

Secondlove.com Terms of Use Agreement

Welcome to secondlove.com, the service for like-minded adults to interact, to meet each other online, operated by U-Tell Digital (each the 'company' or 'Secondlove.com') We will indicate the last update date at the end of these terms. you agree to note that last update date of the revision you read and agree to periodically check these terms for changes. if the last update date has been changed, then you will know we have made changes to these terms and that you must review the terms to determine how your rights and responsibilities under the terms have changed

Information and services that are provided on this Site and Service in a language other than English are only provided as a convenience to you when available. All Services to be provided, all obligations of Ashley Madison and all communication between the parties with respect to this Agreement will be done in the English language.

Web pages which are translated from English to other languages may contain errors / omissions. If for any reason the translated text is incorrect, or misleading, the English text shall be deemed as the official version.

This is a legal agreement between you and Secondlove.com which may be contacted at Avenida Diagonal 640, 6a planta 08017 Barcelona Spain.

1. Acceptance of Terms of Use Agreement.

By accessing the secondlove.com website including through a mobile application the user agrees to and are bound by the terms and conditions of this agreement for as long as you continue to use the site or services, whether or not you register as a member of secondlove.com. If you don't agree to be bound by this agreement do not use the site or the services. If you wish to become a member of secondlove.com and make use of the services please read this agreement. Your use of or participation in certain services may be subjected to additional terms and such terms will be either listed in this agreement or will be presented to you for your acceptance when you sign up to use such services.

The secondlove.com services consist of the following without limitation: a service for like minded people, interactive content.

This agreement is subject to change by Secondlove.com in its sole discretion at any time and any such changes will be posted on the site. Your continued use of the site or the services after the posting of revisions to this agreement will constitute your acceptance of such revisions.

2. Eligibility

you must be at least 18 years old to use the site or to register for the services. By using the services you represent and warrant that you are at least 18 years old. You also represent and warrant that you will not allow any minor access to our site and services. Any use of the service is void where prohibited. By accessing the and using the website you represent and warrant that you have the right to enter into this agreement. If you become a member you represent and warrant that you have never been convicted of a felony and that you are not required to register as a sex offender

with any government entity. Please note Secondlove.com does not currently conduct criminal background screening on its member, however we reserve the right to conduct any criminal background check at any time using available public records to confirm your compliance with this section. By agreeing to these terms and conditions you hereby authorize any such checks.

3. Term and Termination.

- This Agreement will remain in full force and effect while you use the Service and/or are a Member.
- You may change or cancel your membership at any time, for any reason, by following the instructions on the "change/ cancel membership" or similar page on your "Account Settings" page. You may change or cancel your subscription at any time online by following the instructions on the "profile" page on your "Account Settings" page. or by email notice of cancellation to Customer Care. If you cancel your membership via the Website, we may ask you to provide a reason for your cancellation. If you cancel your subscription, the Company requires a reasonable amount of time to process the action. If you cancel a subscription, you will enjoy subscription benefits until the end of your then-current subscription commitment, following which your subscription benefits will expire. However, in no event will you be eligible for a refund of any portion of the subscription fees paid for the then-current subscription commitment. If you paid for your subscription using a multi-payment option, you must make all payments even if you cancel your subscription prior to the end of your then existing subscription commitment period.
- Canceling a subscription does not automatically cancel your membership. If you are a subscriber and you cancel your subscription but not your membership, you will continue to be a Member in the Service and others may view your profile. If you cancel your membership, your profile will be removed, and other Members will not be able to view your profile. You will be able to use your current registration information to "unhide" your profile and reactivate your membership for one year. A Member can cancel his or her membership and remove their profile at any time by following the instructions contained on the "Account Settings" page on the Website.
- The Company may terminate or suspend your subscription and/or membership in the Service at any time without notice if the Company believes that you have breached this Agreement. Upon such termination or suspension, you will not be entitled to any refund of unused subscription fees and, if applicable, all unpaid subscription amounts and other fees you owe will immediately be due. The Company is not required to disclose, and may be prohibited by law from disclosing, the reason for the termination or suspension of your account.
- After your membership or subscription is terminated for any reason, all terms of this Agreement survive such termination, and continue in full force and effect, except for any terms that by their nature expire or are fully satisfied.

