

## **Pairfect's Terms of Use**

*Last Updated: August 10<sup>th</sup>, 2023*

These Terms of Use (“**Terms**”) constitute an agreement between you (“**you**” or the “**user**”) and Jiella Inc., doing business as “Pairfect”, and its affiliates or assigns (collectively, “**Pairfect**,” “**we**,” “**us**” or “**our**”). By accessing our online platforms through which services may be provided (the “**Platform**”), you signify that you have read, understand, and agree to be bound by these Terms. The Platform may be accessible via websites or applications, whether owned and/or operated by us or third parties, including without limitation, through our website at [www.pairfect.net](http://www.pairfect.net) and any of our related applications. Please read these Terms carefully. You should print a copy of these Terms for your records.

EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE “**ARBITRATION PROVISION AND CLASS ACTION WAIVER**” SECTION BELOW, AND UNLESS YOU OPT-OUT AS SET FORTH IN THAT SAME SECTION, YOU AGREE THAT DISPUTES BETWEEN YOU AND PAIRFECT OR OTHER PARTIES DESCRIBED HEREIN WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AT THE ELECTION OF EITHER PARTY, AND YOU WAIVE YOUR RIGHT TO A JURY TRIAL AND YOUR RIGHT TO BRING OR RESOLVE ANY DISPUTE AS OR TO PARTICIPATE IN A CLASS, PRIVATE ATTORNEY GENERAL, REPRESENTATIVE, OR COLLECTIVE ACTION IN COURT OR IN ARBITRATION.

### **1. You Agree to Our Privacy Policy**

Our [Privacy Policy](#) is incorporated by reference into these Terms. By using the Platform, you are consenting to and agreeing to be bound by the Privacy Policy.

### **2. Platform Services**

When you use the Platform, you consent to receive communications from us electronically via the Platform. You agree to provide accurate, current, and complete information about yourself when you use the Platform and to update such information while you continue to use the Platform.

### **3. Changes**

You are responsible for reviewing these Terms regularly. Pairfect reserves the right, at any time, and in its sole discretion, to modify or discontinue the Platform, these Terms, or any Pairfect policies related to use of the Platform. Revisions to these Terms or Pairfect’s policies may be provided through the Platform, including by posting the revisions on the Platform and updating the “Last Updated” date. Such revisions will go into immediate effect once posted to the Platform. Continued use of the Platform, maintaining your account, or not actively terminating your relationship with us following such modifications to the Platform, these Terms, additional terms and conditions for any service, or other Pairfect policies will constitute your acceptance of such modifications and revisions.

### **4. Eligibility**

You represent and warrant that you: (a) are above the legal age of majority in your jurisdiction of residence; (b) have not previously been suspended or removed from the Platform; (c) do not have more than one account at any given time for the Platform; (d) will only provide us with true, accurate, current and complete information if you register for an account—if we believe or suspect that your information is not true, accurate, current or complete, we may deny or terminate your access to the Platform (or any portion thereof); and (e) have full power and authority to enter into these Terms and in doing so will not violate any other agreement to which you are a party.

We reserve the right to not accept any user for any or no reason, in our sole discretion.

## **5. Account Registration**

You may be given the opportunity to register to create a user account (“**Your Account**”). By registering you represent and warrant that all information that you provide on the registration form is current, complete and accurate to the best of your knowledge. You agree to maintain and promptly update your registration information on the Platform so that it remains current, complete and accurate. During the registration process, you may be required to choose a user name and enter your email address. You acknowledge and agree that Pairfect may rely on this email address or user name to identify you. You shall be responsible for protecting the confidentiality of your user name(s) and/or password(s), if any. You are responsible for all use of Your Account, regardless of whether you authorized such access or use, and for ensuring that all use of Your Account complies fully with the provisions of these Terms of Use.

Any conduct that in our sole discretion restricts or inhibits anyone else from using or enjoying the Services will not be permitted. We reserve the right in our sole discretion to remove or edit any content and to terminate Your Account for any reason.

