

Terms and Conditions of BG's Dream Factory

Welcome to the Terms & Conditions page of BG's Dream Factory. This document will help you understand how you can use our services and what you can expect from us.

Latest update: 27 June 2025

[Back to overview](#)

Table of contents

- [Introduction](#)

-

Introduction

These Terms govern

- the use of BG's Dream Factory, and,
- any other related Agreement or legal relationship with the Owner

in a legally binding way. Capitalised words are defined in the relevant dedicated section of this document.

The User must read this document carefully.

Any other contract or agreement entered into between the Owner and the Sellers shall always prevail over the provisions of these Terms. Therefore, in such cases, these Terms shall apply only residually and in accordance with applicable provisions in such agreements or contracts.

Although the entire contractual relationship relating to these Products is entered into solely by the Owner and Users, Users acknowledge and agree that, where BG's Dream Factory has been provided to them via the Apple App Store, Apple may enforce these Terms as a third-party beneficiary.

BG's Dream Factory is provided by:

BGS DREAM FACTORY LTD (71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ)

BGS DREAM FACTORY OÜ (Harju maakond, Tallinn, Kesklinna linnaosa, Ahtri tn 12, 15551)

Owner contact email: support@df.limited

"BG's Dream Factory" refers to

- this website, including its subdomains and any other website through which the Owner makes its Service available;
- applications for mobile, tablet and other smart device systems;
- the Application Program Interfaces (API);
- the Service;
- any applications, sample and content files, source code, scripts, instruction sets or software included as part of the Service, as well as any related documentation;

The following documents are incorporated by reference into these Terms:

- [End-user license agreement](#)

What the User should know at a glance

- Minors may access BG's Dream Factory and use its Service only under parental or adult supervision.
- Please note that some provisions in these Terms may only apply to certain categories of Users. In particular, certain provisions may only apply to Consumers or to those Users that do not qualify as Consumers. Such limitations are always explicitly mentioned within each affected clause. In the absence of any such mention, clauses apply to all Users.

- The right of withdrawal only applies to European Consumers.
- BG's Dream Factory automatically extends Product subscriptions. Information about the a) extension period, b) termination details and c) termination notice can be found in the relevant section of these Terms.

How BG's Dream Factory works

Intermediation

BG's Dream Factory merely allows Users to connect to and interact with third parties. The Owner therefore is not directly involved in any such interaction nor does it intermediate, participate in or benefit economically from any contract or transaction which occurs as a consequence of such interactions.

Without prejudice to its role as a mere technical intermediary as described above, the Owner may provide additional services to either party of such interaction, such as providing packaging, shipping or facilitating dispute resolution.

BG's Dream Factory merely serves as a technical infrastructure or platform to allow Users to interact with each other. The Owner therefore is not directly involved in any such interactions between Users.

These Terms only apply to the described usage of BG's Dream Factory as a platform.

Terms, conditions and any other provision applying specifically to transactions between Buyers and Sellers are specified by each Seller.

By accepting the Terms, Users fully and unconditionally release and forever discharge the Owner, its officers, directors, employees and agents from any and all claims, demands and damages (actual or consequential, direct or indirect), whether now known or unknown, of every kind and nature relating to, arising out of or in any way connected with:

- disputes between Users, or any other person or entity,
- the Products' use, including, without limitation, any and all claims that such use violates any of Seller's intellectual property rights, copyrights, rights of publicity or privacy, "moral rights," or rights of attribution and integrity, or
- Users' activity on BG's Dream Factory, including, but not limited to, Users' legal capacity, ability to complete a transaction, or pay the associated costs. User acknowledges and agrees that the Owner has no control over, and shall have no liability for any damages resulting from, the use or misuse by any other person or entity of any Products.

If the Owner becomes aware of any Products that allegedly may not conform to the Terms, the Owner may investigate the allegation and determine in its sole discretion whether to take action in accordance with the Terms. The Owner has no liability or responsibility to Users for performance or nonperformance of such activities. The Owner has the absolute right to remove and/or delete without notice any Products within its control that it deems objectionable. Users consent to such removal and/or deletion and waive any claim against the Owner for such removal and/or deletion. The Owner is not responsible or liable for failure to store posted content or other materials Users may transmit through BG's Dream Factory. Users shall take measures to preserve copies of any data, material, content or information such User posts on BG's Dream Factory. Any identity verification methods the Owner employs is strictly on a best efforts basis and shall not be relied upon by Users.

Who sells on BG's Dream Factory

Products on BG's Dream Factory may be offered by third parties who may or may not qualify as Business Users, as highlighted on the relevant product page and/or during the purchasing process. Where the third party offering the Product is not a Business User, consumer rights stemming from European consumer protection provisions do not apply to the contract.

TERMS OF USE

Unless otherwise specified, the terms of use detailed in this section apply generally when using BG's Dream Factory.

Single or additional conditions of use or access may apply in specific scenarios and in such cases are additionally indicated within this document.

By using BG's Dream Factory, Users confirm to meet the following requirements:

- There are no restrictions for Users in terms of being Consumers or Business Users;
- Users must be recognised as adult by applicable law;
- Minors may only use BG's Dream Factory under parental or adult supervision;
- Users aren't located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist-supporting" country;
- Users aren't listed on any U.S. government list of prohibited or restricted parties;

Account registration

To use the Service Users may register or create a User account, providing all required data or information in a complete and truthful manner.

Users may also use the Service without registering or creating a User account, however, this may cause limited availability of certain features or functions.

Users are responsible for keeping their login credentials confidential and safe. For this reason, Users are also required to choose passwords that meet the highest standards of strength permitted by BG's Dream Factory.

By registering, Users agree to be fully responsible for all activities that occur under their username and password.

Users are required to immediately and unambiguously inform the Owner via the contact details indicated in this document, if they think their personal information, including but not limited to User accounts, access credentials or personal data, have been violated, unduly disclosed or stolen.

Conditions for account registration

Registration of User accounts on BG's Dream Factory is subject to the conditions outlined below. By registering, Users agree to meet such conditions.

- Accounts registered by bots or any other automated methods are not permitted.
- Unless otherwise specified, each User must register only one account.
- Unless explicitly permitted, a User account may not be shared with other persons.

Account termination

Users can terminate their account and stop using the Service at any time by doing the following:

- By directly contacting the Owner at the contact details provided in this document.

However, termination of the account will not be possible until the subscription period paid for by the User has expired.

Account suspension and deletion

The Owner reserves the right, at its sole discretion, to suspend or delete at any time and without notice, User accounts that it deems inappropriate, offensive or in violation of these Terms.

The suspension or deletion of User accounts shall not entitle Users to any claims for compensation, damages or reimbursement.

The suspension or deletion of accounts due to causes attributable to the User does not exempt the User from paying any applicable fees or prices.

Content on BG's Dream Factory

Unless where otherwise specified or clearly recognisable, all content available on BG's Dream Factory is owned or provided by the Owner or its licensors.

The Owner undertakes its utmost effort to ensure that the content provided on BG's Dream Factory infringes no applicable legal provisions or third-party rights. However, it may not always be possible to achieve such a result.

In such cases, without prejudice to any legal prerogatives of Users to enforce their rights, Users are kindly asked to preferably report related complaints using the contact details provided in this document.

Rights regarding content on BG's Dream Factory - All rights reserved

The Owner holds and reserves all intellectual property rights for any such content.

Users may not, therefore, use such content in any way that is not necessary or implicit in the proper use of the Service.

In particular, but without limitation, Users may not copy, download, share (beyond the limits set forth below), modify, translate, transform, publish, transmit, sell, sublicense, edit, transfer/assign to third parties or create derivative works from the content available on BG's Dream Factory, nor allow any third party to do so through the User or their device, even without the User's knowledge.

Where explicitly stated on BG's Dream Factory, the User may download, copy and/or share some content available through BG's Dream Factory for its sole personal and non-commercial use and provided that the copyright attributions and all the other attributions requested by the Owner are correctly implemented.

Any applicable statutory limitation or exception to copyright shall stay unaffected.

