

TERMS OF SERVICE AGREEMENT

1. **Introduction/Acceptance of Terms.** Love Unmasked (referred to herein as "Company" and sometimes as "we," "us," or "our") is pleased to make the LoveUnmasked.com website ("Website") and dating service (collectively with the Website, the "Service" or "Services") available to you. By registering for the Service, you agree to be bound by the terms set forth in this Terms of Service Agreement, our [Privacy Policy](#) (which is incorporated herein by this reference), and all other provisions and policies associated with your access and use of the Service (collectively, this "Agreement"). BY CHECKING THE "I AGREE" BOX, YOU UNDERSTAND AND CONSENT TO BE BOUND TO THE TERMS OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE ALTERNATIVE DISPUTE RESOLUTION PROVISIONS, THE CLASS ACTION WAIVER, AND THE [PRIVACY POLICY](#).
2. **Account Eligibility.**
 - a. Minimum Age. You must be at least 18 years old to register for the Services. By using the Service, you represent and warrant that you are at least 18 years old.
 - b. Capacity. You have the legal capacity to enter into a binding agreement with Company.
 - c. Marital Status. By registering to use or using the Service, you represent and warrant that you are single or (if legally married) separated. If you are married and not separated, you may not register to use or use the Service.
 - d. Healthcare Credentials/Professional Status. You have represented and warranted to a third-party eligibility verifier, if applicable, or do represent and warrant that you are a licensed medical professional.
 - e. Account Confidentiality. When you complete the registration process, you will create a password that will allow you to access our Website. You agree to maintain the confidentiality of your password and agree that you are fully responsible for all liability and damages resulting from your failure to maintain that confidentiality and all activities that occur through the use of your password. You agree to immediately notify us of any unauthorized use of your password or any other breach of security regarding your account or information. You agree that Company shall not be liable for any loss or damage arising from your failure to comply with password security as discussed herein.
3. **Use of Services; Content; Proprietary Rights.**
 - a. The Company grants you a limited, non-exclusive, non-transferable, revocable limited license to access and use our Service as expressly permitted herein. We reserve all rights not expressly granted herein.
 - b. Our Service and all logos, trademarks, buttons icons, images, pictures, graphics, content used in connection with the same (collectively referred to as "Our Content") are protected under U.S. intellectual property laws, and are exclusively owned and/or controlled by us. UNAUTHORIZED USE, MODIFICATION, REPUBLISHING, TRANSMITTING, DISTRIBUTING OR DUPLICATING OR ANY OTHER MISUSE OF OUR CONTENT IS PROHIBITED.
 - c. By using the Services, you grant Company a worldwide, perpetual, non-exclusive, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, and/or display any content ("Content") you submit or place on the Website. You have no reasonable expectation of privacy when using the Service because you understand that anything you post or communicate through the Service may be seen by other users of the Service in addition to users who you choose to communicate with directly. You have the option to make some conversations or photo albums private so that only those users whom you choose have access to them. You are solely responsible for all Content submitted to the Service. If you terminate your membership or delete Content from your profile, some content may remain available, including but not limited to Content of cached internet pages or other uses by third parties that are beyond Company's control. By checking the "I Agree" box, you acknowledge that you understand and agree that Company cannot and does not assume any liability for or relating to third party use of your Content, which you acknowledge and agree is beyond Company's control.

