# Virtual Lightning Speed Singles Mixer Terms of Use Agreement

*Effective on 2019-11-12*

### We have included brief summaries at the beginning of each section to make it easier for you to read and understand this agreement. The summaries do not replace the text of each section, and you should still read each section in its entirety.

1. **INTRODUCTION**

***By accessing or using Virtual Lightning Speed Single Mixer services, you agree to be bound by these terms, including***

***our*** [***Privacy***](https://www.match.com/legalpolicy/privacypolicy) ***and*** [***Cookie***](https://www.match.com/legalpolicy/cookiepolicy) ***Policies, so it is important that you read this agreement carefully before you create an account. We may update the terms from time to time, so you should check this page regularly for updates.***

Welcome to Virtual Lightning Speed Singles Mixer, operated by Lightning Speed Events Group, LLC, in the case of users originating from within the United States and Canada. As used in this Agreement, the terms “VLSSM,” “us,” “we,” the “Company”, and “our” shall refer to Lightning Speed Events, LLC as appropriate.

By accessing or using our Services on virtualdating.lightningspeedevents.com (the “Website”), or any other platforms or services Lightning Speed Events may offer (collectively, the “Service” or our “Services”), you agree to, and are bound by, these Terms of Use (the “Terms” or “Agreement”). This Agreement applies to anyone who accesses or uses our Services, regardless of registration or participating in our virtual video chat events.

Your use of our Services is also subject to the [Privacy Policy,](https://www.match.com/legalpolicy/privacypolicy) [Cookie Policy,](https://www.match.com/legalpolicy/cookiepolicy) and any terms disclosed and agreed to by you when you register for any of the virtual events (“Additional Terms Upon registration”), which are incorporated into this Agreement by reference. If you do not wish to be bound by this Agreement, do not use our Services.

We reserve the right to modify, amend, or change the Terms at any time. Notice of any material change will be posted on this page with an updated effective date. In certain circumstances, we may notify you of a change to the Terms via email or other means, as appropriate under the circumstances; however, you are responsible for regularly checking this page for notice of any changes. We agree that future changes will not be retroactive without your consent. Your continued use of our Services constitutes your acceptance of any change, and you will be legally bound by the updated Terms. If you do not accept a change to the terms, you should stop using our Services immediately.

# ACCOUNT ELIGIBILITY; YOUR RESPONSIBILITIES

### Before you create an account on Virtual Lightning Speed Singles Mixer, make sure you are eligible to use our Services. This Section also details what you can and can’t do when using the Services, as well as the rights you grant Match.

**By using our Services, you represent and warrant that:**

* 1. You are at least 18 years old;
	2. You are legally qualified to enter a binding contract with VLSSM;
	3. You are single or separated from your spouse;
	4. You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country;
	5. You are not on any list of individuals prohibited from conducting business with the United States;
	6. You are not prohibited by law from using our services;
	7. You have not have been convicted of or pled no contest to a felony or indictable offense (or crime of similar severity), a sex crime, or any crime involving violence;
	8. You are not required to register as a sex offender with any state, federal or local sex offender registry;
	9. You do not have more than one account on our Services; and
	10. You have not previously been removed from our Services by us, unless you have our express written permission to create a new account.

If at any time you cease to meet these requirements, you must immediately delete your account.

**You agree to:**

* Comply with these Terms, and check this page from time to time to ensure you are aware of any change;
* Comply with all applicable laws, including without limitation, privacy laws, intellectual property laws, anti- spam laws, and regulatory requirements;
* Use the latest version of the Website;
* Treat other users in a courteous and respectful manner, both on and off our Services;
* Be respectful when communicating with any of our customer care representatives or other employees;
* Maintain a strong password and take reasonable measures to protect the security of your login information.

