disclosed to the receiving party by a third party who did not obtain such Confidential Information, directly or indirectly, from the disclosing party; or (d) was independently developed (by personnel having no access to Confidential Information) by the receiving party as proven by the records of the receiving party at least in a format which can be reproduced in writing (e.g. e-mail, chat etc).

1.5.   Estonian CPI – the annual increase in percentage points (or fraction thereof) of the official Consumer Price Index available at https://stat.ee/en/find-statistics/statistics-theme/finance/prices/consumer-price-index.

1.6.   Development – development of additional features or functionality to DreamApply or the Services, integration of DreamApply with third-party systems or technologies, and customisation of DreamApply for the Institution's needs, and requirements agreed between the Parties.

1.7.   DreamApply – an integrated software solution for filing and managing applications by Institutions operating in their professional activity. DreamApply includes the DreamApply website at https://www.dreamapply.com, its sub-domains and domains with identical names under other top domains, also the website dream-agreement.eu as well as all web documents (including images, PHP and HTML files), software, hardware, databases, interfaces, connected media, documentation, applications, updates, version upgrades, and other related components or materials that make up or contribute to the features and functionality of DreamApply, including any data, documents, works and other materials added by the Provider.

1.8.   General Terms – all the terms and conditions contained herein, as well in Service Level Agreement and Data Processing Agreement and all other operating rules, policies, established good practice, guidelines, and procedures that may be published from time to time via DreamApply and the website dream-agreement.eu as or otherwise made available on or through the Services, as well as any of their future modifications.

1.9.   Service Start Date – the date when the Agreement enters into force as specified in the Quote/Price Offer/Order or agreed upon between the Parties.

1.10.   Institution – a university or other organisation that uses DreamApply to receive and manage applications from students or potential applicants.

1.11.   Party or Parties – Institution or the Provider individually or collectively.

1.12.   Provider – DreamApply OÜ, a limited liability company established in Estonia that owns and operates DreamApply and offers Services.

1.13.   Services – any services provided or made available by the Provider via DreamApply or relating thereto.

1.14.   Support – additional services provided to the Institution by the Provider, such as but not limited to supporting DreamApply configuration, administrative support, auditing, training, consultations, processes mapping and optimization.

1.15.   User Content - any data, documents, works and other materials added to the DreamApply by Applicant and/or Institution.

1.16.   Quote/Price Offer/Order – an offer sent by Provider, on the basis of which the Institution can confirm the subscription to DreamApply and Services.

2.   GENERAL

2.1.   The Provider's mission is to provide a seamless application experience for Applicants and increase the efficiency of recruitment, admissions and marking processes for Institutions. In order to fulfil that mission, the Provider has developed DreamApply, which enables a variety of high-quality services for the education sector.

2.2.   The Provider shall provide the Institution with access to DreamApply and Services and the Institution shall pay for the access to DreamApply and Services in accordance with the terms and conditions set out in the Quote/Price Offer/Order and any other terms and conditions that the Provider has herein made available to the Institution.

2.3.   The Agreement shall be deemed to be concluded in accordance with the instructions indicated in the Quote/Price Offer/Order. In the event of a discrepancy between the Quote/Price Offer/Order, the Parties shall consider the last notice sent by the Provider to be valid.

3.   PROVISION OF SERVICES

3.1.   Configuration of DreamApply

3.1.1.   If not agreed otherwise the Institution shall configure, test and implement DreamApply itself ("set-up") and take full responsibility for the outcome.

3.1.2. The Institution has also the possibility to order configuration and/or help with configuration from the Provider which shall be agreed upon separately.

3.1.3. Upon delivery of the configuration (set-up) from the Provider, the Provider has the right to first recommend an audit based on what the system shall be configured and processes mapped and optimised. The cost of the audit shall be borne by the Institution.

3.1.4. Upon delivery of the configuration (set-up) from the Provider, the Institution shall have 30 (thirty) calendar days to inspect the configuration. The configuration is deemed to have been accepted by the Institution if either (a) no complaints are filed within the inspection period; (b) the Institution confirms acceptance at least in a format which can be reproduced in writing (e.g. e-mail, chat etc); or (c) the Institution actively starts using DreamApply or Services.