Content provided by Users

The Owner allows Users to upload, share or provide their own content to BG's Dream Factory.

By providing content to BG's Dream Factory, Users confirm that they are legally allowed to do so and that they are not infringing any statutory provisions and/or third-party rights.

Further insights regarding acceptable content can be found inside the section of these Terms which detail the acceptable uses.

Rights regarding content provided by Users

Users acknowledge and accept that by providing their own content on BG's Dream Factory they grant the Owner a non-exclusive, fully paid-up and royalty-free licence to process such content solely for the operation and maintenance of BG's Dream Factory as contractually required.

To the extent permitted by applicable law, Users waive any moral rights in connection with content they provide to BG's Dream Factory.

Users acknowledge, accept and confirm that all content they provide through BG's Dream Factory is provided subject to the same general conditions set forth for content on BG's Dream Factory.

Users are solely liable for any content they upload, post, share, or provide through BG's Dream Factory.

Users acknowledge and accept that the Owner filters or moderates such content after it has been made available.

Therefore, the Owner reserves the right to refuse, remove, delete, or block such content at its own discretion and to deny access to BG's Dream Factory to the uploading User without prior notice, if it considers such content to infringe these Terms, any applicable legal provision or third-party right, or to otherwise represent a risk for Users, third parties, the Owner and/or the availability of the Service.

The removal, deletion or blocking of content shall not entitle Users that have provided such content or that are liable for it, to any claims for compensation, damages or reimbursement.

Users agree to hold the Owner harmless from and against any claim asserted and/or damage suffered due to content they provided to or provided through BG's Dream Factory.

Removal of content from parts of BG's Dream Factory available through the App Store

If the reported content is deemed objectionable, it will be removed within 24 hours and the User who provided the content will be barred from using the Service.

Access to external resources

Through BG's Dream Factory Users may have access to external resources provided by third parties. Users acknowledge and accept that the Owner has no control over such resources and is therefore not responsible for their content and availability.

Conditions applicable to any resources provided by third parties, including those applicable to any possible grant of rights in content, result from each such third parties' terms and conditions or, in the absence of those, applicable statutory law.

In particular, on BG's Dream Factory Users may see advertisements provided by third parties. The Owner does not control or moderate the advertisements displayed via BG's Dream Factory. If Users click on any such advertisement, they will be interacting with any third party responsible for that advertisement.

The Owner is not responsible for any matters resulting from such interaction with third parties, such as anything resulting from visiting third-party websites or using third-party content.

How to file a takedown notice (called a "DMCA notice")

If copyright holders or their agents believe that any content on BG's Dream Factory infringes upon their copyrights, they may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing the Owner's Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- A physical or electronic signature of a person authorized to act on behalf of the holder of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the Owner to locate the material;
- Information reasonably sufficient to permit the Owner to contact the notifying party, such as an address, telephone number, and, if available, an electronic mail;
- A statement that the notifying party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the notifying party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Failure to comply with all of the requirements outlined above may result in invalidity of the DMCA notice.

Copyright infringement notifications may be addressed to the Owner's Copyright Agent at the contact details specified in this document.

Acceptable use

BG's Dream Factory and the Service may only be used within the scope of what they are provided for, under these Terms and applicable law.

Users are solely responsible for making sure that their use of BG's Dream Factory and/or the Service violates no applicable law, regulations or third-party rights.

Therefore, the Owner reserves the right to take any appropriate measure to protect its legitimate interests including by denying Users access to BG's Dream Factory or the Service, terminating contracts, reporting any misconduct performed through BG's Dream Factory or the Service to the competent authorities – such as judicial or administrative authorities - whenever Users engage or are suspected to engage in any of the following activities:

- violate laws, regulations and/or these Terms;
- infringe any third-party rights;
- considerably impair the Owner's legitimate interests;
- offend the Owner or any third party.

Prohibition of child sexual abuse and exploitation

Creating, uploading, or distributing content that facilitates the exploitation or abuse of children is expressly prohibited. Such activities include all child sexual abuse materials, etc.

“Tell-a-friend”

BG's Dream Factory gives Users the opportunity to receive advantages if, as a result of their recommendation, any new User purchases a Product offered on BG's Dream Factory.

In order to take advantage of this offer, Users may invite others to purchase the Products on BG's Dream Factory by sending them a tell-a-friend code provided by the Owner. Such codes can only be redeemed once.

If upon purchase of the Products on BG's Dream Factory any of the persons invited redeems a tell-a-friend code, the inviting User shall receive the advantage or benefit (such as: a price reduction, an additional service feature, an upgrade etc.) specified on BG's Dream Factory.

Tell-a-friend codes may be limited to specific Products among those offered on BG's Dream Factory.

The Owner reserves the right to end the offer at any time at its own discretion.

While no general limitation applies to the number of persons that can be invited, the amount of advantage or benefit that each inviting User can receive, may be limited.

Software license

Any intellectual or industrial property rights, and any other exclusive rights on software or technical applications embedded in or related to BG's Dream Factory are held by the Owner and/or its licensors.

Subject to Users' compliance with and notwithstanding any divergent provision of these Terms, the Owner merely grants Users a revocable, non-exclusive, non-sublicensable and non-transferable license to use the software and/or any other technical means embedded in the Service within the scope and for the purposes of BG's Dream Factory and the Service offered.

This license does not grant Users any rights to access, usage or disclosure of the original source code. All techniques, algorithms, and procedures contained in the software and any documentation thereto related is the Owner's or its licensors' sole property.

All rights and license grants to Users shall immediately terminate upon any termination or expiration of the Agreement.

Without prejudice to the above, under this licence Users may download, install, use and run the software on the permitted number of devices, provided that such devices are common and up-to-date in terms of technology and market standards.

The Owner reserves the right to release updates, fixes and further developments of BG's Dream Factory and/or its related software. Users may need to download and install such updates to continue using BG's Dream Factory and/or its related software.

However, in order to get access to completely new versions or releases of the software Users may need to purchase a separate licence.

The User may download, instal, use and run the software on 3 devices.

However, it may not be permitted to run the software on more than one device at a time.

Notwithstanding the foregoing, the User undertakes to immediately delete any copies of the software upon the expiry of the licence under which such software is provided to the User.

The software licenced to Users shall be valid and functional for the entire duration of the subscription, subject to the conditions of the Agreement including, without limitation, any possible required updates. It is understood that the possible occurrence of errors and occasional technical faults is inherent to the nature of software. To the extent required under applicable law and/or the Agreement, the Owner commits to correcting and resolving possible defects and/or faults impairing the software's functionality during the validity period, unless these result from any improper or irregular use of the software, including (without limitation) the User's failure to implement any required updates.

API usage terms

Users may access their data relating to BG's Dream Factory via the Application Program Interface (API). Any use of the API, including use of the API through a third-party product/service that accesses BG's Dream Factory, is bound by these Terms and, in addition, by the following specific terms:

- the User expressly understands and agrees that the Owner bears no responsibility and shall not be held liable for any damages or losses resulting from the User's use of the API or their use of any third-party products/services that access data through the API.

TERMS AND CONDITIONS OF SALE

Paid Products

Some of the Products provided on BG's Dream Factory, as part of the Service, are provided on the basis of payment.

The fees, duration and conditions applicable to the purchase of such Products are described below and in the dedicated sections of BG's Dream Factory.

To purchase Products, the User must register or log into BG's Dream Factory.

Product description

Prices, descriptions or availability of Products are outlined in the respective sections of BG's Dream Factory and are subject to change without notice.

While Products on BG's Dream Factory are presented with the greatest accuracy technically possible, representation on BG's Dream Factory through any means (including, as the case may be, graphic material, images, colours, sounds) is for reference only and implies no warranty as to the characteristics of the purchased Product.

The characteristics of the chosen Product will be outlined during the purchasing process.

The offer of Products is nonbinding. In order to complete the purchase, Users are requested to submit a binding order. Only once such order is accepted is the contract concluded.

Purchasing process

Any steps taken from choosing a Product to order submission form part of the purchasing process.