- d. You will not post, copy, modify, transmit, disclose, show in public, create any derivative works from, distribute, make commercial use of, or reproduce in any way any (i) confidential information or (ii) other copyrighted material, trademarks, or other proprietary information accessible via the Services, without first obtaining the prior written consent of the owner of such proprietary rights.
 - e. You agree that Company 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 this Agreement; (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 of the Company or any other person.
4. **Restrictions; Misconduct.** By using the Services, you agree that you will not do any of the following:
- a. **Posting Restrictions.** You agree to not make any posting on the Website that: (i) violates any local, state, federal, or international laws; (ii) infringes on any patent, trademark, trade secret, copyright or other proprietary rights of any party; (iii) harms, threatens, defames, promotes violence or illegal activities, or is otherwise vulgar, obscene, abusive, harassing, tortuous, libelous, invasive of another's privacy, hateful, or racially, ethically or otherwise objectionable; (iv) links directly or indirectly to any materials to which you do not have a right to link; (v) contains any private information of any third party, including, without limitation, addresses, phone numbers, email addresses, government issued tax or identification numbers, and credit card numbers; (vi) contains viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer, hardware, or telecommunications equipment, or to extract information from our Website; (vii) contains any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; (viii) you do not have a right to transmit under any law (i.e. intellectual property laws) or under contractual or fiduciary relationships (i.e. non-disclosure agreements); and/or (ix) is objectionable, in the sole judgment of Company, or which restricts or inhibits any other person from using or enjoying our Website, or which may expose Company, our affiliates, or our users to any harm or liability of any type.
 - b. **No False Information.** You will not provide inaccurate, misleading, or false information to Company or to any other user. If information provided to Company or another user subsequently becomes inaccurate, misleading or false, you will promptly notify Company of such change.
 - c. **No Advertising or Commercial Solicitation.** You will not advertise or solicit any user to buy or sell any products or services on or through the Services. You may not transmit any chain letters, junk or spam e-mail to other users or other unsolicited commercial messages. Further, you will not use any information obtained from the Services in order to contact, advertise to, solicit, or sell to any user without their prior explicit consent.
 - d. **No Harassment.** You will not harass, annoy, intimidate or threaten any Company users or Company employees or agents engaged in providing any portion of the Services to you.
5. **Privacy.** For information about how Company and its affiliates collect, use, and share your personal data, please read our [Privacy Policy](#), which is incorporated herein by reference. By using our Services, you agree that we may use your personal data in accordance with our [Privacy Policy](#).
6. **Third-Party Websites/Advertisers/Sponsors.** Our Services may contain advertisements and promotions offered by third parties and links to other websites or resources. Company may also provide non-commercial links or references to third parties within its content. Moreover, Company may use a third-party verifier to independently verify your eligibility to use the Website. Company is not responsible for the availability (or lack of availability) of any external websites or resources or their content. Furthermore, Company 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. Company is not responsible or liable for such third parties' terms or actions.
7. **Term and Termination.** This Agreement will become effective upon your checking the "I Agree" box and will remain in effect in perpetuity unless terminated hereunder. Company may terminate your account at any time, for any reason or no reason, without explanation, effective upon sending written

notice to you. Company reserves the right to immediately suspend or terminate your access to any of the Services, without notice, for any reason or no reason. We also reserve the right to remove your account information or data from our Services and any other records if your account and/or access to the Services is terminated. In the event your access to any of the Services is suspended due to a material breach of this Agreement, you agree that all fees then paid to Company by you are nonrefundable.