3.2. Support

3.2.1. The Provider shall provide the Institution with technical assistance and consultation regarding the DreamApply ("**Support**"). Support includes but is not limited to reacting to and repairing errors as well as providing fixes and upgrades in accordance with the current Service Level Agreement.

3.2.2. The Provider offers Support to the Institution and not the Applicants. The Institution shall provide support to the Applicants.

3.2.3. The Provider may provide Support to the Applicants under a separate agreement between the Parties.

3.2.4. The Institution may request additional support services (e.g., manual data insert). In the event the Provider accepts the request, the Institution shall provide correct, validated and up-to-date data. The Provider follows the instructions provided by the Institution and performs the requested tasks with a standard that is reasonably expected in the performance of such services. The Institution is responsible for the accuracy of the underlying data.

3.3. Training

3.3.1. The Provider shall provide training to the Institution in the scope set out in the Quote/Price Offer/Order.

3.3.2. Should the Institution require training in a volume exceeding the scope set out in the Quote/Price Offer/Order, the Institution has the possibility to order such training from the Provider. The contents, schedule, trainers, materials, as well as fees and expenses related

to training, will, in this case, be agreed upon between the Parties separately within a reasonable time in advance.

3.4. Development

3.4.1. By default, the DreamApply is provided as Software as a Service (SaaS) and is delivered "as is" without the promise to add any Institution-specific customized features. If agreed upon between the Parties the Institution may order from the Provider the development of additional features or functionality to DreamApply or the Services, to integrate the DreamApply with third-party systems or technologies, and customise DreamApply for the Institution's needs and requirements („**Development**").

3.4.2. Provided that Parties have agreed to the Development the Institution shall describe the desired outcome and functionality of the Development to the Provider in as much detail as possible. The Provider shall respond to the request for a Development and retains the right to decline the request for Developments at its own discretion.

3.4.3. If the Provider accepts the request for Development, the Provider shall provide the Institution with a price offer. If the Institution agrees with the price offer then the Institution has to confirm the price offer in writing or in a format which can be reproduced in writing. The confirmation is considered to be a consent to start the Development and shall be deemed to incorporate the provisions of the Agreement and shall be subject to such. In case the Development exceeds the scope or volume anticipated whilst making the price offer for the Development, the Provider shall inform the Institution, and provide the reasoning and new cost estimate within a reasonable time.

3.4.4. At any time whilst working on the Development, if necessary and reasonable, but no later than until acceptance of the completed Developments, either Party may request to change the terms of the Development. The changes to the terms shall be negotiated by both Parties.

3.4.5. Upon delivery from the Provider, the Institution shall have 14 (fourteen) calendar days to inspect the Development. The Development is deemed to have been accepted by the Institution, if (a) no complaints are filed within the inspection period; (b) the Institution confirms acceptance at least in a format which can be reproduced in writing (e.g. e-mail, chat etc); or (c) the Institution actively starts using the Development.

3.5.   Additional costs regarding instructions given by the Institution

    3.5.1.   In case the instructions given by the Institution will generate extra work and expense to the Provider, the Provider will notify the Institution of it and will provide an estimated cost as well as issue with an invoice based on the standard fees provided in the Quote/Price Offer/Order.

4.   CONDITIONS OF USE

4.1.   Subject to all limitations and restrictions contained herein, the Provider grants the Institution a non-exclusive and non-transferable subscription right to access and use DreamApply and Services.

4.2.   The Institution understands and agrees that Provider uses third-party vendors and hosting partners to provide the necessary hardware, software, networking, storage and related technology required to run DreamApply and Services.

4.3.   The Institution may not sell, modify, re-use, re-sell, distribute, reproduce or make any other use of DreamApply or Services.

4.4.   The Institution may not reverse engineer, decompile or disassemble DreamApply and Services or modify another website so as to falsely imply that it is associated with DreamApply or Services. The Institution must not compile or directly or indirectly allow or cause a third party to reverse assemble or reverse compile the whole or any part of the software or any products supplied as a part of the DreamApply platform or attempt to reconstruct, reproduce, make available or modify any source code or underlying ideas, design, texts or algorithms of all or any portion of the DreamApply platform. In the case of breach of this clause, the Institution shall pay an initial civil penalty equal to 5 times the annual subscription fee paid by the Institution.

4.5.   No ownership or exclusive copyrights to DreamApply or Services are granted to the Institution through the use of DreamApply or Services.