The purchasing process includes these steps:

- Users must choose the desired Product and verify their purchase selection.
- After having reviewed the information displayed in the purchase selection, Users may place the order by submitting it.

Order submission

When the User submits an order, the following applies:

- Each order submitted constitutes an offer to purchase. The submission of the order creates for the User the obligation to pay the price, taxes and possible further fees and expenses, as specified on the order page.
- In case the purchased Product requires an action from the User, such as the provision of personal information or data, specifications or special wishes, the order submission creates an obligation for the User to cooperate accordingly.
- Upon submission of the order, Users will receive a receipt. Unless stated otherwise in the relevant communication, the aforementioned receipt merely indicates reception of the order and does not constitute acceptance of the order.

Order acceptance

- Unless the order receipt expressly includes the acceptance of the order, in which case the contract is therefore then entered into, the purchase contract is entered into at the moment the User receives the communication of order acceptance.
- Subject to availability and to the Owner's discretion, the order shall be accepted without undue delay.

The rejection of an order shall not entitle the User to bring any claim against the Owner, including compensation for damages.

All notifications related to the described purchasing process shall be sent to the email address provided by the User for such purposes.

Prices

Users are informed during the purchasing process and before order submission, about any fees, taxes and costs (including, if any, delivery costs) that they will be charged.

Prices on BG's Dream Factory are displayed:

- either exclusive or inclusive of any applicable fees, taxes and costs, depending on the section the User is browsing.

Offers and discounts

The Owner or any Seller may offer discounts or provide special offers for the purchase of Products. Any such offer or discount shall always be subject to the eligibility criteria and the terms and conditions set out in the corresponding section of BG's Dream Factory.

Offers and discounts are always granted at the Owner's or Seller's sole discretion. Repeated or recurring offers or discounts create no claim/title or right that Users may enforce in the future. Depending on the case, discounts or offers shall be valid for a limited time only or while stocks last.

Coupons

Offers or discounts can be based on Coupons. If breach of the conditions applicable to Coupons occurs, the Owner or Seller can legitimately refuse to fulfil its contractual obligations and expressly reserves the right to take appropriate legal action to protect its rights and interests.

Notwithstanding the provisions below, any additional or diverging rules applicable to using the Coupon displayed in the corresponding information page or on the Coupon itself shall always prevail. Unless otherwise stated, these rules apply to the use of Coupons:

- Each Coupon is only valid when used in the manner and within the timeframe specified on the website and/or the Coupon;
- A Coupon may only be applied, in its entirety, at the actual time of purchase – partial use is not permitted;
- Unless otherwise stated, single-use Coupons may only be used once per purchase and therefore may only be applied a single time even in cases involving instalment-based purchases;
- A Coupon cannot be applied cumulatively;
- The Coupon must be redeemed exclusively within the time specified in the offer. After this period, the Coupon will automatically expire, precluding any possibility for the User to claim the relevant rights, including cash-out;
- The User is not entitled to any credit/refund/compensation if there is a difference between the value of the Coupon and the redeemed value;
- The Coupon is intended solely for non-commercial use. Any reproduction, counterfeiting and commercial trade of the Coupon is strictly forbidden, along with any illegal activity related to the purchase and/or use of the Coupon.

Methods of payment

Information related to accepted payment methods is made available during the purchasing process.

Some payment methods may only be available subject to additional conditions or fees. In such cases related information can be found in the dedicated section of BG's Dream Factory.

All payments are independently processed through third-party services. Therefore, BG's Dream Factory does not collect any payment information – such as credit card details – but only receives a notification once the payment has been successfully completed. The User may read the privacy policy of BG's Dream Factory to learn more about the data processing and Users' rights regarding their data.

If a payment through the available methods fails or is refused by the payment service provider, the Owner shall be under no obligation to fulfil the purchase order. If a payment fails or is refused, the Owner reserves the right to claim any related expenses or damages from the User.

Payment of price in installments

The payment of the purchase price may be settled in two or more instalments, within the deadlines specified on BG's Dream Factory or otherwise communicated by the Owner.

Specific Products may be excluded from this payment model.

If the User fails to meet any of the payment deadlines, the entire outstanding amount shall become immediately due and payable.

Virtual Currency for exclusive use inside BG's Dream Factory

On BG's Dream Factory certain payments may be made using a Virtual Currency. Unless otherwise stated, such Virtual Currency is not tradable, exchangeable or redeemable against any traditional currency, any other open digital currency, goods or any other values.

By purchasing Virtual Currency, Users acknowledge and understand that it may only be used within BG's Dream Factory for the purposes expressly authorised by the Owner within the framework of its Services. Users also acknowledge and agree that they may not transfer, purchase, sell, or exchange such Virtual Currency outside of the Service.

Accordingly, Users may not sublicense, trade, sell or attempt to sell Virtual Currency for money, or exchange Virtual Currency for value of any kind outside of the dedicated offering provided by the Owner through BG's Dream Factory. Any such prohibited use or transaction shall be considered null and void and could result in legal action being taken against the User.

In case of contract or account termination for any cause attributable to the User, any and all unused Virtual Currency shall be forfeited and no refund shall be granted.

Authorization for future PayPal payment

If Users authorise the PayPal feature which allows future purchases, BG's Dream Factory will store an identification code linked to the Users' PayPal account. This will authorise BG's Dream Factory to automatically process payments for future purchases or recurring instalments of past purchases.

This authorisation can be revoked at any time, either by contacting the Owner or by changing the user settings offered by PayPal.

Purchase via app store

BG's Dream Factory or specific Products available for sale on BG's Dream Factory must be purchased via a third-party app store. To access such purchases, Users must follow the instructions provided on the relevant online store (such as "Apple App Store" or "Google Play"), which may vary depending on the particular device in use.

Unless otherwise specified, purchases done via third-party online stores are also subject to such third-parties' terms and conditions, which, in case of any inconsistency or conflict, shall always prevail upon these Terms.

Users purchasing through such third-party online stores must therefore read such terms and conditions of sale carefully and accept them.

Retention of Product ownership

Until payment of the total purchase price is received by the Owner, any Products ordered shall not become the User's property.

Retention of usage rights

Users do not acquire any rights to use the purchased Product until the total purchase price is received by the Owner.

Delivery

Deliveries are made to the address indicated by the User and in the manner specified in the order summary.

Upon delivery, Users should verify the content of the delivery and report anomalies without undue delay, using the contact details provided in this document or as described in the delivery note. Users may refuse to accept the parcel if visibly damaged.

Goods are delivered to the countries or territories specified in the relevant section of BG's Dream Factory.

Delivery times are specified on BG's Dream Factory or during the purchasing process.

Unless otherwise specified on BG's Dream Factory or agreed with Users, Products shall be delivered within thirty (30) days from purchase.

“Click and collect”

Users may choose to collect their purchase at one of the “collection points” outlined in the dedicated section of BG's Dream Factory and according to the timeframe communicated.

Modality for arranged delivery

Subject to prior agreement with the Owner or the relevant Seller, Users may arrange the pickup of the purchased goods by a carrier of their choice in good time and at their own risk and expense.

Failed delivery

The Owner cannot be held responsible for delivery errors due to inaccuracies or incompleteness in the execution of the purchase order by the User, nor for any damages or delays after handover to any carrier arranged by the User and not offered or recommended by the Owner.

If the goods are not received or collected at the time or within the deadline specified, the goods will be returned to the Owner, who will contact the User to schedule a second delivery attempt or to agree on the future course of action.

Unless otherwise agreed, any delivery attempt starting from the second shall be at the User's expense.

Delivery of digital content

Unless otherwise stated, digital content purchased on BG's Dream Factory is delivered via download on the device(s) chosen by Users.

Users acknowledge and accept that in order to download and/or use the Product, the intended device(s) and its respective software (including operating systems) must be legal, commonly used, up-to-date, and consistent with current market-standards.

Users acknowledge and accept that the ability to download the purchased Product may be limited in time and space.

Performance of services

The purchased service shall be performed or made available within the timeframe specified on BG's Dream Factory or as communicated before the order submission.

