## **TERM AGREEMENT**

## (January 2023 Version)

This Terms of Use Agreement ('the Agreement' or "Term Agreement") is a legal agreement that governs the interaction and relationship between a user, you, visitor, member or subscriber and FeelDLove (the "Company", "our", "us" and "FeelDLove.com"), a subsidiary of SOCHEAPLLC.com, a US based corporation incorporated in Las Vegas, Nevada, USA and whose contact and mailing details are; P.O Box 77637, 1941 California Ave, Corona, CA 92877.

By accessing the ("the" and "our" all have the same meaning) services on "FeelDLove.com" (website or site or app) and/or using any of the services (use as singular or plural) accessible through the site, including through a mobile application or otherwise as a User, Member or Subscriber you agree to and are bound by the terms, conditions and notices contained or referenced herein and consent to have this Agreement and all notices provided to you in electronic form and or otherwise. By accessing our services, you must be of legal adult age and have the capacity to enter a legal bunding agreement.

Your use of our Services may also be subject to additional terms and conditions and such terms and conditions will be either listed in this Agreement or will be presented or accessible to you by us when you sign up to use, or use, such services. All such Terms are incorporated by reference into this Agreement unless otherwise indicated. This Agreement does not alter in any way the terms or conditions of any other agreement you may have with us for products, services or otherwise. You may print a pdf copy of this Agreement for your records by clicking here.

If you do not agree to be bound by this Agreement, do not use the site or the services. To withdraw this consent, you must cease using the Service and terminate your account if one has already created.

You should also read our Privacy policy by clicking <a href="www.FeelDLove.com/privacy">www.FeelDLove.com/privacy</a>, of which is incorporated by reference into this Agreement and available on the Website. If you do not accept and agree to be bound by all the terms of this Agreement, including the FeelDLove.com Privacy Policy and other policies, do not use the Website or the Service.

Please contact us with any questions regarding this Agreement or to receive a non-electronic copy of this Agreement by sending a letter and self-addressed stamped envelope with sufficient postage to: FeelDLove.com, P.O. Box 77637, 1941 California Avenue, Corona, California 92877. On receipt of your envelope and with correct postage a copy will be mailed to you as soon as

reasonably possible and within 14 days. This Agreement may be modified by the company from time to time, and such modifications to be effective upon posting by the Company on the Website.

# Acceptance of Terms of Use Agreement.

- a. This Agreement is an electronic contract that establishes the legally binding terms you must accept to use the Website and to become a "Member." All visitors to or users of our Sites or Services, whether registered or not are <u>"Users"</u> of the services under the provisions of this Agreement. For purposes of this Agreement, the term "<u>Member</u>" means a person who provides information to the Company on the Website or to participate in the Service in any manner, whether such person uses the Service as a free member or a subscriber.
- b. You acknowledge and agree that Members of Feel D Love.com may be part of an online community that includes other websites owned by the Company or its affiliates. Therefore, profiles on the Website may be viewable on other such websites and paying subscribers of one website may be able to communicate with other paying subscribers on all websites. This Agreement includes the Company's (i) <a href="Privacy Policy">Privacy Policy</a>, (ii) our <a href="Safety Advice">Safety Advice</a> published on the Website and (iii) terms disclosed and agreed to by you if you become a subscriber or if you purchase or accept additional features, products or services we offer on the Website.
- c. By accessing the Website or using the Service, you accept this Agreement and agree to the terms, conditions and notices contained or referenced herein and consent to have this Agreement and all notices provided to you in electronic form. Please print a copy of this Agreement for your records. To receive a non-electronic copy of this Agreement, please <a href="Contact us">Contact us</a>, or send a letter and self-addressed stamped envelope with sufficient postage to: Feel D Love.com, P.O. Box 77637, 1941 California Avenue, Corona, California 92877. This Agreement may be modified by the Company from time to time, such modifications to be effective upon posting by the Company on the Website.
- d. By using the Service, you consent to receive this Agreement in electronic form by using the Service. To withdraw this consent, you must cease using the Service and terminate your account.
- e. This Agreement does not create a relationship of agency, partnership, joint venture, employment, fiduciary or other special relationship. You shall not make any representations on behalf of or bind FeelDLove in any manner.

### 1. INTRODUCTION

This document is referred to as the "Term Agreement" and it is the contract that lays out the agreement between a user and FeelDLove. It is an electronic document and governed by the Electronic Signatures in Global and National Commerce Act (E-Sign Act).

By accessing or using FeelDLove's services, you agree to be bound by these terms, including our "Privacy" and "Cookies" policies, so it is important that you read this agreement carefully before you create an account. FeelDLove may update the terms from time to time, so you should check this page regularly for updates. The date of the update will be provided on the term agreement.

Your use of our Services is also subject to the <u>Privacy Policy</u> and <u>Cookies Policy</u>, and any terms disclosed and agreed to by you when you purchase additional features, products, or services from FeelDLove ("Additional Terms Upon Purchase"), which are incorporated into this Agreement by reference. If you do not wish to be bound by this Agreement, do not use our Services.