4.6.   The Institution understands that Provider reserves the right to monitor the use of DreamApply or Services by using own or third party provided tools.

4.7.   Provider has the right (but not the obligation) in its sole discretion to refuse or remove any content that is available via DreamApply or Services.

4.8.   The Institution understands that Provider reserves the right to suspend or terminate the Institution's use of the DreamApply or Services if the Institution violates these General Terms.

4.9.   The Provider strives to constantly innovate and make every reasonable effort to improve and enhance the technical structure, security, availability,

content, features and functionality of DreamApply, to keep it up to date with the latest technologies and to introduce new Services to meet the Institutions' needs. For these purposes, the Provider hereby reserves the right to modify the DreamApply and Services from time to time. Information related to all changes, adjustments, improvements and deletions is published by the provider on the following website: http://dream-group.github.io/dream-issues/index.html. If the Institution does not accept the change(s), it should notify the Provider no later than the 30 (thirty) calendar date, after publishing the information and the Agreement will terminate thereafter. Continued use of DreamApply and Services, or any element thereof, after the end of the 30 (thirty) calendar days period constitutes binding acceptance of such changes.

4.10. API version lifecycle and sunsetting

   4.10.1. Provider reserves the right to modify, replace, upgrade, or discontinue support for any version of its API at any time. Provider shall provide the Institution with at least one hundred eighty (180) days notice prior to the scheduled sunset date of any legacy version. Where Provider changes the default API version (the version applied when the Institution does not explicitly specify a version in the request), we shall provide the Institution with at least ninety (90) days notice before such change takes effect.

   4.10.2. The Institution is solely responsible for migrating all integrations and ensuring that their systems are fully compatible with a supported API version before the sunset date. Following the sunset date, the legacy version may be decommissioned immediately without further notice. The Institution's continued use and successful function of the API Service is contingent upon the timely completion of this required migration, and the Provider cannot be held responsible for any service interruptions or degradation that occur due to the Institution's delay or failure to complete the migration.

   4.10.3. The Institution may submit a written request to the Provider if additional time is required for migration. We will consider such requests on a case-by-case basis; however, submission of a request does not automatically extend the sunset date.

4.11. The Provider wishes to offer the best user experience with DreamApply and the Services. For maximising the user experience, the recommended technical requirements should be followed. The recommended technical requirements are available as a separate document ("**Technical Specifications**") and will be issued upon the institution's request. The

Institution is aware that if the Technical Specifications are not met, the content, features and functionality of DreamApply and Services may be limited.

5. ACCOUNT

5.1. In order to use the full content, features and functionality of the public and non-public parts of DreamApply and Services, the user needs to create an Account. Each Account is personalised to a specific individual and may not be shared between multiple users. An Account is valid until the termination of the Agreement.

5.2. The access rights related to an Account will be determined by the Institution.

5.3. The number of Accounts established for an Institution is stipulated in the Quote/Price Offer/Order. The Institution shall be responsible for the administration and use of the Accounts at its own responsibility and discretion. The Institution is responsible for properly safeguarding the credentials (username, password, email address, security questions etc) of the Accounts and cover any damages that may be incurred due to the unauthorised disclosure, use and distribution of said credentials.

5.4. The Institution shall immediately notify the Provider of (a) any abuse of an Account; (b) the loss of the credentials to an Account (username, password, email address, security questions etc); and (c) the unauthorised disclosure, use and distribution of said credentials by or to third parties.

5.5. The user shall immediately notify the Institution of a change in position, resignation or any other reason why a user no longer has the right to use DreamApply or the Services on behalf of the Institution. Upon such notification, the Institution shall renew the credentials to the respective Account, take other reasonable measures to protect the Account or delete it.

5.6. The Institution is responsible for deciding and making available functionalities and/or access rights and/or API key capabilities of DreamApply to its employees, service providers and/or third parties.

6. INTELLECTUAL PROPERTY

6.1. DreamApply and Services, as well as any of its content, features and functionality, and any parts and elements thereof are or may be protected by copyright, trademark, design, patent, trade secret and other intellectual property or other proprietary rights ("IPR") under applicable laws. All IPR and any other rights, title and interest in and to DreamApply and the

Services are owned by the Provider, its employees, its contractual partners and/or third parties. The Institution's use of DreamApply and the Services does not grant the Institution any IPR or any other rights, title or interest therein or related thereto, except as expressly agreed otherwise in the Agreement.