Contract duration

Trial period

Users have the option to test BG's Dream Factory or selected Products during a limited and non-renewable trial period, at no cost. Some features or functions of BG's Dream Factory may not be available to Users during the trial period. Further conditions applicable to the trial period, including its duration, will be specified on BG's Dream Factory.

The trial period shall end automatically and shall not convert into any paid Product unless the User actively purchases such paid Product.

Subscriptions

Subscriptions allow Users to receive a Product continuously or regularly over time. Details regarding the type of subscription and termination are outlined below.

Lifetime subscription

Lifetime subscriptions are subscriptions lasting for the entire lifetime of the subscribed Product. Paid lifetime subscriptions start on the day the payment is received by the Owner. They only expire if and when the relevant Product is discontinued.

Should the Product be discontinued within less than 12 months, Users will receive a refund.

Open-ended subscriptions

Paid subscriptions begin on the day the payment is received by the Owner.

In order to maintain subscriptions, Users must pay the required recurring fee in a timely manner. Failure to do so may cause service interruptions.

Fixed-term subscriptions

Paid fixed-term subscriptions start on the day the payment is received by the Owner and last for the subscription period chosen by the User or otherwise specified during the purchasing process.

Once the subscription period expires, the Product shall no longer be accessible.

Subscriptions handled via Apple Account

Users may subscribe to a Product using the Apple Account associated with their Apple App Store account by using the relevant process on BG's Dream Factory. When doing so, Users acknowledge and accept that

- any payment due shall be charged to their Apple Account;
- subscriptions are automatically renewed for the same duration unless the User cancels at least 24 hours before the current period expires;
- any and all fees or payments due for renewal will be charged within 24-hours before the end of the current period;
- subscriptions can be managed or cancelled in the Users' Apple App Store account settings.

The above shall prevail upon any conflicting or diverging provision of these Terms.

Installments

If the purchase price is paid in several installments, the subscription shall start on the day that the first payment is received by the Owner and last for the entire duration of the subscription, provided that all other installments are received in time.

Failure to meet the payment deadlines may result in the unavailability of the Product.

Termination

Recurring subscriptions may be terminated at any time by sending a clear and unambiguous termination notice to the Owner using the contact details provided in this document, or — if applicable — by using the corresponding controls inside BG's Dream Factory.

Automatic extension of fixed-term subscriptions

At the end of the initial term, subscriptions are automatically extended for an unlimited period, unless the User terminates no later than 14 days before the end of such term.

The fee due upon extension will be charged on the payment method that the User chose during purchase.

After extension, the subscription will last for an indefinite period and may be terminated monthly.

The User shall receive a reminder of the upcoming unlimited extension with reasonable advance, outlining the procedure to be followed in order to prevent the extension or terminate the subscription thereafter.

Termination

Extended subscriptions may be terminated at any time by sending a clear and unambiguous termination notice to the Owner using the contact details provided in this document, or — if applicable — by using the corresponding controls inside BG's Dream Factory.

If the notice of termination is received by the Owner no later than 7 days before the end of the current month, the subscription shall expire at the end of such month.

Termination of open-ended subscriptions

Open-ended subscriptions may be terminated at any time by sending a clear and unambiguous termination notice to the Owner using the contact details provided in this document, or — if applicable — by using the corresponding controls inside this Application.

Terminations shall take effect 5 days after the notice of termination has been received by the Owner.

Terms and conditions applying to extra features

Users that have an active subscription may purchase single extra add-ons or features, described in the relevant section of BG's Dream Factory.

Unless otherwise specified, such extras are subject to the same terms applicable to the main Product, including all provisions of this document.

Modification of Digital Products

The following applies to Users qualifying as Consumers.

BG's Dream Factory provides a Digital Product to Users over time. In order to ensure conformity of the Digital Product at all times, the Owner reserves the right to modify the Digital Product from time to time at no additional cost for Users, by duly informing Users about any such upcoming modification and its reasons.

Where Users maintain that such modification would negatively impact their access to or use of the Digital Product, and such negative impact would not be only minor, Users shall have the right to terminate the contract with the Owner within no less than 30 days of receiving the information about the upcoming modification, or of the implementation of the modification - whichever is later.

Provision of personal data

To access or receive some of the Products provided via BG's Dream Factory as part of the Service, Users may be required to provide their personal data as indicated on BG's Dream Factory.

User rights

Right of withdrawal

Unless exceptions apply, the User may be eligible to withdraw from the contract within the period specified below (generally 14 days), for any reason and without justification. Users can learn more about the withdrawal conditions within this section.

Who the right of withdrawal applies to

Unless any applicable exception is mentioned below, Users who are European Consumers are granted a statutory withdrawal right under EU rules, to withdraw from contracts entered into online (distance contracts) within the specified period applicable to their case, for any reason and without justification.

Users that do not fit this qualification, cannot benefit from the rights described in this section. The Consumer shall only be liable to the Seller for any diminution in the value of the goods resulting from handling the goods in a manner other than that necessary to acquaint him with the nature, characteristics and functionality of the goods.

Exercising the right of withdrawal

To exercise their right of withdrawal, Users must send to the Owner an unequivocal statement of their intention to withdraw from the contract.

To this end, Users may use the model withdrawal form available from within the “definitions” section of this document. Users are, however, free to express their intention to withdraw from the contract by making an unequivocal statement in any other suitable way. In order to meet the deadline within which they can exercise such right, Users must send the withdrawal notice before the withdrawal period expires.

When does the withdrawal period expire?

- **Regarding the purchase of goods**, the withdrawal period expires 14 days after the day on which the User or a third party – other than the carrier and designated by the User – takes physical possession of the goods.
- **Regarding the purchase of several goods ordered together** but delivered separately or in case of purchase of a single good consisting of multiple lots or pieces delivered separately, the withdrawal period expires 14 days after the day on which the User or a third party – other than the carrier and designated by the User – acquires physical possession of the last good, lot or piece.

- **Regarding those contracts which provide for the recurring delivery** of goods over a fixed term, the withdrawal period expires 14 days after the day on which the User or a third party – other than the carrier and designated by the User – acquires physical possession of the first good.
- **Regarding the purchase of a service**, the withdrawal period expires 14 days after the day that the contract is entered into, unless the User has waived the withdrawal right.
- **In case of purchase of a digital content not supplied in a tangible medium**, the withdrawal period expires 14 days after the day that the contract is entered into, unless the User has waived the withdrawal right.

Effects of withdrawal

Users who correctly withdraw from a contract will be reimbursed by the Owner for all payments made to the Owner, including, if any, those covering the costs of delivery.

However, any additional costs resulting from the choice of a particular delivery method other than the least expensive type of standard delivery offered by the Owner, will not be reimbursed.

Such reimbursement shall be made without undue delay and, in any event, no later than 14 days from the day on which the Owner is informed of the User's decision to withdraw from the contract. Unless otherwise agreed with the User, reimbursements will be made using the same means of payment as used to process the initial transaction. In any event, the User shall not incur any costs or fees as a result of such reimbursement.

...on the purchase of physical goods

Unless the Owner has offered to collect the goods, Users shall send back the goods or hand them over to the Owner, or to a person authorised by the latter to receive the goods, without undue delay and in any event within 14 days from the day on which they communicated their decision to withdraw from the contract.

The deadline is met if the goods are handed to the carrier, or otherwise returned as indicated above, before the expiration of the 14-days-period for returning the goods. The reimbursement may be withheld until reception of the goods, or until Users have supplied evidence of having returned the goods, whichever is the earliest.

Users shall only be liable for any diminished value of the goods resulting from the handling of the goods outside of that which is necessary to establish their nature, characteristics and functioning.

The costs of returning the goods are borne by the Owner.

...on the purchase of services

Where a User exercises the right of withdrawal after having requested that the service be performed before the withdrawal period expires, the User shall pay to the Owner an amount which is in proportion to the part of service provided.

Such payment shall be calculated based on the economic value of the service and be proportional to the part of service provided until the time the User withdraws compared to the full coverage of the contract.