## **6. Termination**

We may terminate or suspend your access to the Platform, delete your profile and any content or information or prohibit you from using or accessing the Platform (or any portion, aspect or feature of the Platform) if you violate these Terms, effective immediately, which may result in the forfeiture and destruction of all information associated with you and your activities in connection with the Platform.

If you wish to delete your profile or terminate your account, you can do so at any time. In the event of termination, you will still be bound by your obligations under these Terms.

## **7. Subscription and Automatic Renewal Terms**

Certain uses of the Platform require a monthly subscription.

**YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW ON A MONTHLY BASIS UNLESS YOU TERMINATE IN ACCORDANCE WITH THE SECTION ABOVE.**

The subscription fees will be billed through our third party processor. You hereby authorize us, through our third party processor, to charge the applicable subscription fees on a recurring basis. We may increase the subscription fees—and bill your credit card or other payment method for such increased fees—upon thirty (30) days prior notice to you through the email address associated with your account. Any fee increases will become effective at the beginning of the next billing cycle so long as you do not opt to terminate the subscription.

Subscription fees are non-refundable, and you are responsible for paying all unpaid fees through the end of the current term. In the event of an early termination by you or us, you will not be entitled to a refund for any portion of any subscription fees paid or owed.

## **8. Mobile Devices and Mobile Applications**

If you use a mobile device to access the Platform optimized for mobile-viewing, opt in to receive SMS (text messages) from Pairfect (as/when available), or use a mobile application, the following additional terms and conditions ("**Mobile Terms**") also apply to you. Your access to the Platforms via your mobile device or use of a mobile application confirms your agreement to these Mobile Terms, as well as the rest of the Terms. By opting in, you agree to receive promotional SMS text messages on your mobile device. Your consent is not required as a condition of purchasing any goods or services from us.

Data obtained from you in connection with this text messaging service may include your mobile phone number, your carrier's name, and the date, time, and content of your messages and other information you provide to Pairfect as part of this service. Pairfect may use this information to contact you and provide services you request from Pairfect.

Pairfect will not be liable for any delays in the receipt of any text messages. Delivery is subject to effective transmission from your network operator. You understand that wireless service through Wi-Fi or a participating mobile service provider may not be available in all areas at all times and may be affected by product, software, coverage or other service changes made by your mobile service provider or otherwise. You agree that you are solely responsible for all message and data charges that apply to use of your mobile device to access the Platform or use of a mobile application. All such charges are billed by and payable to your mobile service provider. Please contact your participating mobile service provider for pricing plans, participation status and details.

## **9. Statement Regarding Safety and Health**

Pairfect takes steps to try to verify users' identities. However, we cannot make any representations or guarantees about the safety of meeting any individuals using our services. You are solely responsible for determining whether meeting any individual is safe and for taking any precautions to meet in safe locations.

Additionally, Pairfect is not a healthcare provider. You should consult with your healthcare provider(s) and consider the associated risks before using the Platform, including any risks

relating to sexually transmitted infections or mental health. The information provided through the Platform is not intended to be a substitute for professional medical advice, diagnosis or treatment that can be provided by your own physician, therapist, mental health practitioner, or any other licensed or registered health care professional. Always seek the advice of your physician, mental health provider, or other health care professional regarding any questions or concerns you have about your specific health situation, including but not limited to either physical or mental health issues. Everyone's conditions and abilities are different. Use of the Platform is at your own risk.

## **10. User Generated Content**

You are solely responsible for the content and information (collectively referred to as “**User Content**”) that you post or upload on the Services.

User Content uploaded or otherwise communicated on the Services shall comply with all applicable law and regulations, which you are responsible for knowing and understanding. You are prohibited from posting or otherwise communicating to us, or any other user of the Services any offensive, inaccurate, abusive, obscene, profane, threatening, intimidating, harassing, racially offensive, or illegal material, or any material that infringes or violates another person's rights (including intellectual property rights, and rights of privacy and publicity).