We reserve the right to modify, amend, or change the Terms at any time. Notice of any material change will be posted on this page with an updated effective date. In certain circumstances, we may notify you of a change to the Terms via email or other means, as appropriate under the circumstances; however, you are responsible for regularly checking this page for notice of any changes.

We agree that future changes will not be retroactive without your consent. Your continued use of our Services constitutes your acceptance of any change, and you will be legally bound by the updated Terms. If you do not accept a change to the terms and conditions+, you should stop using our services.

## 2. ELECTRONIC INFORMATION

FeelDLove's services are provided electronically to members and users. As such you must consent to us providing important information electronically if you wish to use the services. Your consent extends to this agreement, notices, disclosures, information, policies and other materials in electronic form rather than in paper form. This is in compliance with The Electronic Signatures in Global and National Commerce Act (E-Sign Act). You also agree that this agreement, signature and records are legal in electronic form.

Electronic Records will be provided on the website, or it can be sent to you by request via the address associated with your account providing at registration or if changed after registration. In the event you encounter problems receiving or downloading electronically provided documents, please reach out to us using email <a href="mailto:info@feeldlove.com">info@feeldlove.com</a> and providing as much details as possible. Electronic documents are the only form of this Agreement.

You are required to read the entire agreement along with the various agreements provided on the site.

### 3. ELIGIBILITY GENERAL

Before you create an account on FeelDLove, make sure you are eligible to use our services. This Section also details what you can and can't do when using the Services, as well as the rights you grant FeelDLove. We are not responsible or liable in any manner for the conduct of our Users and or Members whether such conduct is in connection with the use of the Site or Our Services.

## By using our Services, you represent and warrant that:

- 1. You are at least 18 years old you are not a minor.
- 2. You are single, divorced or separated from your spouse if you use the Singles' service or services.
- 3. You have the right, authority and capacity to enter into a legally binding agreement including this agreement.
- 4. You have not been convicted of or pled no contest to a felony or indictable offense (or crime of similar severity), a sex crime, or any crime involving violence;
- 5. You are not required to register as a sex offender or a sex offender with any national, state, federal or local sex offender registry;
- 6. You can only have one account at a time; multiple accounts will be blocked when identified.
- 7. You are not prohibited by law from using our online dating services;
- 8. You are not located in a country that is subject to U.S. Government embargoes, or that has been designated as a "terrorist supporting or terrorist financing" country or region;
- 9. You are not on any list of individuals prohibited from conducting business with the United States;
- 10. You have not previously been removed from our Services by us unless you have our express permission to create a new account.
- 11. You have informed and received consent from your spouse or partner if you use the Couple's service. This applies if you are married or already established a committed relationship and you wish to use the services for couples such as advice, stories and humor.

If you are unable to meet any one or more of the above, please do not create an account or delete your account if an account exists.

### 4. ELIGIBILITY AGREEMENT

# As a member, subscriber or account holder, you hereby agree to:

- a) Comply with these Terms, and to check this page or website from time to time to ensure you are aware of new term agreement governing the services.
- b) Comply with all applicable laws, including without limitation, privacy laws, intellectual property laws, anti-spam laws, and regulatory requirements;
- c) Treat all users, members and subscribers in a courteous and respectful manner at all times.
- d) Be respectful when communicating with any of our employees/agents.
- e) Take reasonable care and measures to protect the security of your login information and unauthorized users.
- f) Review the various safety measures provided from time to time and that these measures and advice are generally for information purposes.
- g) Take full responsibility for all activities that occur under your login information and to report all breaches that occur under your account as soon as reasonably possible;
- h) Immediately notify us if you suspect unauthorized use of your login credentials and or any other breach of security.

By creating an account, you hereby agree to all terms governing this agreement.

## 5. ELIGIBILITY- NOT TO ENGAGE

## You agree that you will not:

- a) Violate the terms of the license granted to you by FeelDLove.
- b) Use another user's account;
- c) Use the Services in a way that damages the Services or prevents their use by other users;
- d) Misrepresent your identity, age, current or previous positions, qualifications, or affiliations with a person or entity;
- e) Use our Services in relation to fraud, a pyramid scheme, or other similar practice; or
- f) Use our Services in a way to interfere with, disrupt or negatively affect the platform, the servers, or our Services' networks;
- g) Use our Services for any harmful, illegal, or nefarious purpose;
- h) Solicit money or other items of value from another user, whether as a gift, loan, or form of compensation;