UK User rights

Right to cancel

Unless exceptions apply, Users who are Consumers in the United Kingdom have a legal right of cancellation under UK law and may be eligible to withdraw from contracts made online (distance contracts) within the period specified below (generally 14 days), for any reason and without justification.

Users that do not qualify as Consumers, cannot benefit from the rights described in this section. Users can learn more about the cancellation conditions within this section.

Exercising the right to cancel

To exercise their right to cancel, Users must send to the Owner an unequivocal statement of their intention to withdraw from the contract. To this end, Users may use the model withdrawal form available from within the "definitions" section of this document. Users are, however, free to express their intention to withdraw from the contract by making an unequivocal statement in any other suitable way. In order to meet the deadline within which they can exercise such right, Users must send the withdrawal notice before the cancellation period expires.

When does the cancellation period expire?

- **Regarding the purchase of goods**, the cancellation period expires 14 days after the day on which the User or a third party – other than the carrier and designated by the User – takes physical possession of the goods.
- **Regarding the purchase of several goods ordered together** but delivered separately or in case of purchase of a single good consisting of multiple lots or pieces delivered separately, the cancellation period expires 14 days after the day on which the User or a third party – other than the carrier and designated by the User – acquires physical possession of the last good, lot or piece.
- **Regarding those contracts which provide for the recurring delivery** of goods during a defined period of more than one day, the cancellation period expires 14 days after the day on which the User or a third party – other than the carrier and designated by the User – acquires physical possession of the first good.
- **Regarding the purchase of a service**, the cancellation period expires 14 days after the day that the contract is entered into, unless the User has waived the right to cancel.
- **In case of purchase of a digital content not supplied in a tangible medium**, the cancellation period expires 14 days after the day that the contract is entered into, unless the User has waived the right to cancel.

Effects of cancellation

Users who correctly withdraw from a contract will be reimbursed by the Owner for all payments made to the Owner, including, if any, those covering the costs of delivery.

However, any additional costs resulting from the choice of a particular delivery method other than the least expensive type of standard delivery offered by the Owner, will not be reimbursed.

Such reimbursement shall be made without undue delay and, in any event, no later than 14 days from the day on which the Owner is informed of the User's decision to withdraw from the contract. Unless otherwise agreed with the User, reimbursements will be made using the same means of payment as used to process the initial transaction. In any event, the User shall not incur any costs or fees as a result of such reimbursement.

...on the purchase of physical goods

Unless the Owner has offered to collect the goods, Users shall send back the goods or hand them over to the Owner, or to a person authorized by the latter to receive the goods, without undue delay and in any event within 14 days from the day on which they communicated their decision to withdraw from the contract.

The deadline is met if the goods are handed to the carrier, or otherwise returned as indicated above, before the expiration of the 14-days-period for returning the goods. The reimbursement may be withheld until reception of the goods, or until Users have supplied evidence of having returned the goods, whichever is the earliest.

Users shall only be liable for any diminished value of the goods resulting from the handling of the goods outside of that which is necessary to establish their nature, characteristics and functioning.

The costs of returning the goods are borne by the Owner.

...on the purchase of services

Where a User exercises the right to cancel after having requested that the service be performed before the cancellation period expires, the User shall pay to the Owner an amount which is in proportion to the part of service provided.

Such payment shall be calculated based on the economic value of the service and be proportional to the part of service provided until the time the User withdraws compared to the full coverage of the contract.

Exceptions from the right to cancel

The right to cancel does not apply to contracts:

- where the Consumer has specifically requested a visit from the Owner for the purpose of carrying out urgent repairs or maintenance. If, on the occasion of such visit, the Owner provides services in addition to those specifically requested by the Consumer or goods other than replacement parts necessarily used in carrying out the maintenance or in making the repairs, the right to cancel shall apply to those additional services or goods;
- for the supply of a newspaper, periodical or magazine with the exception of subscription contracts for the supply of such publications;
- concluded at a public auction.

- for the provision of services, after the service has been fully performed if the performance has begun with the consumer's prior express request, and with their acknowledgement that their right to cancel is lost once the contract has been fully performed;
- for the supply of goods made to the consumer's specifications or otherwise clearly personalized;
- for the supply of goods which are liable to deteriorate or expire rapidly;
- for the supply of sealed audio or sealed video recordings or sealed computer software which were unsealed after delivery;
- for the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery;
- for the provision of accommodation other than for residential purposes, transport of goods, vehicle rental services, catering or services related to leisure activities if the contract provides for a specific date or period of performance;
- for the supply of goods or Services for which the price is dependent on fluctuations in the financial market which cannot be controlled by the Owner and which may occur within the cancellation period;
- for the supply of goods which are, after delivery, according to their nature, inseparably mixed with other items;
- for the supply of digital content which is not supplied on a tangible medium if the performance has begun with the consumer's prior express consent and with their acknowledgement that their right to cancel is thereby lost;

Brazilian User rights

Right of regret

Unless an applicable exception is stated below, Users who are Consumers in Brazil have a legal right of regret under Brazilian law. This means that the Consumer has the right to withdraw from contracts made online (distance contracts or any contract signed away from business premises) within seven (7) days of the date the contract was entered into or the receipt of the product or service, for any reason and without justification. Users that do not qualify as Consumers, cannot benefit from the rights described in this section. The right of regret may be exercised by the Consumer via contact channels listed at the beginning of this document and in accordance with the guidelines in this section.

Exercising the right of regret

To exercise their right of regret, Users must send to the Owner an unequivocal statement of their intention to withdraw from the contract. To this end, Users may use the model withdrawal form available from within the "definitions" section of this document. Users are, however, free to express their intention to withdraw from the contract by making an unequivocal statement in any other suitable way. In order to meet the deadline within which they can exercise such right, Users must send the regret notice before the regret period expires. When does the regret period expire?

- **Regarding the purchase of goods**, the regret period expires seven (7) days after the day on which the User or a third party designated by the User – other than the carrier – receives the goods.
- **Regarding the purchase of several goods ordered together** but delivered separately, or in case of the purchase of a single good consisting of multiple lots or pieces delivered separately, the regret period expires seven (7) days after the day on which the User or a third party designated by the User – other than the carrier receives the last good, lot or piece.
- **Regarding those contracts which provide for the recurring delivery** of goods over a fixed term, the regret period expires seven (7) days after the day on which the User or a third party designated by the User – other than the carrier – receives the first good.
- **Regarding the purchase of a service**, the regret period expires seven (7) days after the day that the contract is entered into and only if the service has not yet been provided.
- **In the event of the purchase of digital content**, the regret period expires seven (7) days after the day that the contract is entered into and only if the digital content has not yet been provided and integrated into the Consumer's device.

Effects of regret

Users who correctly withdraw from a contract will be reimbursed by the Owner for all payments made to the Owner, including, if any, those covering the costs of delivery.

However, any additional costs resulting from the choice of a particular delivery method other than the least expensive type of standard delivery offered by the Owner, will not be reimbursed.

Such reimbursement shall be made without undue delay and, in any event, no later than 14 days from the day on which the Owner is informed of the User's decision to withdraw from the contract or the actual return of the product, whichever occurs later. Unless otherwise agreed with the User, reimbursements will be made using the same means of payment as used to process the initial transaction. In any event, the User shall not incur any costs or fees as a result of such reimbursement.

...on the purchase of physical goods

Unless the Owner has offered to collect the goods, Users shall send back the goods or hand them over to the Owner, or to a person authorised by the latter to receive the goods, without undue delay and in any event within 14 days from the day on which they communicated their decision to withdraw from the contract.

The deadline is met if the goods are handed to the carrier, or otherwise returned as indicated above, before the expiration of the 14-day period for returning the goods. The reimbursement may be withheld until receipt of the goods, or until Users have supplied evidence of having returned the goods, whichever is the earliest.

Users shall only be liable for any diminished value of the goods resulting from the handling of the goods outside of that which is necessary to establish their nature, characteristics and functioning.

The costs of returning the goods are borne by the Owner.

...on the purchase of services

Where a User exercises the right of regret after having requested that the service be performed before the regret period expires, the User shall pay to the Owner an amount which is in proportion to the part of the service provided.