6.2.   For the avoidance of doubt, the ownership of Developments shall belong to Provider.

6.3.   The Institution may use DreamApply and the Services only for the purposes for which they were created and to the extent, they were legally made available to the Institution. Upon prior consent from the Provider, the Institution may get access to the Provider's non-public application programming interface ("API") to make DreamApply interoperable with the Institution's systems or those of third parties in order to facilitate the processing of user content.

6.4.   The Institution grants Provider the permission to use the name of the Institution in its materials to indicate that the Institution is its client.

6.5.   User Content and any parts and elements thereof are or may be protected by IPR under applicable laws. The Institution retains all IPR and any other rights, titles and interests in and to the User Content. The Provider may not use User Content for any purposes other than those expressly agreed in the Agreement. By submitting User Content on DreamApply platform or the Services (i.e. photos, logos), the Institution grants the Provider a worldwide, non-exclusive, free of charge, sub-licensable, and transferable licence to copy, modify, distribute, process, translate, make extracts of, transmit, add to compilations or databases, make available to the public, publicly display, make additions to or create derivatives of and otherwise use User Content to perform its rights and obligations under the Agreement, i.e. first and foremost provide the Institution with the DreamApply and the Services (e.g. hosting User Content, offering customer support, conducting maintenance of the DreamApply, researching or diagnosing technical issues with the DreamApply, provisioning hardware resources etc). This licence is valid until User Content and its back-ups have been removed from the DreamApply.

6.6.   Institution is solely responsible for making sure that:

6.6.1.   it owns all IPR and any other rights, title and interest in User Content it has uploaded (or provided to be uploaded) or has obtained the respective permissions and authorizations from the respective third-party owners before submitting it to Provider through the DreamApply or the Services for the purposes described in the Agreement;

6.6.2. User Content it has uploaded (or provided to be uploaded) is in compliance with all applicable laws and regulations, e.g. it is not offensive, threatening, abusive, harassing, tortuous, defamatory, vulgar, pornographic, obscene, invasive of another's privacy, defamatory, hateful or otherwise unlawful;

6.6.3. User Content it has uploaded (or provided to be uploaded) does not require obtaining a licence from or paying any fees and/or royalties by the Provider to any third party for the performance of DreamApply or any Services;

6.6.4. User Content it has uploaded (or provided to be uploaded) is not harmful (for example viruses,worms and other destructive codes) and does not contain any programs that overload or interfere with the work of the DreamApply or distort the User Content of other users.

6.7. When using the DreamApply and Services, the Institution may be exposed to User Content of other users from a variety of sources. The Provider does not endorse, nor is it responsible for the accuracy, usefulness, lawfulness, or IPR and any other rights, title and interest in or relating to suchUser Content. The Institution acknowledges that the Provider cannot and does not review, pre-screen, monitor or filter User Content.

7. FEES AND PAYMENT

7.1. The fees for the provision of DreamApply and Services are stipulated in the Quote/Price Offer/Order.

7.2. Support services exceeding the scope provided in the Quote/Price Offer/Order, will be charged based on an hourly fee agreed upon between the Parties or made available for the Institution in Quote/Price Offer/Order. The Provider shall track the time spent on the additional Support services and the time tracker reports will be the basis for the invoicing for the additional Support services.

7.3. The fees for further Development exceeding the scope provided in the Quote/Price Offer/Order will be agreed upon separately between the Parties.

7.4. Exceeding the limits set in the Quote/Price Offer/Order (ex. storage limit, the volume of applications, etc) will incur an additional fee. The Provider will notify the Institution in case one of the limits has been exceeded. If the Quote/Price Offer/Order stipulates a specific limit that is covered by the fee, the difference between the final number of applications and the maximum number of applications stipulated in the Quote/Price Offer/Order will not result in an increase in the maximum number of applications for

the following year(s) nor will it decrease the fees stipulated in the Quote/Price Offer/Order.

7.5. Any amount owed by the Institution to the Provider hereunder which is not paid by the Institution on its due date, shall bear an additional 0,05% interest per day. This rate applies to any period after a judgement as well as before a judgement. In addition, the Provider has the right to invoice the Institution 50 euros for claim debt recovery costs on late payments.

