

Terms of Use User Agreement:

These Terms and Conditions constitute the Terms of Use of the website DatingWalk.com. If you do not agree with all of these Terms and Conditions, you must not use this Website and not register for this Service. By using the Website you will be deemed to have irrevocably agreed to these Terms and Conditions, regardless of whether or not you register as a member.

This Website is operated by DatingWalk Ltd., (hereafter Company). These Terms and Conditions constitute the agreement between you and the Company relating to the use of the Website and the Service.

Eligibility:

You have to be at least 18 years of age or older to use this Website or to register as a Member. By using the Website, you represent, undertake and warrant that you have the right, authority and capacity to enter into this Agreement and to comply with all of the Terms and Conditions.

§ 1 TERRITORY

The Website and these Terms of Use are intended to apply internationally to residents located throughout the world. You will be deemed to have accepted these Terms and Conditions by using this Website.

§ 2 MEMBERSHIP

By registering for the Service, you become a member (a "Member"). With the registration you confirm that you have read, understood and agreed to our Terms and Conditions. Your membership is for your sole, personal use. You may not authorize others to use your membership and you may not assign or otherwise transfer your account to any other person or entity.

§ 3 REGISTRATION AND SUBSCRIPTION

3.1. To become a Member, you have to register for the Service. You agree to use this Service in your own name and that you will not impersonate any other person. If and when you register to become a Member, you agree to provide accurate, current and complete information about yourself as prompted by our registration form ("Registration Data"), and to maintain and update your information to keep it accurate, current and complete. You agree that we may rely on your registration data as accurate, current and complete. You acknowledge that if your registration data is untrue, inaccurate, not current or incomplete in any aspect, we reserve the right to terminate this agreement and your use of the Service and, in such event, you shall not be entitled to a refund of any unused fees.

3.2. The Member registration is free.

§ 4 FEES AND PAYMENT

4.1. The use of Services accessible for members is free unless the member is informed before the use that there is a charge for a particular Service. The fee and the way of payment will be made clear in connection with the use of a charged Service. Price rates are part of this agreement. We reserve the right, at any time, to change any fees or charges for using the Service.

4.2. Pre-payment is required before the use of a charged Service. Acceptable forms of payment are visible on our Website. With your registration and bank account information, you give mandate to the licensee to collect the subscription fee from your account.

4.3. Claims of the customer pertaining to the debited amount come under the statute of limitation within 2 weeks after withdrawal. This holds true independently of the legal reasons from which the claims derive. Such claims have to be made in written form and to give the reason is mandatory. If no claim has occurred within this 2 weeks, the payment is deemed to be true.

4.4 The price for services purchased, but not used is generally not refundable except in the case of your membership being cancelled by the company without giving reasons.

§ 5 Delivery of Goods

5.1 General rules

If certain goods are not available in a particular region, the delivery of a similar item or items is possible. All pictures used in the online presentation and other promotion materials of the Company to depict goods are merely exemplary. They do not in every case represent the item exactly, but serve as a means of clarification. The items delivered may differ from the photo and the description. The customer has no right to modification.

5.2 Closure of the Contract

5.2.1 The contract comprises these Terms and Conditions and is closed between the customer and the Company when the customer sends the order information to the company by clicking the „Purchase“ button on the payment page. The customer thus sends an offer to the closing of a contract to the Company. The Company accepts the offer either by a written confirmation, possibly via e-mail, or by fulfilling the order within an acceptable period of time.

5.2.2 The Company reserves the right not to accept the offer of a customer in the event

- that from the data entered by the customer or from a past incidence in which the customer has not fulfilled his obligations, the Company may infer that the customer will not fulfill his obligations of the contract or
- that typing, printing or calculatory errors on the Company's website or promotion material have become part of the offer made by the customer.

5.3 Delivery

5.3.1 If not otherwise indicated, delivery will be made to the member of the Company's platform specified by the customer.

5.3.2 The cost of delivery will be shown on the website prior to the final sending of the order. The manner of delivery is at the discretion of the Company. Unforeseen hindrances to the delivery outside of the Company's influence entitle the Company to extend the delivery period appropriately. This equally holds true if hindrances to the delivery occur in the service of the Company's subcontractors.