4. Use of site

As a user of this site you agree to the following:

Your account is for your personal use only. You may not authorize others to use your account and you may not assign or otherwise transfer your account to any other person or entity. You acknowledge that secondlove.com is not responsible for third party access to your account that results from theft or misappropriation of your user names and passwords.

You may register as a user at no cost, as a user you may use some but not all of the features and services available within the service. To access or use additional features and services including the ability to communicate with other users that are subscribers you must become a paying subscriber to the service. A user profile (both subscribers and nonsubscribers) may remain posted on the website even if that member is not actively using the service. You acknowledge that although a user profile may be viewed you may not (even as a subscriber) be able to use the service to communicate with that user if he or she is not actively using the service.

If you are an US citizen you will only use the services in a manner consistent with this agreement and any and all applicable local state, national and international laws and regulations. By using the services you represent that you have not been designated by the united states government as a specially designated person to whom the provision of the services are prohibited You are responsible for determining whether the use of the services is legal in your jurisdiction

You are solely responsible for and assume all liability regarding the information and content you contribute to the service, the information and content you post, transmit, publish or otherwise make available through the services, and your interactions with other registered users through the services. In addition to sharing your information with your matches we may allow your matches to share your profile information with other members.

You assume all risk when using the services including but not limited to all of the risk associated with any online or offline interactions. You agree to take all necessary precautions when meeting individuals and you agree to review and follow the recommendations set forth in our safety tips on our website.

You will promptly report to secondlove.com any violation of this agreement by others including but not limited to registered users.

The company reserves the right but has no obligation to monitor the information or material you submit to the services or post in the public areas of the services. The company will have the right to remove any such information or material that in its sole opinion violates or may violate any applicable law.

You acknowledge and agree that Secondlove.com may disclose information you provide if required to do so by law at the request of a third party, or if we, in our sole discretion believe that disclosure is reasonable to comply with the law, requests or orders from law enforcement or any legal process (whether or not such disclosure is required by applicable law, protect or defend secondlove.com or a third party's right or property or protect someone's safety such as when harm or violence against any person is threatened).

5. Subscriptions

Secondlove.com bills you through an online account for the use of the service. You agree to pay the company all the charges at the prices you agreed to for any use of the service by you or other persons (including affiliates)

Your subscription will continue indefinitely until cancelled by you. After your initial subscription commitment period and again after any subsequent subscription period your subscription will automatically continue for an additional equivalent period at the price you agreed to when subscribing. You agree that your account will be subjected to this automatic renewal feature. If you do not wish your account to renew automatically or if you want to change or terminate your subscription please log in and go to my profile on the website and follow the directions contained therein. If you cancel your subscription you may use your subscription until the end of your then current subscription term, your subscription will not be renewed after your then current term expires. However, you won't be eligible for a prorated refund of any portion of the subscription fee paid for the then current subscription period. By subscribing you authorize secondlove.com to charge your payment method now and again at the beginning of any subsequent subscription. Upon the renewal of your subscription if secondlove.com does not receive payment from your payment method provider you agree to pay all amounts due on your billing account upon demand and/ Or you agree that secondlove.com may either terminate or suspend your subscription and continue to attempt to charge your payment method provider until payment is received (upon receipt of payment your account will be activated and for purposes of automatic renewal, your new subscription commitment period will begin as of the day payment was received).

We always communicate renewal periods to you in the subscription plan page before you finalize the purchase of your subscription upon confirmation of purchase. By entering into this agreement you acknowledge that your account will be subject to the above described automatic renewals.