7.6. Except as otherwise provided for herein or agreed by the Parties in writing, there are no refunds of any fees or other amounts paid by the Institution in connection with the provision of DreamApply and/or the Services.

7.7. The fees for the Services to be purchased from Provider under the Agreement shall be as set forth in each Quote/Price Offer/Order. All fees shall remain unchanged for a period of one (1) year following the Service Start Date. Thereafter, the Provider may increase such fees once annually based on the CPI effective on the annual anniversary of the Service Start Date provided that annual increases shall not carry forward from one year to the next, meaning that if the Provider elects not to increase the fees in one year by the full amount allowed hereunder, Provider shall not have the right to carry forward such "unused" increase into subsequent years. If requested by Institution, a Provider's chief financial officer (or another authorized financial representative) shall certify Provider's compliance with the terms of the preceding subsection in writing by email to Institution, and Provider shall promptly provide to Institution documentation substantiating Provider's CPI calculations.

8. DATA PROTECTION

8.1. Personal data processing is carried out according to the standard Data Processing Agreement available at https://dreamapply.com/data-processing-agreement.

8.2. The Institution is responsible for creating and updating privacy and cookie notices according to the binding international and national laws (of the country of the Institution) and the Institution´s practice. The Institution shall inform the Provider about the Provider's additional obligations arising from the national law (of the country of the Institution).

9. SPECIAL TERMS OF SERVICE FOR DreamID

9.1. DreamID is part of DreamApply platform. DreamID raises the level of information security of DreamApply for Applicants and Institutions.

9.2.   DreamID is mandatory for Applicants while applying to any Institution which uses DreamApply platform.

9.3.   Related to personal data processing in DreamID, the Provider acts as a data controller as defined in European Union General Data Protection Regulation (GDPR).

10.   CONFIDENTIAL INFORMATION

10.1.   The Parties shall not disclose the Confidential Information of the other party to third persons. A Party may disclose the Confidential Information: (1) if required under laws and regulations or by public authorities (2) to its advisors, accountants, and other professionals; (3) if the other Party has consented to such disclosure.

11.   DISCLAIMER OF WARRANTIES

11.1.   DreamApply and Services are provided on an "as is" and "as available" basis, without warranty of any kind. Without limiting this, Provider expressly disclaims all warranties, whether express, implied or statutory, regarding the DreamApply and Services, including without limitation any warranty of merchantability, fitness for a particular purpose, title, security, accuracy and noninfringement.

11.2.   Provider does not warrant that DreamApply or Services will meet the Institution's requirements; that DreamApply or Services will be uninterrupted, timely, secure, or error-free; that the information provided or obtained through the use of DreamApply or Services is accurate, reliable or correct; that any defects or errors will be corrected; that DreamApply or Services will be available at any particular time or location; or that DreamApply or Services are free of viruses or other harmful components. The Institution assumes full responsibility and risk of loss resulting from the use of the DreamApply or Services.

12.   LIMITATION OF LIABILITY

12.1.   The Provider's liability under the Agreement is limited to direct damages only. To the maximum extent permitted by applicable laws and regulations, the Provider is not liable to the Institution or any third party for the loss of profit, use, goodwill, or data, or for any incidental, indirect, special, consequential or exemplary damages, however arising, that result from:

12.1.1.   the use or inability to use DreamApply or Services;

12.1.2.   any modification, price change, suspension or discontinuance of DreamApply or Services;

12.1.3.   DreamApply or Services generally or the software or systems that make DreamApply or Services available;

12.1.4.   unauthorized access to or alterations of transmissions or data;

12.1.5.   statements or conduct of any third party on DreamApply or Services;

12.1.6.   failures and shortcomings in the Institute's devices or systems or those of third parties, which influence the functioning and/or availability of the DreamApply and/or Services;

12.1.7.   use, failures and shortcomings of third-party websites that are linked from the DreamApply website or that link to the DreamApply website;

12.1.8.   any other user interactions that the Institution inputs or receives through the use of DreamApply or Services; or any other matter relating to DreamApply and/or Services;

12.1.9.   processing of User Content (excluding Personal Data) by third parties to whom DreamApply has transmitted it with Institution's consent;

12.1.10.   delays, interruptions, or failures in the use of the DreamApply or Services due to planned maintenance works that the Provider has duly notified Institution in advance

12.1.11.   the Provider's use of legal remedies under the Agreement and/or applicable laws and regulations, even if it results in loss, damage or harm to Institution or other third-party users;

12.1.12.   specific instructions are given by the Institution for providing the DreamApply or Services;

12.1.13.   in relation to incorrect information given by the Institution.