- i) Solicit passwords for any purpose, or personal identifying information for commercial or unlawful purposes from other users or disseminate another person's personal information without his or her permission;
- j) Harass, bully, stalk, intimidate, assault, defame, harm or otherwise mistreat any person;
- k) Post or share Prohibited Content (see Prohibited Content below and updates on the website);
- l) Use, access, or publish the FeelDLove application programming interface without our written consent;
- m) Upload viruses, invalid data or other malicious code or other software agents which compromise the security of our Services or otherwise;
- Use any robot, crawler, site search/retrieval application, proxy or other manual or automatic device, method or process to access, retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of our Services or its contents;
- o) Express or imply that any statements you make are endorsed by FeelDLove;
- p) "Frame" or "mirror" any part of our services without FeelDLove's prior written authorization;
- q) Disclose private or proprietary information that you do not have the right to disclose;
- r) Use or develop any third-party applications that interact with our Services or Member Content or information without our written consent;
- s) Forge headers or otherwise manipulate identifiers to disguise the origin of any information transmitted to or through our Services;
- t) Copy, modify, transmit, distribute, or create any derivative works from, any Member Content or Our Content, or any copyrighted material, images, trademarks, trade names, service marks, or other intellectual property, content or proprietary information accessible through our Services without FeelDLove's prior written consent;
- Use meta tags or code or other devices containing any reference to FeelDLove or the platform (or any trademark, trade name, service mark, logo or slogan of FeelDLove) to direct any person to any other website for any purpose;
- v) Modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of our Services, or cause others to do so.

The failure to comply with any of the above may result in termination of service, reporting where criminal activities have been committed or might have been committed as well as cooperation always with law enforcements where criminal activities are committed or might have been committed.

## 6. PROHIBITED CONTENT

Members, subscribers and users are to conduct themselves respectfully and decently at while interacting with others and on the services. FeelDLove prohibits uploading or sharing content that:

- 1. Is likely to be deemed offensive or to harass, upset, embarrass, alarm or annoy any other person;
- 2. Is obscene, pornographic, violent or otherwise may offend human dignity, or contains nudity;
- 3. Is abusive, insulting or threatening, discriminatory or that promotes or encourages racism, sexism, hatred or bigotry;
- 4. Contains racial remarks or racial comments or any other means to be racially offensive. FeelDLove considers racism as offensive and a serious violation that may lead to suspension or cancelation of membership;
- 5. Provides material or upload content that exploits people under the age of 18 years in a sexual or violent manner, or solicit personal information from anyone under the age of 18;
- 6. Encourages or facilitates any illegal activity including, without limitation, terrorism, money laundering, inciting racial hatred or the submission of which constitutes committing a criminal offense;
- 7. Is libelous, defamatory, or untrue that may lead to suspension or cancelation of membership;
- 8. Relates to commercial activities (including, without limitation, sales, competitions, promotions, and advertising, solicitation for services, "sugar daddy" or "sugar baby" relationships, links to other websites or premium line telephone numbers);
- 9. Involves the transmission of "junk" mail or "spam" or harmful annoying uploading.
- 10. Contains any spyware, adware, viruses, corrupt files, worm programs or other malicious code designed to interrupt, damage or limit the functionality of or disrupt any software, hardware, telecommunications, networks, servers or other equipment, Trojan horse or any other material designed to damage, interfere with, wrongly intercept or expropriate any data or personal information whether from FeelDLove or otherwise;
- 11. Infringes upon any third party's rights (including, without limitation, intellectual property rights and privacy rights);
- 12. Was not written by you or was automatically generated, unless expressly authorized by FeelDLove;
- 13. Includes the image or likeness of another person without that person's consent (or in the case of a minor, the minor's parent or guardian), or is an image or likeness or a minor unaccompanied by the minor's parent or guardian;
- 14. Is inconsistent with the intended use of the Services; or
- 15. May harm the reputation of FeelDLove, its affiliates, its directors its employees and its agents.

Please note that the uploading or sharing of content that violates these terms ("Prohibited Content") may result in the immediate suspension or termination of your membership or account. Where a criminal offense occurs, FeelDLove is obligated to report such to law enforcement or the appropriate

agency. Prohibited content is provided on the website and you agree to review this section occasionally and if you have doubts as to what may constitute a prohibited or illegal action.

#### 7. PRIVACY

For information about how FeelDLove and its affiliates collect, use, and share your personal data, please read our privacy agreement/policy. By using our Services, you agree that we may use your personal data in accordance with our Privacy Policy. Privacy Policy is the same as <a href="Privacy Agreement">Privacy Agreement</a> in this Agreement.

FeelDLove will update the privacy policy to keep it current, therefore, you should visit the privacy agreement regularly for changes. Privacy policy will be located on the website. We also intend and may advise of changes to the agreement on the site. Updates will carry an effective date from the previous version.

### 8. YOUR PASSWORD

Your password is personal to you, and you must **ALWAYS** protect it and take measures to keep it secured. You mut select a strong password and one that is difficult for others to figure out. In the event you believe that your password was compromised, you must immediately change your password. You must also exercise caution and due care when logging in from public or shared computer and always be careful when logging into your account from a public or shared computer.

It will never be the practice of FeelDLove to send an email to you for username and password information. In the event you received such information, you must report it to us as soon as reasonably possible to email <a href="mailto:info@feeldlove.com">info@feeldlove.com</a> or use the contact by clicking <a href="mailto:here">here</a> and clearly marking in the required field "Request to Provide Username and Password" followed by a detail message providing as much details as you can or deemed necessary.