5.3.3 The Company has the right to make partial deliveries. The customer will not be invoiced for any higher cost incurred in this respect.

5.3.4 In the event that a delivery of the goods is impossible due to faulty data given by the customer, the Company reserves the right not to refund the payment made for the goods and the delivery.

5.4 Terms of Payment, Reservation of Proprietary Rights

5.4.1 The purchase price and the delivery cost without deduction are due upon ordering.

5.4.2 The customer may choose from the payment options listed in the order process. In the event of a non-payment of a direct debit note, the customer grants the irrevocable right to the bank to disclose his name and current address to the Company.

5.4.3 The goods delivered remain the sole property of the Company until fully paid.

5.4.4 The Customer may balance a payment due and a payment outstanding by the Company only in the event that it is undisputed or made final by court decision.

§ 6 RIGHT OF REVOCATION

For your right of revocation, the German "Widerufsbelehrung" is binding. Please refer to the text [here](#).

§ 7 CONDITIONS OF CONTRACT

7.1. By becoming a member, you specifically agree to accept and consent to receiving email communications initiated from us or through us including, without limitation: message notification emails, "Your Match" emails, emails informing you about events and parties we organize, emails informing you of promotions we run and emails informing you of changes to the Service. Should you not wish to receive any of our email communications, please do not register with us for the Service.

7.2. You agree that we have no responsibility or liability for any failure, the deletion, corruption or failure to store any messages or other content maintained or transmitted by our Service or its

availability.

7.3. You acknowledge that features, parameters or other Services we provide may change at any time.

7.4. You acknowledge that we reserve the right, but we have no obligation, to monitor the profiles and any materials posted in the public areas of the Service. We shall have the right to change, remove and to reject profiles and any such material that, in our sole discretion, violates, or is alleged to violate, the law or this agreement. In such event you have no rights for refunds of made payments. Notwithstanding of our right, you remain solely responsible for the content of the materials you post in the public areas of the Service and in your private email messages. Emails sent between you and other members that are not readily accessible to the general public will be treated by us as private to the extent required by applicable law.

7.5. You acknowledge that we reserve the right to sign out, terminate, delete or purge your account from the Service if it is inactive. "Inactive" means that you have not signed in to the Service for a particular period of time, as determined by us, in our sole discretion.

7.6. You acknowledge that opinions, advice, statements, offers, or other information or content made available through the Service, but not directly by us, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. We do not guarantee the accuracy, completeness, or usefulness of any information on the Service and we neither adopt nor endorse nor are we responsible for the accuracy or reliability of any opinion, advice, or statement made by parties other than us. Under no circumstances are we responsible for any loss or damage resulting from anyone's reliance on information or other content posted on the Service, or transmitted to members.

7.7. Our customer Service employees are here to make your online experience enjoyable by providing assistance and guidance to you. When speaking to our customer Service employees on the phone or communicating with them by any other means, you undertake not to be abusive, obscene, profane, offensive, sexually oriented, threatening, harassing or racially offensive. Should any of our customer Service employees feel, at any given point, threatened or offended by your conduct, we reserve the right to immediately terminate your membership and you shall not be entitled to the refund of any subscription payments we have received from you.

§ 8 RESPONSIBILITIES OF THE USER

You are solely responsible for the content or information you publish, post or display on the Service, or transmit to other members. Violations can lead to the direct modification or termination of information displayed by a user.

8.1. You will use the Service in a manner consistent with any and all applicable laws and regulations.

8.2. You will not include in your profile any information other than where you are specifically asked for in the Confidential Personal Information section of the Service.

8.3. You will not include in your profile any

- email addresses • Instant messenger ID • telephone numbers • street addresses • last names or • URLs.

or any other contact information. 8.4 The Company does not give personal contact information of its members to other members.

Each member personally and on their own responsibility decides to give or withhold personal data. Members must communicate directly with each other in order to exchange personal contact information. Members are at no time obliged to give their personal contact information to another member.

