

# TERMS OF USE – 2DME

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### IMPORTANT – BETA PLATFORM – USE AT YOUR OWN RISK

This platform may include beta or experimental features and may contain bugs, errors, or other instabilities. You understand and agree that you use the Services at your own risk, and that the limitations of liability in these Terms apply to all such use.

#### 1. Introduction & Acceptance

These Terms of Use (“Terms”) govern your access to and use of the websites, mobile applications, and related products and services (collectively, the “Services”) provided by 2DME (“Company,” “we,” “our,” or “us”), a company based in New Jersey, USA.

The Services may be developed, operated, supported, or hosted by the Company’s third-party technical and service partners, including software developers, contractors, hosting providers, and other vendors (together with the Company, the “Service Providers”). All protections, limitations, disclaimers, and releases in these Terms apply equally to both the Company and all Service Providers, who are third-party beneficiaries of these provisions.

By creating an account, clicking “I Agree,” or accessing or using the Services, you acknowledge that you have read, understood, and agree to be legally bound by these Terms and by any other policies or terms that are referenced in these Terms or presented within the Services (including our Privacy Policy). If you do not agree, you must not use the Services.

#### 2. Eligibility & Account Responsibilities

You must be at least 18 years old and reside in the United States. By using the Services, you represent and warrant that you meet these requirements.

You agree to provide accurate, current, and complete information when creating your account and to update such information as needed. You may not impersonate any person or entity or use any name that you are not authorized to use.

You are responsible for maintaining the confidentiality of your login credentials and for all activities that occur under your account. You agree to notify us promptly of any unauthorized use of your account or any other breach of security.

#### 3. Description of the Services; No Guarantee of Matches

The Services provide a platform where users can create profiles, view other users’ profiles, communicate, and potentially arrange dates or relationships. We do not guarantee that you will find compatible matches, form relationships, or achieve any particular personal, emotional, or social outcome through use of the Services.

We do not guarantee the availability of any specific features and may add, remove, or modify features at any time.

#### 4. No Background Checks; User Responsibility & Safety

We do not conduct criminal background checks, sex offender checks, credit checks, or identity verification on all users, and we are under no obligation to do so. You are solely responsible for your interactions with other users, whether online or in person.

You acknowledge that meeting people (online or offline) involves inherent risks, and that it is your responsibility to exercise caution and good judgment. You agree to follow reasonable safety practices, such as meeting in public places, informing friends or family of your plans, and discontinuing interactions that make you uncomfortable.

The Company and Service Providers are not responsible or liable for the conduct, actions, or omissions of any user, whether online or offline. You agree that you will not hold the Company or any Service Provider liable for any damages, harm, or losses arising from your interactions with other users.

#### 5. User Conduct & Community Guidelines

You agree not to use the Services for any unlawful, harmful, fraudulent, or abusive purpose; harass, stalk, threaten, intimidate, or otherwise harm any person; upload, post,

or transmit any content that is illegal, offensive, pornographic, violent, discriminatory, or otherwise objectionable; misrepresent your identity, age, or intentions, or create multiple or fake accounts; request or share financial information for fraudulent purposes; use the Services to promote or solicit commercial products, services, or schemes; or interfere with or disrupt the security, operation, or performance of the Services. We may, but are not obligated to, monitor activity and content on the Services and may remove or restrict any content or account that violates these Terms or poses a risk.

#### 6. User Content & License

You may submit or upload content, including text, photos, videos, preferences, and other information ("User Content"). You remain the owner of your User Content.

By submitting User Content, you grant the Company and the Service Providers a worldwide, non-exclusive, royalty-free, transferable, sublicensable license to use, host, store, reproduce, modify, adapt, publish, translate, distribute, publicly perform, and display such User Content as reasonably necessary to provide, operate, improve, promote, and secure the Services and to comply with legal obligations.

You represent and warrant that your User Content does not infringe or violate any third-party rights, is lawful and not misleading or fraudulent, and complies with these Terms.

We may remove or disable access to any User Content that we believe violates these Terms or applicable law.

#### 7. License to Use the Services

Subject to your compliance with these Terms, the Company grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Services for your personal, noncommercial use. You may not copy, modify, or create derivative works of the Services; reverse-engineer, decompile, or attempt to extract the source code; use automated tools to access the Services (except as expressly permitted); or resell, rent, lease, or sublicense the Services.

#### 8. Subscriptions, Fees & Refunds

Some features may require payment. All prices are subject to change with notice. Unless otherwise stated, all fees are non-refundable. If your payment method fails or your account is past due, we may suspend or terminate your access to Paid Services.

#### 9. Third-Party Services & Links

The Services may integrate with or contain links to third-party applications, websites, or services. Your use of any third-party service is governed solely by that provider's terms and policies. The Company and Service Providers are not responsible for third-party services or for any damages arising from your use of such services.

#### 10. Disclaimers; No Warranties; Beta Features

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES (INCLUDING ALL SOFTWARE, CONTENT, AND ANY BETA OR EXPERIMENTAL FEATURES) ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT ANY WARRANTIES OF ANY KIND.

THE COMPANY AND ALL SERVICE PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, RELIABILITY, OR AVAILABILITY.

We do not warrant that the Services will be uninterrupted, secure, or error-free; the accuracy or reliability of user profiles or communications; any particular outcome or success in your personal or dating life; or that the Services are a substitute for professional advice.

#### 11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ALL SERVICE PROVIDERS FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES SHALL NOT EXCEED THE AMOUNTS YOU HAVE PAID TO THE COMPANY FOR THE SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

IN NO EVENT SHALL THE COMPANY OR ANY SERVICE PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOST

PROFITS, LOST REVENUE, LOSS OF DATA, OR EMOTIONAL DISTRESS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 12. Indemnification

You agree to indemnify, defend, and hold harmless the Company and all Service Providers, and their respective owners, officers, employees, contractors, and agents, from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to your use or misuse of the Services, your User Content, your violation of these Terms or any applicable law, or your interactions with other users.

#### 13. Suspension & Termination

We may suspend or terminate your account or access to the Services at any time, with or without notice, including if we believe you have violated these Terms, pose a risk, fail to pay fees, or we discontinue the Services. Upon termination, your right to use the Services ceases, and sections that by their nature should survive will remain in effect.

#### 14. Governing Law & Arbitration; Class Action Waiver

These Terms are governed by the laws of the State of New Jersey, USA, without regard to its conflict-of-laws rules.

ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES SHALL BE RESOLVED EXCLUSIVELY BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS IN THE STATE OF NEW JERSEY, ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). YOU AND THE COMPANY AGREE THAT ALL CLAIMS MUST BE BROUGHT IN YOUR OR ITS INDIVIDUAL CAPACITY ONLY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING.

#### 15. Changes & Miscellaneous

We may modify the Services or these Terms at any time. Your continued use after changes become effective constitutes acceptance. If any provision is held invalid, the remaining provisions remain in full force and effect. You may not assign these Terms without our consent; we may assign them in connection with a merger, acquisition, or similar event. These Terms, plus any referenced policies, form the entire agreement between you and the Company regarding the Services.