You understand and agree that we, without any obligation to do so, may monitor or review any User Content you post, upload or otherwise communicate through the Services or social media. We reserve the right to remove any such User Content, in whole or in part, at our sole discretion, that violates these Terms, is likely to harm our reputation, is deemed inappropriate or otherwise poses a risk of harm to any other person. We reserve the right to deactivate Your Account or otherwise prevent your use and/or participation on Services at any time and for any reason.

You agree that we may access, preserve and disclose your account and any User Content posted, uploaded, received or otherwise communicated if required to do so by law or with the good faith belief that such access, preservation or disclosure is reasonably necessary to: (i) comply with an enforceable subpoena or other legal process; (ii) enforce these Terms; (iii) respond to claims that any information violates the rights of third parties; (iv) respond to your requests for customer service or allow you to use the Services in the future; or (v) protect the rights, property or personal safety of Pairfect or its members, employees, agents, affiliates, partners, communities or any other person. Pairfect is under no obligation to edit, delete or otherwise validate User Content once it has been submitted to us.

## **11. Intellectual Property**

The Platform, the content, any materials downloaded, and all intellectual property pertaining to or contained on the Platform (including but not limited to copyrights, patents, database rights, graphics, designs, text, logos, trade dress, trademarks, and service marks) are owned by Pairfect or third parties; all rights, title, and interest will remain the property of Pairfect and/or such

third-party owner, as applicable. All content is protected by trade dress, copyright, patent, and trademark laws, as well as various other intellectual property and unfair competition laws.

You are authorized to view and retain a copy of pages of the Platform only for your own personal, non-commercial use. You may also view and make copies of relevant documents, pages, images, or other materials on the Platform for the purpose of transacting business with Pairfect. You agree that you will not duplicate, publish, modify, create derivative works from, participate in the transfer of, or in any way distribute or exploit the Platform, or any portion of the Platform, for any public or commercial use, without the express written consent of Pairfect.

Additionally, you agree that you: (a) will not remove or alter any author, trademark, other proprietary notice, or legend displayed on the Platform (or printed pages produced from the Platform), and (b) will not make any other modifications to any documents obtained from the Platform other than in connection with completing information required to transact business with Pairfect.

## **12. Use of Information and Materials**

The information and materials contained on the Platform, and these Terms, policies, and descriptions on the Platform, are subject to change. You accept sole responsibility for all of your activities using the Platform. Your use of the Platform is limited to the intended function of the Platform. Unauthorized use of the Platform and systems, including but not limited to unauthorized entry into Pairfect's systems or misuse of any information posted on the Platform, is strictly prohibited. You may not use the Platform in a manner that:

1. harasses, abuses, stalks, threatens, defames, or otherwise infringes or violates the rights of any party (including but not limited to rights of publicity or other proprietary rights);
2. is unlawful, fraudulent, or deceptive;
3. constitutes inappropriate behavior, as we determine in our sole discretion, including during meetings with our staff, during dates, posting, in your profile, or otherwise;
4. uses technology or other means to access content or systems of Pairfect in a manner that is not authorized by Pairfect;
5. uses or launches any automated system, including, without limitation, "robots," "spiders," or "offline readers," to access content or systems of Pairfect;
6. attempts to introduce viruses or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment;
7. attempts to gain unauthorized access to Pairfect's computer network or user accounts;
8. encourages conduct that would constitute a criminal offense or that gives rise to civil liability;
9. violates these Terms or any other Pairfect policies;
10. attempts to damage, disable, overburden, or impair Pairfect servers or networks;
11. fails to comply with applicable third-party terms; or

12. constitutes any other inappropriate conduct, as determined by us in our sole discretion.

### **13. System Outages, Slowdowns, and Capacity Limitations**

At times you may experience difficulty accessing the Platform or communicating with Pairfect through the Internet, or other electronic wireless services, as a result of high Internet traffic, transmission problems, systems capacity limitations, or other problems. Any computer system or other electronic device, whether it is yours, an Internet service provider's, or Pairfect's, can experience unanticipated outages or slowdowns or have capacity limitations. Pairfect is not responsible for failure or delay of performance caused by such problems.