### 9. CONTENT

It is important that you understand that you must comply with the terms and conditions of uploading your content and the use of content uploaded by other members and FeelDLove. Content includes, all text, images, audio, video, or other material provided on the site and on our Services.

By uploading Your Content, you represent and warrant to us that you have all necessary rights and licenses to do so and automatically grant us a license to use Your Content as provided.

You will encounter while using our services, content that you upload, that of other users and that provided by FeelDLove. You agree that you are responsible for Your Content, the information you upload and provide under your member or while using the services. You also agree not to violate any of this agreement by sharing information that private and confidential about yourself or others.

As a member or user, You are solely responsible and liable for Your Content, and, therefore, you agree to indemnify, defend, release, and hold FeelDLove harmless from any claims made in connection with Your Content.

You represent and warrant that the information you provide online while using the services (to FeelDLove and to other users is accurate, including any information submitted through Facebook or other third-party sources (if applicable), and that you will update your account information as necessary to ensure its accuracy.

The content you provided on your individual profile should be relevant to the intended use of our services. You should not display any personal contact or banking information, whether in relation to you or any other person. Such information may include names of yourself or family members, home addresses or postcodes, telephone numbers, email addresses, URLs, banking information including account number, name of bank, credit card and debit card details. If you choose to reveal personal information about yourself to other members and users, you do so at your own risk and liability.

Your individual profile will be visible to other users and members, so you must be mindful of the information you wish to share in that it would not create financial and legal problem for you or others. You shall be solely responsible for content that you share. You acknowledge and agree that Your Content may be viewed by other users, and, notwithstanding these Terms, other users may share Your Content with third parties.

You understand and agree that we may monitor or review Your Content, and we have the right to remove, delete, edit, limit, or block or prevent access to any of Your Content at any time in our sole discretion. Furthermore, you understand and agree that we have no obligation to display or review Your Content.

You understand that you will have access to other content including members and users, and that such content does not belong to you and that you may not copy or use others content for any purpose or purposes unless except as contemplated by these terms. Content is individually owned.

You do not have any rights in relation to Member Content, and you may only use Member Content to the extent that its use is consistent with our services' purpose of allowing use to communicate with and meet one another.

You must not copy and agree that you should not use members` content for commercial purposes including advertising, spamming, harassing, or making unlawful threats. We reserve the right to terminate your account without notice if you misuse Member Content.

You agree that FeelDLove owns content on the services and website and those content other than yours and other members. These may include uploads and information provided by FeelDLove.

Content by FeelDLove include but not limited to: content, text, content, graphics, user interfaces, trademarks, logos, sounds, artwork, images, and other intellectual property appearing on our Services is owned, controlled or licensed by us and protected by copyright, trademark and other intellectual property law rights.

All rights, title, and interest in and to FeelDLove always remains with us. FeelDLove grants you a limited license to access and use its content. All other rights reserve to FeelDLove.

#### 10. INAPPROPRIATE CONTENT AND MISCONDUCT

FeelDLove does not tolerate inappropriate content or behavior on our Services. Such violation or breach may result in termination of membership or subscription.

We are committed to maintaining a positive and respectful FeelDLove community. In doing so, and we do not tolerate any inappropriate content or misconduct, whether on or off the Services. We encourage you to report any inappropriate Member Content or misconduct by other users.

You can report a user directly by sending an email to <u>info@feeldlove.com</u> with "Report a Concern" in the subject field. You can also use the telephone contact number provided on the website. A reference number may be provided to you.

#### 11. DIGITAL MILLENNIUM COPYRIGHT ACT

The Digital Millennium Copyright Act 1998 (DMCA) governs intellectual property including copyright infringements that may result by us providing our services to you, members and users. Content provided by members and users is subject to the terms and conditions of Sections 512(c) and or 512(d) of the Digital Millennium Copyright Act 1998.

You can submit a complaint by contacting us if a member's content constitute intellectual property infringement. Members and users must exercise caution to prevent breaches of intellectual property and that a member or user can be held personally liable for breaches.

FeelDLove can prevent the use of your content outside of our services, you authorize FeelDLove to act on your behalf with respect to infringing uses of Your Content taken from our services by unauthorized users or third parties. This expressly includes the authority, but not the obligation, to send notices pursuant to 17 U.S.C. § 512(c)(3) (DMCA Takedown Notices) on your behalf if your content (as a member, user or subscriber) is taken and used by third parties outside of our Services.

If you have doubts about intellectual property or DMCA please contact us before posting or using such content via email on <a href="mailto:info@feeldlove.com">info@feeldlove.com</a>

#### 12. RIGHTS

You have the right to use and enjoy the services subject to terms and conditions and you grant FeelDLove the right to use your content as provided in the Agreement.

When you comply with the terms and conditions governing this Agreement, FeelDLove grants members and subscribers a personal, worldwide, royalty-free, non-assignable, non-exclusive, revocable, and non-sublicensable license to access and use our services for purposes as intended by FeelDLove and permitted by these Terms and applicable laws.