8.5. You will not engage in advertising to, or solicitation of, other members to buy or sell any products or Services through the Service. You will not transmit any chain letters or junk email to other members. You will not post email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

8.6. You will not solicit or attempt to solicit any money from any member or user of the Service or

the Website

8.7. You will not "stalk" or otherwise harass any person.

8.8. You will not harass others by continuing to attempt to communicate with someone who has clearly asked you to cease communications.

8.9. You will not impersonate any person or entity.

8.10. You will not post on the Service, or transmit to other members or to Us or Our employees, any defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive, or illegal material, or any material that infringes or violates another party's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity). You will not post any photos containing nudity or personal information.

8.11. You will not express or imply that any statements you make are endorsed by us, without our specific prior written consent.

8.12. You will not use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or, in any way reproduce or circumvent the navigational structure or presentation of the Service or its contents.

8.13. You will not post, distribute or reproduce, in any way, any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights.

8.14. You will not remove any copyright, trademark or other proprietary rights notices contained in the Service.

8.15. You will not interfere with or disrupt any Service or any site, servers or networks connected to any Service or site.

8.16. You will not forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Service.

8.17. You will not "frame" or "mirror" any part of the Service, without our specific prior written consent.

8.18. You will not use meta tags or code or other devices containing any reference to Us or the Service or the site connected to the Service in order to direct any person to any other web site for any purpose.

8.19. You will not modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Service or any software used on or for the Service or cause or enable others to do so.

§ 9 FLAT-RATE DAMAGES

If the user connects with using our Website or his registration business interests and/or uses entrusted third party data for commercial purposes, and/or violates one or several of the behaviour obligations, mentioned in § 6, he commits himself to pay to the operator a contractual penalty at a value of EURO 2,500.00 for each proven offence.

The debtor is allowed to deliver evidence that no damage has been created or the damage is substantially lower than the flat-rate. The Company reserves itself the right to proof that the damage is higher than the flat-rate.

§ 10 PROPRIETARY RIGHTS

You represent and warrant to us that the information posted in your profile including your photographs is posted by you and that you are the exclusive author of your profile and the exclusive owner of your photographs. You assign to us, with full title guarantee, all copyright in your profile and your photographs posted, at any time, in connection with your use of the Service. You waive absolutely any and all moral rights to be identified as author of your profile and owner of your photograph and any similar rights in any jurisdiction in the world. In addition, other Members may post copyrighted information, which has copyright protection, whether or not it is identified as copyrighted. Except for that information which is in the public domain or for which you have been given express written permission, you will not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information. By posting information, photographs or content on

any Service, You automatically grant, and you represent and warrant that you have the right to grant, to us and other members, free of charge, an irrevocable, perpetual, non-exclusive, royalty-free, fully-paid, worldwide license to use, copy, perform, display, promote, publish and distribute such information, content and photographs and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sub-licenses of the foregoing.

§ 11 INTELLECTUAL PROPERTY

All intellectual property rights in and to the Service are and shall be owned by us, absolutely. Those rights include, but are not limited to, database rights, copyright, design rights (whether registered or unregistered), trademarks (whether registered or unregistered) and other similar rights, wherever existing in the world, together with the right to apply for protection of the same. All other trademarks, logos, Service marks, company or product names set forth in Service are the property of their respective owners.

§ 12 OWNERSHIP

Owner and Operator of this Website is DatingWalk Ltd. The company is registered in 69 Great Hampton Street, BIRMINGHAM, B18 6EW, UK and has its postal address in Allerkampstraße 12A, 29223 Celle, Germany.

§ 13 PRIVACY

We do not share your personal information! Then protection of your personal information is our concern.

The personal information (including sensitive personal information) you provide to us will be stored on computers. You consent to our using this information to build up a profile of interests, preferences and browsing patterns and to allow you to participate in the Service. We undertake to comply with the terms of our Privacy Policy which is located on the Website. Our Privacy Policy is part of this Terms and Conditions. You also agree to read, review, comply with, uphold and maintain our terms and conditions thereof.

