

Terms of Service

Welcome to Our Last Msg (Message) - or OLAM for short,

The OLAM platform was created with the mission of building a worldwide legacy platform of unique life journeys for loved ones to cherish and the world to learn from. Our firm belief is that each person's story can have a significant impact on the people who know and love them and on so many people who resonate with their story. Stories are revealing, healing, and inspiring. At OLAM, we intend to give everyone a beautiful seamless way to tell their story, captured for all eternity, and to share it with their loved ones while still alive or even after they stopped being responsive to our systems. We want to make sure that all stories will be shared with their loved ones.

This is what our platform was built for. Please make sure to use it only for what we have created it for.

Before you can enjoy using our services and products, you must agree with our Terms of Service. Here we have enlisted for you, Your rights, and Our rights.

Terms of Service Effective Date: January 08, 2021

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the www.ourlastmsg.com website and the OLAM mobile application (together, or individually, the "Service") operated by The Dream Architects, Inc. ("us", "we", or "our").

Your access to and use of the Service is a condition upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, and others who wish to access or use the Service.

By accessing or using the Service, you agree to be bound by these Terms. If you disagree with any part of the terms, then you do not have permission to access the Service.

Communications

By creating an Account on our service, you agree to subscribe to newsletters, marketing or promotional materials, and other information we may send. However, you may opt-out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send.

Content

Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Content"). You are responsible for the

Content that you post on or through the Service, including its legality, reliability, and appropriateness.

By posting Content on or through the Service, You represent and warrant that: (i) the Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms, and (ii) that the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing on a copyright.

You retain any, and all of your rights to any Content you submit, post, or display on or through the Service, and you are responsible for protecting those rights. We take no responsibility and assume no liability for Content you or any third party posts on or through the Service. However, by posting Content using the Service, you grant us the right and license to use, modify, perform, display, reproduce, and distribute such Content on and through the Service.

The Dream Architects, Inc. has the right but not the obligation to monitor and edit all Content provided by users. In the same time, we will never look at your content without your permission, the scenario where we look at your content will be if you contact us for customer support so we may help you with troubleshooting, and it will be with your permission, acceptance and agree to us to do so.

In addition, Content found on or through this Service are the property of The Dream Architects, Inc. or used with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.

Accounts

When you create an account with us, you guarantee that you are above the age of 18 and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity, or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar, or obscene.

Copyright Policy

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on the Service infringes on the copyright or other intellectual property rights ("Infringement") of any person or entity.

If you are a copyright owner or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit your claim via email to Customer@ourlastmsg.com, with the subject line: "Copyright Infringement" and include in your request a detailed description of the alleged Infringement as detailed below, under "DMCA Notice and Procedure for Copyright Infringement Claims."

You may be held accountable for damages (including costs and attorneys' fees) for misrepresentation or bad-faith claims on the infringement of any Content found on and/or through the Service on your copyright.

Subscriptions

Some parts of the Service are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on a recurring and periodic basis ("Billing Cycle"). Billing cycles are set either monthly or annually, depending on the type of subscription plan you select when purchasing a Subscription.

At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or The Dream Architects, Inc. cancels it. You may cancel your Subscription renewal either through your online account management page or by contacting The Dream Architects, Inc. customer support team.

A valid payment method, including credit card or PayPal, is required to process the payment for your Subscription. You shall provide The Dream Architects, Inc. with accurate and complete billing information, including full name, address, state, zip code, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorize The Dream Architects, Inc. to charge all Subscription fees incurred through your account to any such payment instruments.

Should automatic billing fail to occur for any reason, The Dream Architects, Inc. will issue an electronic invoice indicating that you must proceed manually, within a specific deadline date, with the full payment corresponding to the billing period as shown on the invoice.

You may decide to cancel a Paid Subscription at any time. Any cancellation of a Paid Subscription will be effective as of the end of the then-current billing period.

Promotional Codes

The Dream Architects, Inc. may make promotional codes (Promo code) available from time to time, directly or through a third party, gift cards, or promo codes redeemable for a specific service for a fixed period.

- Promo codes have no cash value.
- You are not allowed to transfer your promo code only if we have specifically agreed to it.
- Promo codes are not for sale, and you will not sell or distribute them to anyone unless you have written agreement from The Dream Architects, Inc. company officer.
- If you already have a paid subscription, you may transfer your promotion code to family or friends or wait until your paid subscription is expired and your account becomes a freemium account.
- To use the promo code, you must create an account inside our platform.
- Once a promotional code has ended, you will be required to make payments to continue using our service if you want to stay a premium member.
- The Promo code has an expiration date and shall be void once it expires.

Free Trial

The Dream Architects, Inc. may, at its sole discretion, offer a Subscription with a free trial for a limited time ("Free Trial").

You may be required to enter your billing information to sign up for the Free Trial.

If you do enter your billing information when signing up for the Free Trial, you will not be charged by The Dream Architects, Inc. until the Free Trial has expired. On the last day of the Free Trial period, unless you canceled your Subscription, you will be automatically charged the applicable Subscription fees for the type of Subscription you have selected.

At any time and without notice, The Dream Architects, Inc. reserves the right to (i) modify the terms and conditions of the Free Trial offer or (ii) cancel such Free Trial offer.

Fee Changes

The Dream Architects, Inc., in its sole discretion and at any time, may modify the Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.

The Dream Architects, Inc. will provide you with reasonable prior notice of any change in Subscription fees to allow you to terminate your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

Refunds

Specific refund requests for Subscriptions may be considered by The Dream Architects, Inc. on a case-by-case basis and granted in the sole discretion of The Dream Architects, Inc.

DMCA Notice and Procedure for Copyright Infringement Claims

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest;

a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;

identification of the URL or other specific location on the Service where the material that you claim is infringing is located;

your address, telephone number, and email address;

a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our Copyright Agent via email at Customer@ourlastmsg.com.

Intellectual Property

The Service and its original content (excluding Content provided by users), features, and functionality are and will remain the exclusive property of The Dream Architects, Inc. and its licensors. The Service is protected by copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of The Dream Architects, Inc.

Links To Other Web Sites

Our Service may contain links to third-party websites or services that are not owned or controlled by The Dream Architects, Inc.

The Dream Architects, Inc. has no control over and assumes no responsibility for the content, privacy policies, or practices of any third-party websites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that The Dream Architects, Inc. shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such third-party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or services that you visit.

User Data

For any User Data information, please read our Privacy Policy.

Termination

We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

If you wish to terminate your account, you may simply discontinue using the Service, or delete your account within the profile setting page, or email us at know Customer@ourlastmsg.com.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

Indemnification

You agree to defend, indemnify and hold harmless The Dream Architects, Inc. and its licensee and licensors, and their employees, contractors, agents, officers, and directors, from and against any claims, damages, obligations, losses, liabilities, costs, or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password; b) a breach of these Terms, or c) Content posted on the Service.

Limitation Of Liability

In no event shall The Dream Architects, Inc., nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been inform of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement, or course of performance.

The Dream Architects, Inc. its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure, or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the restrictions above may not apply to you.

Governing Law

These Terms shall be governed and construed in accordance with the laws of California, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have had between us regarding the Service.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

Contact Us

If you have any questions about these Terms, please contact us at Legal@ourlastmsg.com