8. Disclaimers.

- a. As Is; No Warranty; Release; Etc. YOU UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO REPRESENTATIONS ABOUT THE AVAILABILITY OF THE SERVICE OR THE CONTENT YOU OR OTHER USERS SUBMIT. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS. WE DISCLAIM TO THE FULLEST EXTENT PERMISSIBLE BY LAW, AND YOU WAIVE, ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. FURTHER, TO THE EXTENT PERMITTED UNDER APPLICABLE LAWS, YOU HEREBY RELEASE US FROM ANY AND ALL CLAIMS OR LIABILITY RELATED TO ANY SERVICE OFFER BY OTHER USERS, ANY ACTION OR INACTION BY YOU OR OTHER USERS, INCLUDING YOUR AND OTHER USER'S FAILURE TO COMPLY WITH THE TERMS OF THE AGREEMENT. THE FUNCTIONS AND FEATURES OF THE SERVICE ARE NOT WARRANTED TO BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. WE DISCLAIM ANY RESPONSIBILITY FOR THE DELETION, FAILURE TO STORE, MIS-DELIVERY, OR UNTIMELY DELIVERY OF ANY CONTENT. YOU ASSUME THE ENTIRE RISK OF LOSS OF CONTENT AND/OR DAMAGE DUE TO YOUR USE OF THE SERVICE.
- b. Your Interactions with Others. ALWAYS USE YOUR BEST JUDGMENT AND TAKE APPROPRIATE SAFETY PRECAUTIONS WHEN COMMUNICATING WITH OR MEETING NEW PEOPLE. COMMUNICATIONS RECEIVED THROUGH THE SERVICE, INCLUDING AUTOMATIC NOTIFICATIONS SENT BY COMPANY, MAY RESULT FROM USERS ENGAGING WITH THE SERVICE FOR IMPROPER PURPOSES, INCLUDING FRAUD, ABUSE, HARASSMENT, OR OTHER SUCH IMPROPER BEHAVIOR.
- c. No Criminal/Background/Identity Verification Checks. YOU UNDERSTAND THAT COMPANY DOES NOT CONDUCT CRIMINAL BACKGROUND OR IDENTITY VERIFICATION CHECKS ON ITS USERS OR OTHERWISE INQUIRE INTO THE BACKGROUND OF ITS USERS. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT, IDENTITY, INTENTIONS, LEGITIMACY, OR VERACITY OF USERS. COMPANY RESERVES THE RIGHT TO CONDUCT OR HAVE CONDUCTED ON COMPANY'S BEHALF—AND YOU AUTHORIZE COMPANY TO CONDUCT OR HAVE CONDUCTED ON COMPANY'S BEHALF—ANY CRIMINAL BACKGROUND CHECK, PROFESSIONAL TRAINING/CREDENTIAL VERIFICATION, OR OTHER SCREENINGS (SUCH AS SEX OFFENDER REGISTER SEARCHES) AT ANY TIME USING AVAILABLE PUBLIC RECORDS, AND YOU AGREE THAT ANY INFORMATION OR CONTENT YOU PROVIDE MAY BE USED FOR THAT PURPOSE. IF THE COMPANY DECIDES TO CONDUCT OR HAVE CONDUCTED ON COMPANY'S BEHALF ANY SCREENING THROUGH A CONSUMER REPORTING AGENCY, YOU HEREBY AUTHORIZE THE COMPANY TO OBTAIN AND USE A CONSUMER REPORT ABOUT YOU TO DETERMINE YOUR ELIGIBILITY UNDER THESE TERMS.

- 9. Limitation of Liability.** Company's liability is limited to the maximum extent by applicable law. To the fullest extent permitted by applicable law, in no event will Company, its affiliates, employees, licensors, or service providers be liable for any indirect, consequential, exemplary, incidental, special or punitive damages, including, without limitation, loss of profits, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from: (i) your access to or use of or inability to access or use the Services; (ii) the conduct or content of other users or third parties on, through, or following use of the Services; or (iii) unauthorized access, use, or alteration of your Content, even if Company has been advised of the possibility of such damages. In no event will Company's aggregate liability to you for all claims relating to the Services exceed the amount paid, if any, by you to Company for the Services while you have an account. THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF YOUR