## You agree that you will not:

* Misrepresent your identity, age, current or previous positions, qualifications, or affiliations with a person or entity;
* Use the Services in a way that damages the Services or prevents their use by other users;
* Use our Services in a way to interfere with, disrupt or negatively affect the platform, the servers, or our Services’ networks;
* Use our Services for any harmful, illegal, or nefarious purpose;
* Harass, bully, stalk, intimidate, assault, defame, harm or otherwise mistreat any person;
* Post or share Prohibited Content (see below);
* Solicit passwords for any purpose, or personal identifying information for commercial or unlawful purposes from other users or disseminate another person’s personal information without his or her permission;
* Solicit money or other items of value from another user, whether as a gift, loan, or form of compensation;
* Use another user’s account;
* Use our Services in relation to fraud, a pyramid scheme, or other similar practice; or
* Violate the terms of the license granted to you by us.
* Disclose private or proprietary information that you do not have the right to disclose;
* Express or imply that any statements you make are endorsed by us;
* Use any robot, crawler, site search/retrieval application, proxy or other manual or automatic device, method or process to access, retrieve, index, “data mine,” or in any way reproduce or circumvent the navigational structure or presentation of our Services or its contents;
* Upload viruses or other malicious code or otherwise compromise the security of our Services;
* Forge headers or otherwise manipulate identifiers to disguise the origin of any information transmitted to or through our Services;
* “Frame” or “mirror” any part of our Services without prior written authorization;
* Use, access, or publish the Match application programming interface without our written consent;
* Probe, scan or test the vulnerability of our Services or any system or network; or
* Encourage, promote, or agree to engage in any activity that violates these Terms.

## Prohibited Content—VLSSM prohibits uploading or sharing content that:

* Is likely to be deemed offensive or to harass, upset, embarrass, alarm or annoy any other person;
* Is obscene, pornographic, violent or otherwise may offend human dignity, or contains nudity;
* Is abusive, insulting or threatening, discriminatory or that promotes or encourages racism, sexism, hatred or bigotry;
* Encourages or facilitates any illegal activity including, without limitation, terrorism, inciting racial hatred or the submission of which in itself constitutes committing a criminal offense;
* Is defamatory, libelous, or untrue;
* Relates to commercial activities (including, without limitation, sales, competitions, promotions, and advertising, solicitation for services, “sugar daddy” or “sugar baby” relationships);
* Involves the transmission of “junk” mail or “spam”;
* Infringes upon any third party’s rights (including, without limitation, intellectual property rights and privacy rights);
* Includes the image or likeness of another person without that person’s consent (or in the case of a minor, the minor’s parent or guardian), or is an image or likeness or a minor unaccompanied by the minor’s parent or guardian;
* Is inconsistent with the intended use of the Services; or
* May harm the reputation of VLSSM or its affiliates.

The uploading or sharing of content that violates these terms (“Prohibited Content”) may result in the immediate suspension or termination of your account.

# CONTENT

### It is important that you understand your rights and responsibilities with regard to the content on our Services, including any content you provide or post. You are expressly prohibited from posting inappropriate content.

While using our Services, you will have access to: (i) content that you upload or provide while using our Services (“Your Content”); (ii) content that other users upload or provide while using our Services (“Member Content”); and (iii) content that VLSSM provides on and through our Services (“Our Content”). In this agreement, “content” includes, without limitation, all text, images, video, audio, or other material on our Services, including information on users’ profiles and in direct messages between users.

# 3a. YOUR CONTENT

### You are responsible for Your Content. Don’t share anything that you wouldn’t want others to see, that would violate this Agreement, or that may expose you or us to legal liability.

You are solely responsible and liable for Your Content, and, therefore, you agree to indemnify, defend, release, and hold us harmless from any claims made in connection with Your Content.

You represent and warrant to us that the information you provide to us or any other user is accurate, including any information submitted through other third-party sources (if applicable), and that you will update your account information as necessary to ensure its accuracy.

The content included on your individual profile should be relevant to the intended use of our Services. You may not display any personal contact or banking information, whether in relation to you or any other person (for example, names, home addresses or postcodes, telephone numbers, email addresses, URLs, credit/debit card or other banking details). If you choose to reveal any personal information about yourself to other users, you do so at your own risk. We encourage you to use caution in disclosing any personal information online.

Your individual profile (limited part of it after being matched, such as name and email address) will be visible to others ONLY when participating in our Virtual event. No one can find you or search for you through our platform outside of the actual virtual Singles Mixer. You acknowledge and agree that Your Content may be viewed by other virtual participants, but ONLY for those who attend the virtual video chat sessions. By uploading Your Content, you represent and warrant to us that you have all necessary rights and licenses to do so and automatically grant us a license to use Your Content as provided under Section 7 below.