By creating an account, you grant to FeelDLove a worldwide, perpetual, transferable, sub-licensable, royalty-free right and license to host, store, use, copy, display, reproduce, adapt, edit, publish, translate, modify, and distribute Your Content, including any information you authorize us to access from Facebook or other third-party source (if applicable), in whole or in part, and in any format or medium currently known or developed in the future.

FeelDLove's license to Your Content shall be non-exclusive, except that FeelDLove's license shall be exclusive with respect to derivative works created through use of our Services. For example, FeelDLove would have an exclusive license to screenshots of our Services that include Your Content.

You have the right to cancel a subscription without penalty or obligation following three after payment providing it is done before midnight on the third day. Your refund may take up to seven to ten days before the credit is reflected on your account.

In addition, so that FeelDLove can prevent the use of your content outside of our services, you authorize FeelDLove to act on your behalf with respect to infringing uses of Your Content taken from our Services by other users or third parties. This expressly includes the authority, but not the obligation, to send notices pursuant to 17 U.S.C. § 512(c)(3) (DMCA Takedown Notices) on your behalf if your content is taken and used by third parties outside of our Services.

You agree that FeelDLove is not obligated to take any action with regard to use of Your Content by other users or third parties. FeelDLove's license to Your Content is subject to your rights under applicable law (for example, laws regarding personal data protection to the extent the content contains personal information as defined by those laws).

In consideration for FeelDLove allowing you to use our Services, you agree that we, our affiliates, and our third-party partners may place advertising on our Services. By submitting suggestions or feedback to FeelDLove regarding our Services, you agree that FeelDLove may use and share such feedback for any purpose without compensating you.

You agree that FeelDLove may access, preserve, and disclose your account information, including Your Content, if required to do so by law or upon a good faith belief that such access, preservation, or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce these Terms; (iii) respond to claims that any content violates the rights of third parties; (iv)

respond to your requests for customer service; or (v) protect the rights, property or personal safety.

## 13. CALLS AND TEXT MESSAGES

By providing your telephone number, you agree that you are the owner of that number, and that you expressly consent to receive non-marketing and marketing messages from FeelDLove or affiliated entities, on the number you provided. You also have the right to opt out of these communications at any time and without notice. By consenting to receive text messages is not required to make a purchase including membership or subscription.

#### 14. PURCHASES AND AUTOMATIC RENEWAL

You will have the opportunity to purchase products and services from FeelDLove. If you purchase a subscription, it will automatically renew unless you cancel. Certain packages have their own terms and conditions, so you agree to be bound by these terms and conditions.

FeelDLove may offer products and services for purchase through iTunes, Google Play or other external services authorized by FeelDLove (each, an "External Service," and any purchases made thereon, an "External Service Purchase"). FeelDLove may also offer products and services for purchase via credit card or other payment processors on the Website or inside the App ("Internal Purchases"). If you purchase a subscription, it will automatically renew until you cancel, in accordance with the terms disclosed to you at the time of purchase, as further described below. If you cancel your subscription, you will continue to have access to your subscription benefits until the end of your subscription period, at which point it will expire.

Our services may not always require a subscription, so canceling your subscription does not remove your profile from our Services. If you wish to fully terminate your membership, you must terminate your membership.

External Service Purchases, including subscriptions, may be processed through the External Service, in which case those purchases must be managed through your External Service Account. Subscriptions are automatically renewed until canceled.

When making a purchase on the Service, you may have the option to pay through an External Service, such as with your Apple ID or Google account ("your External Service Account"), and your External Service Account will be charged for the purchase in accordance with the terms disclosed to you at the time of purchase and the general terms applicable to your External Service Account. Some External Services may charge you sales tax, depending on where you reside, which may change from time to time.

If your External Service Purchase includes an automatically renewing subscription, your External Service Account will continue to be periodically charged for the subscription until you cancel. After your initial subscription commitment period, and again after any subsequent subscription period, the subscription will automatically continue for the price and time period you agreed to when subscribing.

<u>To cancel a subscription</u>: If you do not want your subscription to renew automatically, or if you want to change or terminate your subscription, you must log in to your Account and follow the prompted instructions to manage or cancel your subscription, even if you have otherwise deleted your account with us or if you have deleted the App from your device.

If you subscribed using your Apple ID, cancellation is handled by Apple, not FeelDLove. To cancel a purchase made with your Apple ID, you will require to follow the instructions provided by Apple ID or seek further guidance by visiting at <a href="https://getsupport.apple.com">https://getsupport.apple.com</a>.

Similarly, if you subscribed on Google Play, cancellation is handled by Google. To cancel a purchase made through Google Play, launch the Google Play app on your mobile device and go to Menu > My Apps > Subscriptions, then find your FeelDLove subscription and follow the instructions to cancel. You can also request assistance at <a href="https://play.google.com">https://play.google.com</a>. If you cancel a subscription, you may continue to use the cancelled service until the end of your then-current subscription term. The subscription will not be renewed when your then-current term expires.

If you initiate a chargeback or otherwise reverse a payment made with your External Service Account, FeelDLove may terminate your account immediately in its sole discretion, on the basis that you have determined that you do not want a FeelDLove subscription.