REMEDIES UNDER THIS AGREEMENT FAIL WITH RESPECT TO THEIR ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

10. **Indemnity.** To the maximum extent permitted by law, you agree to indemnify, defend and hold harmless Company and its affiliates, any third-party eligibility verifier contracted or affiliated with Company, and/or related entities, whether direct or indirect, current, former or future, and its and their respective current, former or future officers, directors, employees, agents, successors and assigns and related third parties (each an "Indemnified Party"), for any claims, causes of action, debts, damages, losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of any third-party claim that (a) your use of or inability to use the Services, (b) any user postings or Content made by you, (c) your violation of any terms of this Agreement or your violation of any rights of a third-party, or (d) your violation of any applicable laws, rules or regulations, except to the extent caused by any unlawful or negligent act or omission by Company. Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Company in asserting any available defenses. An Indemnified Party may participate in the defense by counsel of its own choosing, at its own cost and expense. You shall not settle any claim that adversely affects an Indemnified Party or imposes any obligation or liability on an Indemnified Party without the Indemnified Party's prior written consent.
11. **Dispute Resolution; Arbitration.** By checking the "I Agree" box, you agree that, if any dispute arises out of or in any way related to this Agreement and/or your use of the Service, including any claims you may have against us or another user of this Service or which another user of this Service may have against you (collectively the "Disputes"), any and all such Disputes shall be resolved by submission to binding arbitration in Fresno, California before a single retired judge or justice with JAMS pursuant to JAMS Comprehensive Arbitration Rules and Procedures in effect at the time of any such Dispute. If the parties to any Disputes are unable to agree on a JAMS retired judge or justice within fifteen (15) calendar days of a demand for arbitration filed with JAMS by any of the parties to such Disputes, JAMS will follow the procedure in its Comprehensive Arbitration Rules and Procedures to name a retired judge or justice who will act as the sole arbitrator. Any decision of the arbitrator may be confirmed by a court of competent jurisdiction and the ensuing judgment may thereafter be enforced in the same manner as a judgment in a civil action. The ensuing judgment may also be appealed pursuant to applicable federal law. We agree that this Agreement involves interstate commerce and the arbitration will be governed by the provisions of the Federal Arbitration Act (9 U.S.C. 1 et seq.). California substantive law shall govern the underlying Disputes to be arbitrated. We agree that the arbitrator, not any federal or state court judge, shall have the exclusive jurisdiction to resolve any and all disputes regarding the arbitrator's jurisdiction and the interpretation, applicability, enforceability or formation of this binding Agreement to arbitrate, including but not limited to determining which Disputes are subject to arbitration, or any contention that all or any part of this arbitration agreement is unenforceable, voidable or void.
12. **Class Action Waiver.** Except as otherwise required under applicable law, (i) you and Company mutually intend and agree that neither you or Company will assert any class actions or representative actions against the other, nor will such actions or procedures apply in any arbitration pursuant to this Agreement; (ii) you and Company mutually agree that neither you or Company will assert class action or representative action claims against the other in arbitration or in any other proceeding or action; and (iii) you and Company each shall submit only your own, individual claims and defenses in arbitration and will not seek to represent the interests of any other person.
13. **Miscellaneous.**
 - a. **No Waiver.** Company's failure to exercise or enforce any right or provision of this Agreement or the [Privacy Policy](#) shall not constitute a waiver of such right or provision.
 - b. **Governing Law; Venue.** Unless prohibited by local law, this Agreement is governed by the laws of the State of California, without giving effect to any principles of conflicts of laws. Notwithstanding the foregoing, Section 11 of this Agreement shall be governed by the Federal Arbitration Act. Nothing in this Agreement is intended to limit a party's right to seek equitable relief at any time. If the arbitration provisions set forth in Section 11 is held to be unenforceable, you agree that any

claims or disputes that you have against us must be resolved in the federal or state courts located in Fresno, California to the extent permissible by applicable law. For the sake of clarity, the choice of California law shall not exclude, limit or supersede a consumer's rights or remedies under mandatory consumer protection laws in the jurisdiction where the consumer resides.

14. **Digital Millennium Copyright Act Notice.** If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement, as set forth in the Digital Millennium Copyright Act of 1998 ("DMCA"), and is accessible on the Services, please notify Company's copyright agent. For your complaint to be valid under the DMCA, you must provide the following information in writing:
- a. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
 - b. Identification of the copyrighted work that you claim is being infringed;
 - c. Identification of the material that is claimed to be infringing and where it is located on the Services;
 - d. Information reasonably sufficient to permit Company to contact you, such as your address, telephone number, and email address;
 - e. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
 - f. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following Company DMCA agent: Love Unmasked, Attn: DMCA Agent, 1865 Herndon Ave., Ste K, #346, Clovis, CA 93611, or at Loveunmaskedgy@gmail.com.