You understand and agree that we may monitor or review Your Content, and we have the right to remove, delete, edit, limit, or block or prevent access to any of Your Content at any time in our sole discretion. Furthermore, you understand agree that we have no obligation to display or review Your Content.

# 3b. MEMBER CONTENT

### While you will have access to Member Content, it is not yours and you may not copy or use Member Content for any purpose except as contemplated by these Terms.

Other users will also share limited content on our Services. Member Content belongs to the user who posted the content and is stored on our servers and displayed at the direction of that user.

You do not have any rights in relation to Member Content, and you may only use Member Content to the extent that your use is consistent with our Services’ purpose of allowing use to communicate with and meet one another. You may not copy the Member Content or use Member Content for commercial purposes, to spam, to harass, or to make unlawful threats. We reserve the right to terminate your account if you misuse Member Content.

# 3c. OUR CONTENT

### Lightning Speed Events owns all other content on our Services.

Any other text, content, graphics, user interfaces, trademarks, logos, sounds, artwork, images, and other intellectual property appearing on our Services is owned, controlled or licensed by us and protected by copyright, trademark and other intellectual property law rights. All rights, title, and interest in and to Our Content remains with us at all times.

We grant you a limited license to access and use Our Content as provided under Section 6 below, and we reserve all other rights.

# INAPPROPRIATE CONTENT AND MISCONDUCT; REPORTING

### Lightning Speed Events does not tolerate inappropriate content or behavior on our Services.

We are committed to maintaining a positive and respectful virtual event platform to hopefully reduce considerably the chances of people falling for online dating scams so we do not tolerate any inappropriate content or misconduct, whether on or off of the Services. We encourage you to report any inappropriate Member Content or misconduct by other users. You can report a user directly through our online form and report the user for misconduct. Once they are investigated, we will remove them from our platform accordingly.

# PRIVACY

### Privacy is important to us. We have a separate policy about it that you should read.

For information about how Match and its affiliates collect, use, and share your personal data, please read our [Privacy](https://www.match.com/legalpolicy/privacypolicy) [Policy](https://www.match.com/legalpolicy/privacypolicy) . By using our Services, you agree that we may use your personal data in accordance with our [Privacy Policy](https://www.match.com/legalpolicy/privacypolicy) .

# RIGHTS YOU ARE GRANTED BY US

### VLSSM grants you the right to use and enjoy our Services, subject to these Terms.

For as long as you comply with these Terms, we grants you access to our virtual single video platform as well as our face to face events happening every weekend, all around North America (at additional fees for face to face event). All face 2 face single mixers are also offered to all members of our virtual platform. Check our calendar of events here.

# RIGHTS YOU GRANT VLSSM

### You own all of the content you provide to us, but you also grant us the right to use Your Content as provided in this Agreement.

By creating an account, you grant us a transferable, sub-licensable, royalty-free right and license to host, store, use, copy, display, reproduce, adapt, edit, publish, translate, modify, and distribute Your Content, including any information you authorize us to access other third-party source (social media accounts, if applicable), in whole or in part, and in any format or medium currently known or developed in the future. VLSSM license to Your Content shall be non-exclusive, except that VLSSM license shall be exclusive with respect to derivative works created through use of our Services. For example, VLSSM would have an exclusive license to screenshots of our Services that include Your Content.

In addition, so that we can prevent the use of Your Content outside of our Services, you authorize us to act on your behalf with respect to infringing uses of Your Content taken from our Services by other users or third parties.

This expressly includes the authority, but not the obligation, to send notices pursuant to 17 U.S.C. § 512(c)(3) (i.e., DMCA Takedown Notices) on your behalf if Your Content is taken and used by third parties outside of our Services. VLSSM is not obligated to take any action with regard to use of Your Content by other users or third parties. VLLSM license to Your Content is subject to your rights under applicable law (for example, laws regarding personal data protection to the extent the content contains personal information as defined by those laws).

In consideration for us allowing you to use our Services, you agree that we, our affiliates, and our third-party partners may place advertising on our Services. By submitting suggestions or feedback to VLSSM regarding our Services, you agree that VLLSM may use and share such feedback for any purpose without compensating you.

You agree that VLLSM 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 these Terms; (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.