§ 14 INDEMNITY BY MEMBER

You will defend, indemnify, and hold us and our officers, directors, employees, agents and third parties harmless, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of the Service, including: (I) Your breach of this Agreement; (II) any allegation that any materials that You submit to us or transmit to the Service infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; and/or (III) your activities in connection with the Service. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person.

§ 15 TERM AND TERMINATION

15.1. This Agreement will remain in full force and effect while you use the Service and/or are a member. You may terminate your membership at any time, for any reason by following the instructions on the Member Services page of the Service, or upon receipt by us of your written or email notice of termination. Either you or we may terminate your membership by removing your profile, at any time, for any reason, with or without explanation, effective upon sending written or email notice to the other party.

15.2 Upon such termination by us without cause, we shall by request refund, pro rata, any unused portion of any subscription payments we have received from you.

15.3 In the event that (a) You terminate your subscription or membership or (b) We determine, in our sole discretion, that you have violated this Agreement, you shall not be entitled to nor shall we be liable to you for any refund of any unused portion of any payments which we have received from you, and we may continue to bar your use of the Service in the future. Even after membership is terminated, this Agreement will remain in effect.

§ 16 LIMITATION OF LIABILITY AND DISCLAIMER

WE DISCLAIM ALL LIABILITY, REGARDLESS OF THE FORM OF ACTION, FOR THE

ACTS OR OMISSIONS OF OTHER MEMBERS OR USERS (INCLUDING UNAUTHORIZED USERS), WHETHER SUCH ACTS OR OMISSIONS OCCUR DURING THE USE OF THE SERVICE OR OTHERWISE.

16.1. No warranties as to accuracy We do not warrant that the Service or the Website will be error-free or uninterrupted or available. There may be omissions, delays and / or interruptions in the availability of the Service or the Website. Where permitted by law, you acknowledge that the Service (and the availability of the Website) is provided without any warranties of any kind whatsoever, either express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

16.2. No warranties as to availability We do not make any representations or warranties that the material or information provided through the Service or on the Website (including any member profile, advice, opinion, statement or other information displayed, uploaded or distributed by the Company or any member or any other person or entity) is reliable, accurate or complete or that your access to the Service or the Website will be uninterrupted, timely or secure.

16.3. No warranty for accuracy of member data Although each member must agree to Our terms and conditions, We cannot guarantee that each member is at least the required minimum age, nor do we accept responsibility or liability for any content, communication or other use or access of the Service by persons under the age of 18 in violation of this Agreement. The Operator can not be hold responsible for incorrect data in the registrations of users. You acknowledge that there are risks involved in online dating, including without limitation, unknowingly dealing with underage persons or persons acting under a false pretence or for a criminal purpose.

16.4 No liability for misuse of Services Also, it is possible that other members or users (including unauthorized users, or "hackers") may post or transmit offensive or obscene materials on the Service and that You may be involuntarily exposed to such offensive and obscene materials. It also is remotely possible for others to obtain personal information about you due to your use of the Service, and that the recipient may use such information to harass or injure you. We are not responsible for the use of any personal information that you disclose on the Service. Please carefully select the type of information that you post on the Service or release to others.

16.5. No liability for damages We rejects all liability for damages in connection with this service. We do not conduct background checks or otherwise screen the members registering to the service in any way. As a result, we will not be liable for any damages, direct, indirect, incidental and/or consequential, arising out of the use of this service, including, without limitation, damages arising out of communicating and/or meeting with other members of the service, or individuals introduced to you via the service. Such damages include, without limitation, financial damages, physical damages, bodily injury and or emotional distress and discomfort.

16.6 We do not warrant success We do not warrant for the success of using our Services. We are not responsible if the use of the Service has not lead to the expected results.

16.7. Implied warranties excluded To the extent permitted by law, any condition or warranty which would otherwise be implied into these Terms and Conditions is hereby excluded. Where legislation implies any condition or warranty, and that legislation prohibits us from excluding or modifying the application of, or our liability under, any such condition or warranty, that condition or warranty will be deemed included but our liability will be limited for a breach of that condition or warranty to one or more of the following:

- a) if the breach relates to Services: 1. the supply of the Services again; or 2. the payment of the cost of having the Services supplied again; and
- b) if the breach relates to goods: 1. the replacement of the goods or the supply of equivalent goods; 2. the repair of such goods; 3. the payment of the cost of replacing the goods or of acquiring equivalent goods; or the payment of the cost of having the goods repaired.