6. Communications and Test Profiles.

when you become a member you agree and consent to receive email messages from us. These emails may be transactional or relationship communications relating to the service such as commercial offers, matches or administrative notices. From time to

time, employees of the Company (or its parent or affiliated companies) may create test profiles for the purpose of testing the functionality of our services and website processes to improve service quality for our members.

7. Non-commercial Use by Members.

The Website and Service is for personal use only. Members may not use the Service in connection with any commercial endeavors, such as (i) advertising or soliciting any user to buy or sell any products or services not offered by the Company or (ii) soliciting others to attend parties or other social functions, or networking, for commercial purposes. Users of the Website may not use any information obtained from the Service to contact, advertise to, solicit, or sell to any other user without his or her prior explicit consent. Organizations, companies, and/or businesses may not use the Service or the Website for any purpose. The Company may investigate and take any available legal action in response to illegal and/or unauthorized uses of the Website, including collecting usernames and/or email addresses of members by electronic or other means for the purpose of sending unsolicited email and unauthorized framing of or linking to the Website.

8. Disclaimers

- This section will apply to the maximum extent permitted by applicable law. Secondlove.com provides the services on an as is and as available basis and grants no warranties of any kind, whether express, implied, statutory or otherwise with respects to the services or the site (including all information contained therein) including any implied warranties of merchantability secondlove.com does not warrant that your use of the services will be secure uninterrupted always available error-free or will meet your requirements or that defects in the services will be corrected.
- No warranty is made with respect to the connectivity and availability of the services.
- You acknowledge and agree that neither Secondlove.com nor its affiliates are responsible for and shall not have any liability directly or indirectly for any loss or damage including personal injury or death as a result of or alleged to be the result of any incorrect or inaccurate content posted on the website or provided in connection with the service, whether caused by members or any of the equipment or programming associated with or utilized in the website or service, the timeliness deletion or removal or incorrect delivery or failure to store any content communications or personalization setting or the conduct, whether online or offline of any member any error, omission or defect in interruption, deletion, alteration, delay in operation or transmission, theft or destruction of, or unauthorized access to any user or member communications, or any problems failure or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software failure of email or players on account of technical problems or traffic

congestions on the internet or at any website or combination thereof, including injury or damage to members or to any other persons computer related to or resulting from participating or downloading materials in connection with the internet and/or in connection with the service.

9. Prohibited activities

You will not post on the services transmit to other users, communicate any content (or links thereto) or otherwise engage in any activity on the site through the services that:

- promotes racism bigotry hatred or physical harm of any kind against any group or individual
- is intended to or tends to harass annoy threaten or intimidate any other users of the site or services.
- Is defamatory inaccurate abusive obscene profane offensive sexually oriented obscene or otherwise objectionable
- Contains other copyrighted content (ie music movies videos photographs images software etc.) without obtaining permission first
- Promotes or enables illegal or unlawful activities such as instructions on how to make or buy illegal weapons or drugs violate someone's privacy harm or harass another person, obtain others identity information create or disseminate computer viruses or circumvent copy-protect devices.
- Intended to defraud swindle or deceive other users of the services
- Contains viruses time bombs Trojan horses cancelbots worms or other manual or automatic device or process to retrieve index data mine or harmful or disruptive codes components or devices.
- Promotes or solicits involvement in or support of a political platform religion cult or sect
- Disseminates another person's personal information without his or her permission or collects or solicits another persons personal information for commercial or unlawful purposes
- Is off-topic meaningless or otherwise intended to annoy or interfere with others enjoyment of the site
- Impersonate any person or entity.
- Solicits gambling or engages in any gambling or similar activity.
- Uses scripts bots or other automated technology to access the site or services
- Uses the site or services for chain letter junk mail or spam e-mails.
- Collects or solicits personal information about anyone under 18 or
- Is in any way used for or in connection with spamming, spimming, phishing, trolling or similar activities.
- Violate any applicable law or regulation
- Content that contains pornographic, sexually explicit content.