# REGISTATION TO VIRTUAL SINGLES MIXER

### You will have the opportunity to register to our video chat platform from VLSSM. If you participate at a specific event, you will pay for this event, and nothing else. NO other charges will be place on your behalf unless you decide to sign up for another of our virtual events. It’s pay as you use service ONLY platform.

# 8b. INTERNAL PURCHASES AND SUBSCRIPTIONS

### Internal Purchases, including registration for virtual events, are processed using the Paypal. It will charge you ONCE you sign up for the event.

If you make an Internal Purchase, you agree to pay the prices displayed to you for the Services you’ve selected as well as any sales or similar taxes that may be imposed on your payments (and as may change from time to time), and you authorize VLSSM to charge your paypal account for the amount listed on the platform ($6). We may correct any billing errors or mistakes even if we have already requested or received payment. If you claim for a chargeback on Paypal or otherwise reverse a payment made with your Payment Method, We will terminate your account immediately in its sole discretion, on the basis that you have determined that you do not want to use our platform any longer. As our events repeat every week at the same time, if a virtual event does not have enough participants, we will issue you a voucher for use for forthcoming events. We offer the minimum of 3 men and 3 women per event participating in our virtual video chat. Any less than this minimum guarantee, VLSSM will issue you a voucher for any future events of your choice. The voucher is redeemable for any other themed events you originally signup for.

# 8c. REFUNDS

Generally, all purchases are final and nonrefundable, unless our events do not meet the minimum guarantee of participants, which we then issue voucher credits to redeem for any future virtual events of your choice.cept if the laws applicable in your jurisdiction provide for refunds.

# ACCOUNT TERMINATION

### If you no longer wish to use our Services, or if we terminate your account for any reason, here’s what you need to know.

You can delete your account at any time by logging into the Website, going to “MyProfile” (the gear/pencil icon in the top right corner), and following the instructions to DELETE RECORD from our platform. The same button can be used when you need to edit your profile.

# NO CRIMINAL BACKGROUND OR IDENTITY VERIFICATION CHECKS

### VLSSM does not conduct criminal background or identity verification checks on its users. Use your best judgment when interacting with others on our video chat platform

### YOU UNDERSTAND THAT VLSSM DOES NOT CONDUCT CRIMINAL BACKGROUND OR IDENTITY VERIFICATION CHECKS ON ITS USERS OR OTHERWISE INQUIRE INTO THE BACKGROUND OF ITS USERS. VLSSM MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT, IDENTITY, INTENTIONS, LEGITIMACY, OR VERACITY OF USERS. VLSSM RESERVES THE RIGHT TO CONDUCT—AND YOU AUTHORIZE MATCH TO CONDUCT—ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS

(SUCH AS SEX OFFENDER REGISTER SEARCHES) AT ANY TIME USING AVAILABLE PUBLIC RECORDS, AND YOU AGREE THAT ANY INFORMATION YOU PROVIDE MAY BE USED FOR THAT PURPOSE. IF THE COMPANY DECIDES TO CONDUCT 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.

**YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS.** SEX OFFENDER SCREENINGS AND OTHER TOOLS DO NOT GUARANTEE YOUR SAFETY AND ARE NOT A SUBSTITUTE FOR FOLLOWING OTHER SENSIBLE SAFETY PRECAUTIONS. ALWAYS USE YOUR BEST JUDGMENT AND TAKE APPROPRIATE SAFETY PRECAUTIONS WHEN COMMUNICATING THROUGH VIDEO CHAT. WE WORK DILIGENTLY IN ALLOWING ONLY PEOPLE WITHIN YOUR CITY AND STATE TO PARTICIPATE IN THE SAME VIRTUAL DATING SESSION. YOU WON”T BE VIDEO CHATTING WITH SCAMMERS FROM NIGERIA OR OTHER WELL KNOWN COUNTRIES WITH THESE REPUTATION. ONLY LOCALS WILL BE ADMITTED TO JOIN YOU AND PARTICIPATE IN THE VIDEO CHAT.

# DISCLAIMER

### VLSSM Services are provided “as is” and we do not make, and cannot make, any representations about the content or features of our Services.