Such payment shall be calculated based on the economic value of the service and be proportional to the part of service provided until the time the User withdraws.

Exceptions from the right of regret

The right of regret in the form and term provided for in these Terms shall not apply in the following cases:

- entered into at a public auction or in any other circumstance in which the Consumer Protection Code does not apply;
- cases where there is specific legislation or regulations, such as, but not limited to, the case of airline tickets regulated by ANAC (Brazilian National Civil Aviation Agency) rules and terms.
- to the supply of digital content if the provision and availability of the content has already begun within seven (7) days of the date the contract was entered into with the express prior consent of the Consumer and with their acknowledgment that their right of regret will be forfeited;
- to the supply of goods made to the Consumer's specifications in a clearly customized way;
- to the supply of goods that are likely to degrade or expire quickly, such that the 7-day time limit and/or the return term put the validity of the product at risk;
- to the supply of sealed audio or video recordings or sealed computer software, which have been unsealed after delivery;
- to the supply of sealed goods that are not returnable due to health or hygiene reasons and were unsealed after delivery;
- to the supply of goods which, after delivery, according to their nature, are inseparably mixed with other items;
- where the Consumer has specifically requested a visit from the Owner for the purpose of carrying out urgent repairs or maintenance within seven (7) days of the date the contract was entered into. If, on the occasion of such visit, the Owner provides services in addition to those specifically requested by the Consumer or goods other than replacement parts necessarily used in carrying out the maintenance or in making the repairs, the right of regret shall apply to those additional services or goods;
- to the supply of newspapers, periodicals or magazines if their availability has already begun within seven (7) days of the date the contract was entered into with the express prior consent of the Consumer and with their acknowledgement that their right of regret will be thereby lost, with the exception of subscription contracts for the supply of such publications provided that such publications have not been made available within 7 (seven) days of the date the contract was entered into;
- to the provision of services, after the service has been fully performed, if the performance has begun within seven (7) days of the date the contract was entered into with the express prior consent of the Consumer and with their acknowledgement that their right of regret will be forfeited once the contract has been fully performed;

Guarantees

Legal guarantee of conformity for goods under EU law

Under EU law, for a minimum period of 2 years from delivery, traders guarantee the conformity of the goods they sell to Consumers.

Where Users qualify as European Consumers, the legal guarantee of conformity for goods applies to the items available on BG's Dream Factory in accordance with the laws of the country of their habitual residence.

National laws of such country may grant Users broader rights.

In particular, Consumers based in France can exercise guarantee rights within two years of delivery of the good without being required to provide evidence of the good's defect or lack of conformity. The period of time for which the Consumer is exempted from providing evidence of the fault is reduced to six months in case of used goods.

When exercising guarantee rights, Consumers may choose between requesting replacement or reparation of the faulty good at the conditions set out in the French Consumer Code.

This statutory guarantee of conformity applies regardless of any commercial guarantee possibly offered by the Owner.

Consumers may also exercise their right of guarantee for hidden faults according to the relevant provisions of the French Civil Code, choosing between cancelling the purchase or requesting a price reduction.

Consumers who do not qualify as European may benefit from legal guarantee of conformity rights in accordance with the legislation of the country of their habitual residence.

Legal guarantee of conformity for Digital Products under EU law

Under EU law, for a minimum period of 2 years from delivery or, in case of Digital Products supplied continuously for more than 2 years for the entire supply period, traders guarantee conformity of the Digital Products they provide to Consumers.

Where Users qualify as European Consumers, the legal guarantee of conformity applies to the Digital Products available on BG's Dream Factory in accordance with the laws of the country of their habitual residence.

National laws of such country may grant Users broader rights.

Scope of conformity of Digital Products

Some of the Digital Products available on BG's Dream Factory may have characteristics deviating from the objective requirements of conformity, such as their interoperability, compatibility, fitness for purpose, functionality, etc. Further information is to be found in the dedicated sections of BG's Dream Factory and will be pointed out during the purchasing process.

Forfeiture of conformity claims with regard to Digital Products

Where the Owner provides one or more updates to the Digital Product purchased, the User is required to install and/or implement all such updates according to the instructions provided by the Owner whenever informed to do so. Failure to install or apply any such updates may result in forfeiture of conformity claims with respect to the Digital Product.

Applicability extension to non-EU consumers

Without prejudice to any more favourable rights that Users might benefit from according to the legislation applicable to them, the Owner contractually extends the statutory guarantee-of-conformity regime applicable to Consumers in the country of its registered offices to Consumers in general.

Legal guarantee on second-hand or used goods

Under EU law, for a minimum period of 1 year after delivery, traders guarantee the conformity of used goods they sell to Consumers in accordance with the laws of the country of their habitual residence.

National laws of such country may grant such Users broader rights.

Conformity to contract for Consumers in the United Kingdom

Users in the United Kingdom qualifying as Consumers have a right to receive goods that are in conformity with the contract.

Legal guarantee of conformity for goods for Consumers in Brazil

The legal guarantee applicable to goods sold by BG's Dream Factory (both physical and digital) complies with the following terms, according to the Consumer Protection Code:

- non-durable goods shall have a thirty-day (30 day) guarantee; and
- durable goods shall have a ninety-day (90 day) guarantee.

The warranty period starts from the date of goods delivery.

The warranty is not applicable in cases of misuse, natural events or if it has been subjected to any maintenance other than that provided by BG's Dream Factory.

The warranty may be claimed through the contact channels provided by BG's Dream Factory. The Owner shall bear the costs of shipping the goods for technical assessment, if necessary.

The Owner, at its own discretion, may also offer a contractual warranty in addition to the legal warranty. The regulations applicable to contractual warranties can be found in the specifications provided by BG's Dream Factory. If no such information is provided, only the statutory provisions shall apply.

Legal guarantee of conformity for services for Consumers in Brazil

The legal guarantee applicable to services sold by BG's Dream Factory complies with the following terms, according to the Consumer Protection Code:

- non-durable services shall have a thirty-day (30 day) guarantee; and
- durable services shall have a ninety-day (90 day) guarantee.

The warranty period starts from the end of the performance of services.

The warranty is not applicable in cases of service misuse, natural events or if it has been subjected to any maintenance other than that provided by BG's Dream Factory.

The warranty may be claimed through the contact channels provided by BG's Dream Factory. If applicable, the Owner shall bear the costs of shipping any goods for technical assessment.

The Owner, at its own discretion, may also offer a contractual warranty in addition to the legal warranty.

The regulations applicable to contractual warranties can be found in the specifications provided by BG's Dream Factory. If no such information is provided, only the statutory provisions shall apply.

After-sales assistance

Users who have purchased products on BG's Dream Factory may take advantage of the after-sales assistance services related to their purchase at no cost for the entire guarantee period by contacting the Owner at the contact details provided in this document.

Liability and indemnification

Unless otherwise explicitly stated or agreed with Users, the Owner's liability for damages in connection with the execution of the Agreement shall be excluded, limited and/or reduced to the maximum extent permitted by applicable law.

Indemnification

The User agrees to indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners and employees harmless from and against any claim or demand — including but not limited to lawyer's fees and costs — made by any third party due to or in relation with any culpable violation of these Terms, third-party rights or statutory provisions connected to the use of the Service by the User or its affiliates, officers, directors, agents, co-branders, partners and employees to the extent allowed by applicable law.

The above also applies to any claims exercised by third parties (including but not limited to the Owner's clients or customers) against the Owner related to Digital Products provided by the User such as, for instance, conformity claims.

Limitation of liability for User activities on BG's Dream Factory

Users acknowledge and accept that the Owner merely provides Users with the technical infrastructure and features incorporated in BG's Dream Factory.

The Owner does not intermediate, moderate, promote or intervene in interactions, agreements or transactions between Users and therefore bears no liability for any such interactions among Users, including the performance of any Users' obligations, except as required by applicable law.

Limitation of liability

Unless otherwise explicitly stated and without prejudice to applicable law, Users shall have no right to claim damages against the Owner (or any natural or legal person acting on its behalf).