### **14. Security**

Pairfect makes no warranty whatsoever to you, express or implied, regarding the security of the Platform, including with respect to the ability of unauthorized persons to intercept or access information transmitted by you through the Platform. You acknowledge and agree that you are solely responsible for maintaining the security of your devices. Pairfect is not responsible for any losses resulting from the loss or theft of your device, the loss or theft of your information transmitted from or stored on your devices, or any losses arising from the use of your device by someone whom you have given access. You are required to notify us of any unauthorized use of the Platform by using the contact information in the “**Contact Us**” section below.

To protect the security of your information, Pairfect may require you to authenticate your identity (i.e., prove that you are who you say you are) when you use the Platform.

### **15. Links to Other Websites and Services**

The Platform may contain links to outside services and resources, the availability and content of which Pairfect does not control. We are not responsible for examining or evaluating, and we do not warrant the offering of these services and resources or the content of these websites. Pairfect does not assume any responsibility or liability for the actions, products, and content of these and any other websites. Any concerns regarding any such services or resources should be directed to the service or resource.

### **16. Severability/No Waiver**

If any provision of these Terms shall be deemed unlawful, void, or unenforceable for any reason, then such provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. Pairfect's failure to enforce the strict performance of any provision of these Terms or the additional terms and conditions for any product or service will not constitute a waiver of our right to subsequently enforce such provision or any other provisions of these Terms or the additional terms and conditions.

### **17. Limitation of Liability**

UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR ANY INJURY OR ILLNESS THAT MAY ARISE IN CONNECTION WITH THE PLATFORM, OR FROM YOUR USE OF OR INABILITY TO USE THIS PLATFORM; OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, OR LINE OR SYSTEM FAILURE EVEN IF WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, OR EXPENSES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF PAIRFECT, AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, FOR ANY CLAIM, COST, DAMAGE, OR LOSS ARISING OUT OF OR RELATING TO THE PLATFORM, INCLUDING FOR ANY WARRANTIES THAT MAY NOT BE EXCLUDED, SHALL NOT EXCEED THE LESSER OF THE AMOUNT YOU PAID TO US DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY OR \$10.00 (TEN DOLLARS) (THE "LIABILITY CAP"). PAIRFECT AND YOU AGREE THAT THE LIABILITY CAP SHALL INCLUDE ALL FORMS OF DAMAGES.

Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages. In such jurisdictions, our liability is limited to the greatest extent permitted by law.

## **18. Disclaimers**

THE PLATFORM IS PROVIDED TO YOU ON AN "AS-IS" AND "AS-AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. PAIRFECT MAKES NO WARRANTY THAT (A) THE PLATFORM WILL MEET YOUR REQUIREMENTS, (B) THAT OPERATION OF THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (C) THE CONTENT THAT MAY BE OBTAINED FROM THE USE OF THE PLATFORM WILL BE ACCURATE OR RELIABLE. PAIRFECT UNDERTAKES NO OBLIGATION TO UPDATE THE PLATFORM. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PAIRFECT, OR THROUGH THE PLATFORM SHALL CREATE ANY WARRANTY REGARDING THE PLATFORM NOT EXPRESSLY STATED IN THESE TERMS. YOU UNDERSTAND AND ACKNOWLEDGE THAT ADDITIONAL DISCLAIMERS, LIMITATIONS, AND NOTICES REGARDING THE PLATFORM AND ITS CONTENT AND DATA MAY BE PROVIDED BY PAIRFECT FROM TIME TO TIME WITHIN THE PLATFORM.

WE DO NOT WARRANT THAT THE PLATFORM WILL OPERATE ERROR-FREE OR THAT THE PLATFORM AND ITS SERVERS ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL CONTENT. IF YOUR USE OF THE PLATFORM, THE MATERIAL, OR THE SOFTWARE RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, WE ARE NOT RESPONSIBLE FOR THOSE COSTS.