VLSSM PROVIDES OUR SERVICES ON AN “AS IS” AND “AS AVAILABLE” BASIS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO OUR SERVICES (INCLUDING ALL CONTENT CONTAINED THEREIN), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. VLLSM DOES NOT REPRESENT OR WARRANT THAT (A) OUR SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE, (B) ANY DEFECTS OR ERRORS IN OUR SERVICES WILL BE CORRECTED, OR (C) THAT ANY CONTENT OR INFORMATION YOU OBTAIN ON OR THROUGH OUR SERVICES WILL BE ACCURATE. FURTHERMORE, VLSSM MAKES NO GUARANTEES AS TO THE NUMBER OF ACTIVE USERS AT ANY TIME; BUT WE DO OFFER OUR MINIMUM GUARANTEE OF 3 FOR EACH OPPOSITE GENDER. WE MAKE NO GUARANTEES OF PARTICIPANTS WANTING TO COMMUNICATE WITH YOU DURING THE VIRTUAL SPEED SINGLE MIXER, AS EVERY PARTICIPANTS HAVE THE RIGHT TO ACCEPT OR REJECT YOUR OFFER TO MINGLE ONLINE. ALSO, WE CAN’T GUARANTEE ULTIMATE COMPATIBILITY WITH EVERY PARTICIPANTS YOU BEEN MATCHED WITH DURING THE VIRTUAL VIDEO CHAT.

VLSSM TAKES NO RESPONSIBILITY FOR ANY CONTENT THAT YOU OR ANOTHER USER OR THIRD PARTY POSTS, SENDS, OR RECEIVES THROUGH OUR SERVICES NOR DOES VLSSM TAKE ANY RESPONSIBILITY FOR THE IDENTITY, INTENTIONS, LEGITIMACY, OR VERACITY OF ANY USERS WITH WHOM YOU MAY COMMUNICATE THROUGH VLLSM. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK. VLSSM OR ITS AFFILIATES IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER HARDWARE, COMPUTER SOFTWARE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, BUT WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE, OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION.

# DIGITAL MILLENNIUM COPYRIGHT ACT

### We take copyright infringement very seriously. We ask you to help us to ensure we address it promptly and effectively.

VLSSM has adopted the following policy towards copyright infringement in accordance with the Digital Millennium Copyright Act (the “DMCA”). If you believe any Member Content or Our Content infringes upon your intellectual property rights, please submit a notification alleging such infringement (“DMCA Takedown Notice”) including the following:

* 1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
	2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works;
	3. Identification of the material claimed to be infringing or to be the subject of infringing activity and that is to be removed or access disabled and information reasonably sufficient to permit the service provider to locate the material;
	4. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
	5. 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 the law; and
	6. A statement that, under penalty of perjury, the information in the notification is accurate and you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

# ADS AND THIRD-PARTY CONTENT

### Like many online dating platform, there are ads on our websites.

Our Services may contain advertisements and promotions offered by third parties and links to other websites or resources. VLSSM may also provide non-commercial links or references to third parties within its content. VLLSM is not responsible for the availability (or lack of availability) of any external websites or resources or their content.

Furthermore, VLLSM 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. VLSSM is not responsible or liable for such third parties’ terms or actions.

# LIMITATION OF LIABILITY.

### VLSSM’s liability is limited to the maximum extent by applicable law.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL VLSSM, 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 MATCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL MATCH’S AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS RELATING TO THE SERVICES EXCEED THE AMOUNT PAID, IF ANY, BY YOU TO MATCH FOR THE SERVICES WHILE YOU HAVE AN ACCOUNT.

THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS SECTION 14 SHALL APPLY EVEN IF YOUR REMEDIES UNDER THIS AGREEMENT FAIL WITH RESPECT TO THEIR ESSENTIAL PURPOSE.

# DISPUTE RESOLUTION

### In the unlikely event that we have a legal dispute, here is what you need to know.

If you are dissatisfied with our Services for any reason, please contact our Customer Service first so that we can try to resolve your concerns without the need of outside assistance. If you choose to pursue a claim against VLSSM, these terms will apply.