This does not apply to damages to life, health or physical integrity, damages resulting from the breach of material contractual obligations such as any obligation strictly necessary to achieve the purpose of the contract, and/or damages resulting from intent or gross negligence, as long as BG's Dream Factory has been appropriately and correctly used by the User.

Unless damages have been caused by way of intent or gross negligence, or they affect life, health or physical integrity, the Owner shall only be liable to the extent of typical and foreseeable damages at the moment the contract was entered into.

Australian Users

Limitation of liability

Nothing in these Terms excludes, restricts or modifies any guarantee, condition, warranty, right or remedy which the User may have under the Competition and Consumer Act 2010 (Cth) or any similar state and territory legislation and which cannot be excluded, restricted or modified (non-excludable right). To the fullest extent permitted by law, our liability to the User, including liability for a breach of a non-excludable right and liability which is not otherwise excluded under these Terms, is limited, at the Owner's sole discretion, to the re-performance of the services or the payment of the cost of having the services supplied again.

US Users

Disclaimer of Warranties

BG's Dream Factory is provided strictly on an "as is" and "as available" basis. Use of the Service is at Users' own risk. To the maximum extent permitted by applicable law, the Owner expressly disclaims all conditions, representations, and warranties — whether express, implied, statutory or otherwise, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights. No advice or information, whether oral or written, obtained by the User from the Owner or through the Service will create any warranty not expressly stated herein.

Without limiting the foregoing, the Owner, its subsidiaries, affiliates, licensors, officers, directors, agents, co-branders, partners, suppliers and employees do not warrant that the content is accurate, reliable or correct; that the Service will meet Users' requirements; that the Service will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Service is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Service is downloaded at Users' own risk and Users shall be solely responsible for any damage to Users' computer system or mobile device or loss of data that results from such download or Users' use of the Service.

The Owner does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Service or any hyperlinked website or service, and the Owner shall not be a party to or in any way monitor any transaction between Users and third-party providers of products or services.

The Service may become inaccessible or it may not function properly with Users' web browser, mobile device, and/or operating system. The owner cannot be held liable for any perceived or actual damages arising from Service content, operation, or use of this Service.

Federal law, some states, and other jurisdictions, do not allow the exclusion and limitations of certain implied warranties. The above exclusions may not apply to Users. This Agreement gives Users specific legal rights, and Users may also have other rights which vary from state to state. The disclaimers and exclusions under this agreement shall not apply to the extent prohibited by applicable law.

Limitations of liability

To the maximum extent permitted by applicable law, in no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for:

- any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the Service; and
- any damage, loss or injury resulting from hacking, tampering or other unauthorised access or use of the Service or User account or the information contained therein;
- any errors, mistakes, or inaccuracies of content;
- personal injury or property damage, of any nature whatsoever, resulting from User access to or use of the Service;
- any unauthorised access to or use of the Owner's secure servers and/or any and all personal information stored therein;
- any interruption or cessation of transmission to or from the Service;

- any bugs, viruses, trojan horses, or the like that may be transmitted to or through the Service;
- any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Service; and/or
- the defamatory, offensive, or illegal conduct of any User or third party.

In no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount paid by User to the Owner hereunder in the preceding 12 months, or the period of duration of this agreement between the Owner and User, whichever is shorter.

This limitation of liability section shall apply to the fullest extent permitted by law in the applicable jurisdiction whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if the User has been advised of the possibility of such damage.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore the above limitations or exclusions may not apply to the User. The terms give User specific legal rights, and User may also have other rights which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under the terms shall not apply to the extent prohibited by applicable law.

Indemnification

The User agrees to defend, indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees harmless from and against any and all claims or demands, damages, obligations, losses, liabilities, costs or debt, and expenses, including, but not limited to, legal fees and expenses, arising from

- User's use of and access to the Service, including any data or content transmitted or received by User;
- User's violation of these terms, including, but not limited to, User's breach of any of the representations and warranties set forth in these terms;
- User's violation of any third-party rights, including, but not limited to, any right of privacy or intellectual property rights;
- User's violation of any statutory law, rule, or regulation;
- any content that is submitted from User's account, including third party access with User's unique username, password or other security measure, if applicable, including, but not limited to, misleading, false, or inaccurate information;
- User's willful misconduct; or
- statutory provision by User or its affiliates, officers, directors, agents, co-branders, partners, suppliers and employees to the extent allowed by applicable law.

Common provisions

No Waiver

The Owner's failure to assert any right or provision under these Terms shall not constitute a waiver of any such right or provision. No waiver shall be considered a further or continuing waiver of such term or any other term.

Service interruption

To ensure the best possible service level, the Owner reserves the right to interrupt the Service for maintenance, system updates or any other changes, informing the Users appropriately.

Within the limits of law, the Owner may also decide to suspend or discontinue the Service altogether. If the Service is discontinued, the Owner will cooperate with Users to enable them to withdraw personal data or information and will respect Users' rights relating to continued product use and/or compensation, as provided for by applicable law.

Additionally, the Service might not be available due to reasons outside the Owner's reasonable control, such as "force majeure" events (infrastructural breakdowns or blackouts etc.).

The Owner undertakes to inform the User with at least 7 days' notice in advance, whenever possible.

Service reselling

Users may not reproduce, duplicate, copy, sell, resell or exploit any portion of BG's Dream Factory and of its Service without the Owner's express prior written permission, granted either directly or through a legitimate reselling program.

Privacy policy

For information about the use of their personal data, Users must refer to the privacy policy of BG's Dream Factory which is hereby declared to be part of these Terms.

Intellectual property rights

Without prejudice to any more specific provision of these Terms, any intellectual property rights, such as copyrights, trademark rights, patent rights and design rights related to BG's Dream Factory are the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties relating to intellectual property.

All trademarks — nominal or figurative — and all other marks, trade names, service marks, word marks, illustrations, images, or logos appearing in connection with BG's Dream Factory are, and remain, the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties related to intellectual property.

Changes to these Terms

The Owner reserves the right to amend or otherwise modify these Terms at any time. In such cases, the Owner will appropriately inform the User of these changes.

Such changes will only affect the relationship with the User from the date communicated to Users onwards.

The continued use of the Service will signify the User's acceptance of the revised Terms. If Users do not wish to be bound by the changes, they must stop using the Service and may terminate the Agreement.

The applicable previous version will govern the relationship prior to the User's acceptance. The User can obtain any previous version from the Owner.

If legally required, the Owner will notify Users in advance of when the modified Terms will take effect.

The Owner will appropriately inform the User of upcoming changes 30 days before they come into effect.

The Owner will inform the User of such changes by releasing the information via BG's Dream Factory.

Exception for Consumers in France

Regardless of the above, any change of these Terms shall be communicated in writing no later than one month prior to becoming effective. Should Consumers in France not accept the modified Terms, they shall have the right to terminate the Agreement without any penalty nor right to claim compensation up to four months following the day on which the modified Terms have become effective.

Assignment of contract

The Owner reserves the right to transfer, assign, dispose of by novation, or subcontract any or all rights or obligations under these Terms, taking the User's legitimate interests into account. Provisions regarding changes of these Terms will apply accordingly.

Users may not assign or transfer their rights or obligations under these Terms in any way, without the written permission of the Owner.

Contacts

All communications relating to the use of BG's Dream Factory must be sent using the contact information stated in this document.

Severability

Should any provision of these Terms be deemed or become invalid or unenforceable under applicable law, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

US Users

Any such invalid or unenforceable provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent. These Terms constitute the entire Agreement between Users and the Owner with respect to the subject matter hereof, and supersede all other communications, including but not limited to all prior agreements, between the parties with respect to such subject matter. These Terms will be enforced to the fullest extent permitted by law.

EU Users

Should any provision of these Terms be or be deemed void, invalid or unenforceable, the parties shall do their best to find, in an amicable way, an agreement on valid and enforceable provisions thereby substituting the void, invalid or unenforceable parts. In case of failure to do so, the void, invalid or unenforceable provisions shall be replaced by the applicable statutory provisions, if so permitted or stated under the applicable law.