In the event your chargeback or other payment reversal is overturned, please contact <u>info@feeldlove.com</u>. FeelDLove will retain all funds charged to your External Service Account until you cancel your subscription through your External Service Account. Certain users may be entitled to request a refund.

Internal Purchases, including subscriptions, are processed using the Payment Method you provide on the Website or App. Subscriptions automatically renew until you cancel.

If you make an internal purchase, you agree to pay the prices displayed to you for the Services you've selected as well as any sales or similar taxes that may be imposed on your payments (and as may change from time to time), and you authorize FeelDLove to charge the payment method you provide (your "Payment Method"). FeelDLove may correct any billing errors or mistakes even if we have already requested or received payment. If you initiate a chargeback or otherwise reverse a payment made with your Payment Method, FeelDLove may terminate your account immediately in its sole discretion, on the basis that you have determined that you do not want a FeelDLove subscription. In the event that your chargeback or other payment reversal is overturned, please contact info@feeldlove.com

If your Internal Purchase includes an automatically renewing subscription, your Payment Method will continue to be periodically charged for the subscription until you cancel. After your initial subscription commitment period, and again after any subsequent subscription period, your subscription will automatically continue for the price and time period you agreed to when subscribing, until you cancel.

To cancel a subscription, log in to the Website and go to the Settings tool. If you cancel a subscription, you may continue to use the cancelled service until the end of your then-current subscription term. The subscription will not be renewed when your then-current term expires.

You may edit your Payment Method information by using the Settings tool. If a payment is not successfully processed, due to expiration, insufficient funds, or otherwise, you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. This may result in a change to your payment billing dates.

In addition, you authorize us to obtain updated or replacement expiration dates and card numbers for your credit or debit card as provided by your credit or debit card issuer. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer, or other provider of your chosen Payment Method. Certain users may be entitled to request a refund. See Section 8d below for more information.

## 15. REFUNDS

Generally, all purchases are final and nonrefundable, and there are no refunds or credits for partially used periods, except if the laws applicable in your state provide for refunds. Certain states may have special terms governing refunds. You are entitled to a full refund of your subscription providing that you cancel your subscription within three days and by midnight of the third day when you subscribe or purchase a service. Your refund may take seven to ten days to reflect as a credit to your account. All refunds must be paid to the credit card that the subscription was originally purchased.

For subscriptions made through Apple ID and Google Play, your refund requests are handled by Apple and Google and not FeelDLove. Please contact Apple ID or Google Play, to follow the procedures provided by the External Service using your Apple or Android device. You can also request a refund at <a href="https://getsupport.apple.com">https://getsupport.apple.com</a> for Apple transaction.

You can also cancel your subscription before renewal date, but you may still use the service until the expiry date. Your card will not be charge after your expiry date.

### 16. ACCOUNT TERMINATION

If you no longer wish to use our Services, or if we terminate your account for any reason, here's what you need to know.

You can delete your account/membership by logging into your account under your profile and select the applicable option to delete.

FeelDLove reserves the right to investigate and, if appropriate, suspend or terminate your account without a refund if you have violated these Terms, misused our Services, or behaved in a way that FeelDLove regards as inappropriate or unlawful. We reserve the right to make use of any personal, technological, legal, or other means available to enforce the Terms, at any time without liability and without the obligation to give you prior notice, including, but not limited to, preventing you from accessing the Services.

If your account is terminated by you or by FeelDLove for any reason, these Terms continue and remain enforceable between you and FeelDLove, and you will not be entitled to any refund for purchases made. Your information will be maintained and deleted in accordance with our <u>Privacy Policy</u>.

## 17. INDEMNITY

You agree to indemnify FeelDLove if a claim is made against FeelDLove due to your actions.

Notwithstanding the aforementioned provisions on indemnity, you also agree, to the extent permitted under applicable law, to indemnify, defend, and hold harmless FeelDLove, our affiliates, our respective officers, directors, agents, and employees from and against any and all complaints, demands, claims, damages, losses, costs, liabilities, and expenses, including attorney's fees, due to, arising out of, or relating in any way to your access to or use of our services, your content, your conduct toward other users, or your breach of this Agreement.

You also agree to indemnified FeelDLove and its affiliates, directors and agents for all expenses incurred on your behalf arising from your conduct including but not limited to prohibited breaches, illegal activities, breaches of this Agreement and your negligence.

## 18. BACKGROUND AND IDENTITY VERIFICATION CHECKS

FeelDLove does not conduct criminal background or identity verification checks on its members and users. FeelDLove advises that users and members to exercise sound judgement best judgment when interacting with other users and members. It is further advised that users and members check Feeldlove.com <u>Safety Advice</u> on protecting oneself.

You are solely responsible for your interactions with other users. You should conduct your own background check and identity verification on the users that you interact with while using the services.

You agree to use caution while interacting with other users and including reviewing the Safety Advice provided on the site. FeelDLove is not responsible for any third provider of background check and identity verification that you may use and that such service is at your expense and your risk.