You will not post any e-mail addresses, personal website address , telephone numbers or profile page you may have on a third party website, or other contact information in the about me section of the service or in any other communications you may have with other users.

10. Proprietary rights

Secondlove.com owns and retain all proprietary rights in the website and services and in all content and trademarks, trade names, service marks and other intellectual property rights related thereto.

The website contains the copyrighted material trademarks, and other proprietary information of the company and its licensors.

You agree not to copy modify transmit create any derivative works from, make use of or reproduce in any way any copyrighted material, trademarks, trade names, service marks or other intellectual property or proprietary information accessible on the website or through the services without first obtaining the prior written consent of the company or if such property is not owned by the company the owner of such intellectual property or proprietary rights.

You agree to not remove obscure or otherwise alter any proprietary notices appearing on any content including copyright trademark and other intellectual property notices.

11. Modifications to Service.

The Company reserves the right at any time to modify or discontinue, temporarily or permanently, the Website or the Service (or any part thereof) with or without notice. You agree that the Company shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service. To protect the integrity of the Website or the Service, the Company reserves the right at any time in its sole discretion to block users from certain IP addresses from accessing the Website or Service.

12. Limitation of liability

to the maximum extent permitted by applicable law in no event will secondlove.com be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and or/incidental, arising out of or relating to the conduct of you or anyone else in connection with the use of the services including without limitation bodily injury, emotional distress, and/or any other damages resulting from communications or meetings with other registered users of the services. This includes any claims, losses or damages arising from the conduct of users who have registered under false pretenses or who attempt to defraud or harm you.

13. Indemnification

You agree to indemnify defend and hold harmless secondlove.com, its subsidiaries and affiliates and each of their officers, directors, employees agents and related third parties for any 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 site or services, any user postings made by you, your violation of any terms of this agreement or your violation of any rights of a third party or your violation of any applicable laws rules or regulations. Secondlove.com 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 secondlove.com in asserting any available defenses.

We will not be liable for any failure or delay in performing under these terms where such failure or delay is due to causes beyond our reasonable control, including natural catastrophes, governmental acts or omissions, laws or regulations, terrorism, labor strikes or difficulties, communication system breakdowns, hardware or software failures, transportation stoppages or slowdowns or the inability to procure supplies or materials.

In no event will our aggregate liability to you or any third party in any matter arising from, relating to or connected with our service or these terms exceed the sum of five thousand (\$5,000) dollars.

14. Arbitration agreement

This agreement provides that all disputes between you and secondlove.com shall be resolved by binding arbitration. Arbitration replaces the right to go to court. In the absence of this arbitration agreement you may otherwise have a right or opportunity to bring claims in a court, before a judge or jury, and /or to participate in or be represented in a case filed in court by others (including but not limited to class actions). Entering into this arbitration agreement constitutes a waiver of your right to litigate claims in court and all opportunity to be heard by a judge or jury. There is no judge or jury arbitration and court review of an arbitration award is limited. The arbitrator must follow this arbitration agreement and can award the same damages and relief a court (including attorneys fees if otherwise authorized by applicable law).

For the purpose of this arbitration agreement secondlove.com means its parents, subsidiaries and affiliated companies and each of their respective officers, directors employees and agents. The term dispute means any dispute claim or controversy between you and secondlove.com regarding any aspect of your relationship with secondlove.com, whether based in contract, statute ,regulation ,ordinance, tort (including but not limited to fraud, misrepresentation, fraudulent inducement, negligence, gross negligence or reckless behavior) or any other legal or equitable theory, and includes the validity enforceability or scope of this arbitration agreement, (with the exception of the enforceability of the class action waiver). Dispute is to be given the broadest possible meaning that will be enforced.

We each agree that any and all disputes as defined above whether presently in existence or based on acts or omissions in the past or in the future will be resolved exclusively and finally by binding arbitration rather than in court in accordance with this arbitration agreement.

September
2016