Without prejudice to the above, the nullity, invalidity or impossibility to enforce a particular provision of these Terms shall not nullify the entire Agreement, unless the severed provisions are essential to the Agreement, or of such importance that the parties would not have entered into the contract if they had known that the provision would not be valid, or in cases where the remaining provisions would translate into an unacceptable hardship on any of the parties.

Authoritative version of these Terms

These Terms are drawn up and revised in English (British). Other language versions of these Terms are provided for information purposes only. In the event of any inconsistency between different linguistic versions, the original version shall always prevail.

Governing law

These Terms are governed by the law of the place where the Owner is based, as disclosed in the relevant section of this document, without regard to conflict of laws principles.

Prevalence of national law

However, regardless of the above, if the law of the country that the User is located in provides for higher applicable consumer protection standards, such higher standards shall prevail.

Exception for Consumers in Switzerland

If the User qualifies as a Consumer in Switzerland, Swiss law will apply.

Exception for Consumers in Brazil

If the User qualifies as a Consumer in Brazil and the product and/or service is commercialised in Brazil, Brazilian law will apply.

Venue of jurisdiction

The exclusive competence to decide on any controversy resulting from or connected to these Terms lies with the courts of the place where the Owner is based, as displayed in the relevant section of this document.

Exception for Consumers in Europe

The above does not apply to any Users that qualify as European Consumers, nor to Consumers based in the United Kingdom, Switzerland, Norway or Iceland.

Exception for Consumers in Brazil

The above does not apply to Users in Brazil that qualify as Consumers.

Exception for Consumers

The above does not apply to Users qualifying as Consumers.

US Users

Each party specifically waives any right to trial by jury in any court in connection with any action or litigation. Any claims under these terms shall proceed individually and no party shall join in a class action or other proceeding with or on behalf of others.

UK Consumers

Consumers based in England and Wales may bring legal proceedings in connection with these Terms in the English and Welsh courts. Consumers based in Scotland may bring legal proceedings in connection with these Terms in either the Scottish or the English courts. Consumers based in Northern Ireland may bring legal proceedings in connection with these Terms in either the Northern Irish or the English courts.

US Users

Surviving provisions

This Agreement shall continue in effect until it is terminated by either BG's Dream Factory or the User. Upon termination, the provisions contained in these Terms that by their context are intended to survive termination or expiration will survive, including but not limited to the following:

- the User's grant of licences under these Terms shall survive indefinitely;
- the User's indemnification obligations shall survive for a period of five years from the date of termination;
- the disclaimer of warranties and representations, and the stipulations under the section containing indemnity and limitation of liability provisions, shall survive indefinitely.

Accessibility

The Owner is committed to making the content accessible to Users with disabilities. If Users have a disability and are unable to access any portion of BG's Dream Factory due to their disability, they should give a notice including a detailed description of the issue encountered. If the issue is readily identifiable and resolvable in accordance with industry-standard information technology tools and techniques, the Owner commits to promptly address it.

Dispute resolution

Amicable dispute resolution

Users may bring any disputes to the Owner who will try to resolve them amicably.

While Users' right to take legal action shall always remain unaffected, in the event of any controversy regarding the use of BG's Dream Factory or the Service, Users are kindly asked to contact the Owner at the contact details provided in this document.

The User may submit the complaint including a brief description and if applicable, the details of the related order, purchase, or account, to the Owner's email address specified in this document.

The Owner will process the complaint without undue delay and within 3 days of receiving it.

Amicable resolution of disputes between Users

Users may bring disputes with other Users resulting from their interaction via BG's Dream Factory to the Owner, who will then try to mediate the conflict in order to achieve an amicable solution. While Users' right to take legal action shall always remain unaffected, if any such controversy between Users should arise in connection with using BG's Dream Factory or the Service, Users are kindly asked to contact the Owner at the contact details provided in this document.

Online dispute resolution for Consumers

The European Commission has established an online platform for alternative dispute resolutions that facilitates an out-of-court method for solving disputes related to and stemming from online sale and service contracts.

As a result, any European Consumer or Consumer based in Norway, Iceland, or Liechtenstein can use such platform for resolving disputes stemming from contracts which have been entered into online. The platform is [available at the following link](#).

Please note that as of 20 March 2025, no new complaints can be submitted on the platform, but it is possible to use it until 19 July 2025 for the complaints submitted by 20 March 2025. The platform will be discontinued as of 20 July 2025 following the adoption of [EU Regulation 2024/3228](#).

Definitions and legal references

BG's Dream Factory (or this Application)

The property that enables the provision of the Service.

Agreement

Any legally binding or contractual relationship between the Owner and the User, governed by these Terms.

Brazilian (or Brazil)

Applies where a User, regardless of nationality, is in Brazil.

Business User

Any User that does not qualify as a Consumer.

Buyer

Indicates any User who buys goods or services from Sellers through BG's Dream Factory, regardless of whether or not the actual transaction takes place through BG's Dream Factory.

Coupon

Any code or voucher, in print or electronic form, which allows the User to purchase the Product at a discounted price.

Digital Product

Is a Product that consists of:

- content produced and supplied in digital form; and/or
- a service that allows for the creation, processing, storing or accessing data in a digital form or the sharing or any other form of interaction with digital data uploaded or created by the User or any other user of BG's Dream Factory.

European (or Europe)

Applies where a User, regardless of nationality, is in the EU.

Example withdrawal form

Addressed to:

BGS DREAM FACTORY LTD (71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ) BGS DREAM FACTORY OÜ (Harju maakond, Tallinn, Kesklinna linnaosa, Ahtri tn 12, 15551) support@df.limited

I/We hereby give notice that I/we withdraw from my/our contract of sale of the following goods/for the provision of the following service:

_____ (insert a description of the goods/services that are subject to the respective withdrawal)

- Ordered on: _____ (insert the date)
- Received on: _____ (insert the date)
- Name of consumer(s): _____
- Address of consumer(s): _____
- Date: _____

(sign if this form is notified on paper)

Owner (or We)

Indicates the natural person(s) or legal entity that provides BG's Dream Factory and/or the Service to Users.

Product

A good or service available through BG's Dream Factory, such as e.g. physical goods, digital files, software, booking services etc., and any other types of products separately defined herein, such as Digital Products.

Seller

Indicates any User who sells goods or services to Buyers through BG's Dream Factory, regardless of whether or not the actual transaction takes place through BG's Dream Factory.

Service

The service provided by BG's Dream Factory as described in these Terms and on BG's Dream Factory.

Terms

All provisions applicable to the use of BG's Dream Factory and/or the Service as described in this document, including any other related documents or agreements, and as updated from time to time.

United Kingdom (or UK)

Applies where a User, regardless of nationality, is in the United Kingdom.

User (or You)

Indicates any natural person or legal entity using BG's Dream Factory.

Virtual Currency

A non-monetary asset by which Users may purchase specific Products offered on BG's Dream Factory under the conditions specified by the Owner. Such assets can be manifested by codes, tokens, digital images etc.

Consumer

Consumer is any User qualifying as such under applicable law.

How can we help?

What you can do

In case of issues

Back to overview

What you can do

Your data

- [Ask us to know and access the information we hold on you](#)
- [Ask us to correct information we hold on you](#)
- [Ask us to be forgotten \(delete the information we hold on you\)](#)
- [Ask to port your data to another service](#)

Close

In case of issues

While we strive to create a positive user experience, we understand that issues may occasionally arise between us and our users. If this is the case, please feel free to contact us.

[Contact us](#)

Footer

BG's Dream Factory

BGS DREAM FACTORY LTD (71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ)

BGS DREAM FACTORY OÜ (Harju maakond, Tallinn, Kesklinna linnaosa, Ahtri tn 12, 15551)

Owner contact email: support@df.limited

Downloadable documents

- [Privacy Policy](#)

Latest update: 27 June 2025

- [Cookie Policy](#)
Latest update: 27 June 2025
- [Terms and Conditions](#)
Latest update: 27 June 2025