## 19. Indemnification

You will defend, indemnify, and hold us harmless from and against any actual or threatened suit, actions, proceedings (at law or in equity), claims, damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs, and expenses (including reasonable attorneys' fees, costs, penalties, interest, and disbursements) arising from or related to your conduct with respect to the Platform or violation (or alleged violation) of these Terms. Under no circumstance will Pairfect be liable for damages of any kind that result from your use of, or the inability to use, the Platform.

## 20. ARBITRATION PROVISION AND CLASS ACTION WAIVER

YOU AND PAIRFECT AGREE TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS ACCESS TO DISCOVERY, ALSO MAY BE UNAVAILABLE OR LIMITED IN ARBITRATION.

Any dispute between you and Pairfect arising from or relating to these Terms and their interpretation or the breach, termination or validity thereof, the relationships which result from these Terms, including disputes about the validity, scope or enforceability of this arbitration provision (collectively, "**Covered Disputes**"), will be settled by binding arbitration.

Prior to initiating any arbitration, the initiating party will give the other party at least 60 days advanced written notice of its intent to file for arbitration. Pairfect will provide such notice by either email to your e-mail address on file with Pairfect or by mail to your mailing address on file with Pairfect and you must provide such notice to Pairfect by email to [admin@pairfect.net](mailto:admin@pairfect.net).

During such 60-day notice period, the parties will endeavor to settle amicably by mutual discussions any Covered Disputes. Failing such amicable settlement and expiration of the notice period, either party may initiate arbitration. The arbitrator will conduct any arbitration proceedings by telephone or videoconference unless in-person appearances are requested by you or Pairfect and approved by the arbitrator. Any in-person appearances will be held at a location mutually agreed upon by you and Pairfect, or, in the absence of such agreement, at a location determined by the arbitrator. The arbitrator will have the power to grant whatever relief would be available in court under law or in equity and any award of the arbitrator will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. The arbitrator will apply applicable law and the provisions of these Terms and the failure to do so will be deemed an excess of arbitral authority and grounds for judicial review.

Pairfect and you agree that any Covered Dispute hereunder will be submitted to arbitration on an individual basis only. Neither Pairfect nor you are entitled to arbitrate any Covered Dispute as a class, representative or private attorney action and the arbitrator(s) will have no authority to proceed on a class, representative or private attorney general basis. If any provision of the agreement to arbitrate in this section is found illegal or unenforceable, the remaining arbitration terms shall continue to be fully valid, binding, and enforceable (but in no case will there be a



class, representative or private attorney general arbitration). These Terms and related transactions will be subject to and governed by the Federal Arbitration Act, 9 U.S.C. sec. 1-16 and, where otherwise applicable, by the laws of the Commonwealth of Pennsylvania.

Unless you and Pairfect agree otherwise, in the event that it is determined or these Terms provide that a claim should not proceed through arbitration, you agree that any claim or dispute (with the exception of a claim or dispute appropriately lodged in any small claims court in the United States of America) shall be resolved in the United States District Court for the Eastern District of Pennsylvania, and you submit to the personal jurisdiction of that court. If subject matter jurisdiction (including diversity jurisdiction) does not exist in the United States District Court for the Eastern District of Pennsylvania for any such claim, then the exclusive forum and venue for any such action shall be the courts of the State of Pennsylvania, and you submit to the personal jurisdiction of that court.

## **21. Miscellaneous Provisions**

These Terms constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all previous written or oral agreements between the parties with respect to such subject matter. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.

Pairfect's failure to insist upon or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these Terms. Pairfect may assign its rights and duties under these Terms to any party at any time without notice to you.

If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions will continue in full force.

## **23. Contact Us**

If you have any questions regarding the Platform, please feel free to send us an email at [admin@pairfect.net](mailto:admin@pairfect.net).