Though FeelDLove strives to encourage a respectful user experience, it is not responsible for the conduct of any user on or off the Service. You agree to use caution in all interactions with other users, particularly if you decide to communicate off the Service or meet in person.

If you are unable to conduct criminal background check or verification on a user or member, it is strongly recommended that you terminate the relationship or discontinue the chat in a polite and respectable manner. We further advise not to share personal information with a user or member until you are comfortable to do so. Background checks and verification are your responsibility.

## 19. DISCLAIMER

FeelDLove's Services are provided "as is" and we do not make, and cannot make, any representations about the content or features of the services.

FEELDLOVE and due to its nature of business provides it service and services on the basis as "AS IN" and "AS AVAILABLE" and to the extent permitted by applicable law, grants no warranties of any kind, whether express or implied, statutory or otherwise with respect to the service or services including content by us. These include without limitation, any implied warranties of satisfactory quality, merchantability, fitness, a particular purpose or non-infringement.

FEELDLOVE does not or shall not represent or warrant that the service or services will be uninterrupted, secure, error free or accurate at all times. All defects, errors and corrective actions will be remedied as quickly as possible and although there is a business contingency plan in place, we do guarantee it effectiveness due to many factors such as natural and manmade disasters that may hinder speedy recovery.

While our matching capabilities may provide matches to fit your profile, FeelDLove, shall not accept liability for matches that do not meet your expectations. Not all matches are intended to be that perfect or best match for you.

FeelDLove further warrant that content, data and information obtained from the service or services will be accurate. It also warrants that that it makes no guarantee as to the number of users or members at any time including the respectful behavior of other users and members.

FEELDLOVE warrants and takes no responsibility for any content that you or other users and members post, send, upload or receive while on the service or services. FeelDLove will not accept responsibility for the identity of others, legitimacy, motives or veracity of any users with whom you may communicate, interact or meet by meeting on FeelDLove.

FeelDLove will not accept responsibility for any damage to your device that may result from using the service. These include from material downloaded and or uploaded by you or other users and members. By using the service, you hereby do so at your own discretion, free will and risk. The limitation for not accepting liability extends to security breaches and attacks from virus, bugs, fraud, errors, delay in system operation, interruption, defect and network failure as well all similar technical problems associated with online and devices.

FeelDLove will work diligently to resolve all matters in line with is business contingency plan in relation to the quality of the service and not for individual issues that may affect users and members.

## 20. ADS AND THIRD-PARTY CONTENT

Like many subscription-based services, there are ads on our websites.

Our Services may contain advertisements and promotions offered by third parties and links to other websites or resources. FeelDLove may also provide non-commercial links or references to third parties within its content. FeelDLove is not responsible for the availability (or lack of availability) of any external websites or resources or their content.

## 21. THIRD-PARTY ENDORSEMENT

FeelDLove is not responsible for, and does not endorse, any products or services that may be offered by third-party websites or resources. If you choose to interact with the third parties made available through our Services, such party's terms will govern their relationship with you. FeelDLove is not responsible or liable for such third parties' terms or actions.

## 22. LIMITATION OF LIABILITY.

Limitation of liability is only limited to that extended by applicable law. In no circumstances is FeelDLove, its directors, employees, agents, affiliates, officers, licensors, or service providers be held liable for any direct or indirect liability consequential, exemplary, incidental, special or punitive damages, including without limitation, loss of profits, whether incurred directly or

indirectly, or any loss of data, use of data, goodwill, or other intangible losses resulting from any one or more or all of the following to include but not limited to your access to or use of or inability to access or use he services, your conduct or content of other users or members and other third parties on, thorough , or following use of the services OR unauthorized or unlawful access, use or alternation of your content, even if FeelDLove has been advised of the possibility of such damages,

FeelDLove will not extend liability to any claim relating to the services more than the amount paid. The limitation of liability in this Agreement shall apply if your remedies under this Agreement fail with respect to the essential purpose. You are therefore advised that some states or jurisdictions do not allow exclusions and limitations of certain damages, therefore, some of these may not apply to you.

FeelDLove's liability is limited to the maximum extent by applicable law.

## 23. DISPUTE RESOLUTION

FeelDLove will use all necessary means to resolve a dispute, however, this Agreement provides avenues for you to pursue a claim if you decide on doing so.

If you are dissatisfied with our Services for any reason, please contact FeelDLove Customer Service first so that we must try to resolve your concerns without the need of third parties, outside assistance or legal parties. If you choose to pursue a claim against FeelDLove, these terms will apply.

If you pursue a legal claim against FeelDLove, you agree to arbitration (with limited exceptions). FeelDLove will work along with a reputable and respectful arbitration company independent of the Arbitrator who will hear the dispute. Please note the following terms and provisions on dispute resolutions.