12.2.   Provider's liability is limited whether or not Provider has been informed of the possibility of such damages and even if a remedy set forth in the Agreement is found to have failed its essential purpose. The Provider will have no liability for any failure or delay due to matters beyond its reasonable control including the misleading instructions and data given by the Institution. However, the maximum liability of the Provider is limited to the amount that is equal to the 50% of the fee paid by the Institution to Provider out of the annual fee preceding the event resulting in the Provider's liability.

13.   RELEASE AND INDEMNIFICATION

13.1.   The Institution shall indemnify, defend, and hold Provider and its employees, service providers and agents harmless from and against any and all claims, liabilities, and expenses, including attorneys' fees, arising

out of the Institution's use of DreamApply or Services, including but not limited to the Institution's violation of the Agreement, provided that Provider (1) promptly gives the Institution written notice of the claim, demand, suit or proceeding; (2) gives the Institution sole control of the defence and settlement of the claim, demand, suit or proceeding (provided that the Institution may not settle any claim, demand, suit or proceeding unless the settlement unconditionally releases Provider and/or its employees, service providers and agents as the case may be of all liability); and (3) provides to the Institution all reasonable assistance, at the Institution's expense.

14. MODIFICATION OF GENERAL TERMS

14.1. The Provider reserves the right to modify, add to or remove portions from the General Terms at its sole discretion due to the following reasons: (a) changes in applicable laws and regulations and changes in their interpretation; (b) material changes in the DreamApply or Services, including the introduction of new Services; (c) material changes in the structure, work procedures or ownership of the Provider; (d) occurrence of Force Majeure; (e) constant complaints from users; (f) technological developments and the emergence of new technologies that enable the enhancement, further security and other improvements of the DreamApply and provision of Services; (g) enforcement of court decisions or administrative acts; (h) other unforeseen circumstances under which amendment of the Agreement is reasonably justified or that could not have been considered by the Provider upon conclusion of the Agreement.

14.2. The Provider shall notify the Institution of any material changes in the General Terms 2 (two) months before the Service Start Date of such change. If the Institution does not accept the change, the Institution should notify the Provider thereof before the end of the 2 (two) months period, and the Institution's use of DreamApply or Services will terminate thereafter. The Institution's continued use of DreamApply or Services, or any part or element thereof, after the end of the 2 (two) months period constitutes the Institution's binding acceptance of such changes.

15. TERM AND TERMINATION

15.1. The Institution may terminate its use of DreamApply and Services by giving the Provider a prior written notice thereof of at least 1 (one) year unless specified otherwise in the Quote/Price Offer/Order.

15.2. The Provider may terminate the provision of Dream Apply and Services by giving the Institution prior written notice thereof of at least 1 (one) year unless specified otherwise in the Quote/Price Offer/Order.

15.3. The Provider may terminate the provision of DreamApply and Services without prior notice if the Institution is in breach of the Agreement.

16. MISCELLANEOUS

16.1. If any provision of the Agreement is illegal and unenforceable in whole or in part, the remainder of the Agreement shall remain enforceable to the extent permitted by law.

16.2. Unless expressly agreed otherwise between the Parties, Services shall be provided and all communication between the Parties shall be conducted in English.

16.3. The Agreement is governed by and construed in accordance with the laws of Estonia, without regard to the conflicts of law provisions therein.

16.4. Any dispute arising out of or in connection with the Agreement, including any question regarding its existence, validity or termination, shall be resolved mutually and in good faith by the Parties. Any dispute arising from this Agreement which is not settled by direct negotiations of the Parties shall be settled in Harju County Court Tallinn courthouse as a court of the first instance.

Annexes:

Annex 1 – SLA (https://dreamapply.com/service-level-agreement)
Annex 2 – DPA (https://dreamapply.com/data-processing-agreement)
Annex 3 – Terms of Service for Similarity Check Services
(https://www.dreamapply.com/similarity-check-services-terms) (Optional)
Annex 4 – AI Highlighter Special Terms
(https://www.dreamapply.com/ai-highlighter-terms) (Optional)