We reserve the right to compensate any such payment through an extended paid membership grade in equivalent.

16.8. No liability for loss We do not accept responsibility for any loss or damage, however caused

(including through negligence), which you may directly or indirectly suffer in connection with your use of the Service, the Website or any Linked Websites, nor do we accept any responsibility for any loss arising out of your use of, or reliance on, information contained in or accessed through the Service or the Website. For the avoidance of doubt and without limiting the generality of the foregoing:

a) The Company does not accept any responsibility or liability for the conduct of any member or other user of the Service, including without limitation any conduct which causes physical injury to any person.

b) The Company does not accept any responsibility or liability for any information or material which you submit to the Service or the Website nor do we accept any responsibility for any use or misuse of any information or material which you submit to the Service or the Website by other members or users;

c) The Company does not accept any responsibility or liability for any direct, indirect, tentative, incidental, special or consequential damages arising out of or in any way connected with your use of the Service or the Website or with any delay or inability to use the Service or the Website, or for any information, products and other services obtained through the Service or the Website, or otherwise arising out of the use of the Website, whether based under contract, negligence or other tort, strict liability or otherwise, even if the Company has been advised of the possibility of such damage;

§ 17 COMPLAINTS

To resolve a complaint regarding the Service, please contact us.

§ 18 CHANGE OF TERMS AND CONDITIONS

18.1. We reserve the right to make changes to the Terms and Conditions from time to time.

18.2. The user agrees to the changed Terms and Conditions and is in full agreement with the use of changed Terms and Conditions if we have informed the user about the changes and if the user has not recalled the changes within two weeks. The period begins at the earliest with the receipt of the notification of change.

18.3. The notification of change must contain information about the Right of Revocation and term and as well about consequences if user has not recalled the changes. Such information can be sent to the E-Mail address enrolled by user.

§ 19 JURISDICTION

This Agreement is governed by the laws of Germany, without regard to its conflict of law provisions. You agree to personal jurisdiction by and venue in the state and federal courts of Germany. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

§ 20 OTHERS

20.1. The Terms and Conditions of this agreement are subject to changes made by us, at any time, effective upon notice to you, which notice shall be deemed to have been provided upon our posting of the current version of this agreement on the service.

20.2. Should a provision in these business conditions or a provision in the framework of other agreements be or become null and void, the effectiveness of all other provisions of these Agreement will remain unaffected.

§ 21 DEFINITIONS

In this Terms and Conditions the following words have the following meanings unless the context requires otherwise:

"Company" means DatingWalk Ltd., an UK registered company with its offices in Allerkampstraße 12A, 29223 Celle, Germany and shall include any related body corporate or associate of DatingWalk Ltd. "Agreement" means the agreement between You and Us incorporating these terms and conditions for the provision of the Service, as amended from time to time in accordance with the terms and conditions set forth herein.

"We, Us, Our" refers to the Company. "You, Your, Yourself" refers to the person who uses the Website or registers for the Service. "Website" means this website which is owned and operated by the Company.

"Claim" means, in relation to a person, a claim, demand, remedy, suit, injury, damage, loss, cost, liability, action, proceeding, right of action, claim for compensation or reimbursement or liability incurred by or to be made or recovered by or against the person, however arising and whether ascertained or unascertained, or immediate, future or contingent.

"Commercialise" means to exploit, market, promote, develop, integrate, research, sell and conduct any other activity for profit or reward.

"Privacy Policy" means the Company's privacy policy which is available on the Website. "Service" means the facilities made available for members via the Website.

"Terms and Conditions" means these terms and conditions as amended by the Company from time to time, which form the agreement between you and the Company. Should a provision in these Terms and Conditions or a provision in the framework become null and void or in case of cancellation or modification of articles of these Terms and Conditions, the effectiveness of all other provisions of these Terms and Conditions will remain unaffected.