- 1. Arbitration is an alternative to litigation where a neutral person (the arbitrator) hears and decides the parties' dispute. Arbitration proceedings are designed to provide parties with a fair hearing in a manner that is faster and less formal than court proceedings.
- 2. FeelDLove has no direct interest financially or by ownership or partnership with the company facilitating the Arbitration proceedings. The name of the Arbitration arranger will be provided o the website.
- 3. The exclusive means of resolving any dispute or claim arising out of or relating to this Agreement or our Services shall be BINDING ARBITRATION administered by a reputable company.
- 4. The one exception to the exclusivity of arbitration is that either party has the right to bring an individual claim against the other in a small-claims court of competent jurisdiction, or, if filed in arbitration, the responding party may request that the dispute proceed in small claims court if the party's claim is within the jurisdiction of the small claims court.

- 5. If the responding party requests to proceed in small claims court before the appointment of the arbitrator, the arbitration shall be administratively closed, and if requested after the appointment of the arbitrator, the arbitrator shall determine if the dispute should be decided in arbitration or if the arbitration should be administratively closed and decided in small claims court.
- 6. If you choose arbitration or small-claims court, you may not under any circumstances to commence or to maintain against the FeelDLove any class action, class arbitration, or other representative action or proceeding.
- 7. By using our Services in any manner, you agree to the above arbitration agreement. In doing so, YOU GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend any claims between you and FeelDLove or any other entity associated with the latter.
- 8. As a member, subscriber or user You also give up your right to participate in a class action or other class action proceeding. In this case, your rights will be determined by a neutral arbitrator. This process does not involve a judge or jury and such arbitrator shall determine all matters arising from the dispute.
- 9. Decisions from the Arbitrator are enforceable in court but may also overturn by another court. The arbitration process provides a fair trial or hearing similar to a court and the proceedings are simpler and save time than proceeding through a court with judge and jurors. t only for very limited reasons.
- 10. Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction.
- 11. In the event this arbitration agreement is for any reason held to be unenforceable, any litigation against FeelDLove or the Company may only commence in the federal or state courts that is expected to be more costly for both parties. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.
- 12. You hereby agree to use this form of dispute of resolution as your first approach to resolving a dispute. You will be responsible for your fees using the Arbitration route and in certain cases it may be subject to waive.

You can request a copy of the Arbitration Procedures by contacting us on info@feeldlove.com.

## 24. GOVERNING LAW AND VENUE

The governing state law for this Agreement is Nevada and the Federal Arbitration Act for any dispute between a member, subscriber or user and FeelDLove.

The laws of Nevada will apply or govern if there is a dispute disputes arising out of or relating to this Agreement or our Services. The choice of Nevada governing law shall not supersede any mandatory consumer protection legislation in such jurisdictions. You agree that any claim or dispute you may have against FeelDLove or its services must be resolved in a federal or state court located in Las Vegas, Nevada USA or as described in the Arbitration provisions.

Any claims that are not submitted to arbitration for any reason must be litigated in a county in Nevada (THIS NEEDS A LEGAL REVIEW), unless a claim is brought in small claims court, or where prohibited by law).

Except for claims that may be properly brought in a small claims court of competent jurisdiction in the county or other jurisdiction in which you reside or in County, all claims arising out of or relating to this Agreement, to our Services, for whatever reason that are not submitted to arbitration will be litigated exclusively in the federal or state courts of County in Nevada U.S.A. {NEED A LEGAL REVIEW TO DETERMINE THE COUNTY IN NEVADA MOST LIKLEY WHERE YOUR COMPANY IS INCORPORATED)

As a member or subscriber, you and FeelDLove consent to the exercise of personal jurisdiction of courts in the State of Neveda and waive any claim that such courts constitute an inconvenient forum.

## 25. STATE TERMS

Special terms are appliable to certain states may apply this Agreement. Where applicable these may be provided on the website, but you should also visit your state and check out the <u>Bill of Rights</u> or Buyers` Rights governing agreements of this nature.

Certain state terms may include the use and access of your information and your rights to cancel. Some of these terms may not apply to you.

## **26.ENTIRE AGREEMENT**

This Agreement along with the various policies such as the privacy policy and Cookies` policy supersede all previous terms. By your membership and subscription, you are bound by these terms. The Terms expressed or orally supersede all previous agreements, representations, and arrangements in this Agreement.

If any provision of these Terms is held invalid, illegal, or otherwise unenforceable, the remainder of the Terms shall continue in full force and effect. The failure of FeelDLove to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

You agree that your FeelDLove account is non-transferable and all your rights to your account and its content terminate upon your death and notice of death, unless otherwise provided by law. Any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction. By subscribing to the service, you hereby bound by the terms under "Entire Agreement".

## 27. ACCEPTANCE OF TERMS

By your use of the services provided by FeelDLove, using any of the accessible channels being a mobile device, mobile application, computer or whatever methods now and in the future, you agree to be bound by these Terms, which we may amend from time to time.

Other terms applicable under this Agreement are our Privacy Policy and our Cookies Policies, any Additional Terms and policies that may come into effect. When you accept to become a user, member or subscriber you and agree to be bound by all do not agree to the terms, please do not use the service. By using the service or services you hereby agree to all the terms and are governed by this Agreement.

January 2022 Version. This Agreement is always subject to changes and amendments. You have the right to check for changes by checking the website.