### 15a. ARBITRATION, CLASS-ACTION WAIVER, AND JURY WAIVER

***If you pursue a legal claim againstus, you agree to arbitration (with limited exceptions).***

* 1. The exclusive means of resolving any dispute or claim arising out of or relating to this Agreement (including any alleged breach thereof) or our Services shall be BINDING ARBITRATION administered by a local arbitration firm chosen by us, in the state of Maryland. Also either party has the right to bring an individual claim against the other in a small-claims court of competent jurisdiction, or, if filed in arbitration, the responding party may request that the dispute proceed in small claims court if the party’s claim is within the jurisdiction of the small claims court. If the responding party requests to proceed in small claims court before the appointment of the arbitrator, the arbitration shall be administratively closed, and if requested after the appointment of the arbitrator, the arbitrator shall determine if the dispute should be decided in arbitration or if the arbitration should be administratively closed and decided in small claims court. Whether you choose arbitration or small-claims court, you may not under any circumstances commence or maintain against the Company any class action, class arbitration, or other representative action or proceeding.
	2. By using our Services in any manner, you agree to the above arbitration agreement. In doing so, YOU GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend any claims between you and the Company (except for matters that may be taken to small-claims court). YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING. Your rights will be determined by a NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY, and the arbitrator shall determine all issues regarding the arbitrability of the dispute. You are entitled to a fair hearing before the arbitrator. The arbitrator can grant any relief that a court can, but you should note that arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.
	3. Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction. In the event that this arbitration agreement is for any reason held to be unenforceable, any litigation against the Company (except for small-claims court actions) may be commenced only in the federal or state courts located in Montgomery County, Maryland. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.

# 15b. GOVERNING LAW

### Maryland law and the Federal Arbitration Act will apply if there is a dispute (except where prohibited by law).

Except where our arbitration agreement is prohibited by law, the laws of Maryland, U.S.A., excluding Maryland’s conflict of laws rules, will apply to any disputes arising out of or relating to this Agreement or our Services. Notwithstanding the foregoing, the Arbitration Agreement in Section 15a above shall be governed by the Federal Arbitration Act. For the avoidance of doubt, the choice of Maryland governing law shall not supersede any mandatory consumer protection legislation in such jurisdictions.

# 15c. VENUE

### Any claims that are not submitted to arbitration for any reason must be litigated in Montgomery County, Maryland (except for claims brought in small claims court, or where prohibited by law).

Except for claims that may be properly brought in a small claims court of competent jurisdiction in the county or other jurisdiction in which you reside or in Montgomery County, Md, all claims arising out of or relating to this Agreement, to our Services, or to your relationship with Match that for whatever reason are not submitted to arbitration will be

litigated exclusively in the federal or state courts of Montgomery County. Md, U.S.A. You and VLSSM consent to the exercise of personal jurisdiction of courts in the State of Maryland and waive any claim that such courts constitute an inconvenient forum.

# INDEMNITY BY YOU

### You agree to indemnify VLSSM if a claim is made against VLSSM due to your actions.

You agree, to the extent permitted under applicable law, to indemnify, defend, and hold harmless VLSSM, our affiliates, and their and our respective officers, directors, agents, and employees from and against any and all complaints, demands, claims, damages, losses, costs, liabilities, and expenses, including attorney’s fees, due to, arising out of, or relating in any way to your access to or use of our Services, Your Content, Your conduct toward other users, or your breach of this Agreement.

# ACCEPTANCE OF TERMS

### By using our Services, you accept the Terms of this Agreement.

By using our Services, whether through a mobile device, mobile application, or computer, you agree to be bound by

(i) these Terms, which we may amend from time to time, (ii) our [Privacy Policy](https://www.match.com/legalpolicy/privacypolicy) and [Cookie Policy,](https://www.match.com/legalpolicy/cookiepolicy) and (iii) any Additional Terms Upon Purchase. If you do not accept and agree to be bound by all of the terms of this Agreement, please do not use our Services.

The section headings and summaries contained herein are inserted for convenience only and shall not be considered in interpreting any term or provision hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the entities or persons referred to any require. Any word both capitalized and uncapitalized will be deemed to have the same meaning.

# ENTIRE AGREEMENT

### This Agreement supersedes any previous agreements or representations.

These Terms, with the [Privacy Policy,](https://www.match.com/legalpolicy/privacypolicy) [Cookie Policy,](https://www.match.com/legalpolicy/cookiepolicy) and any Additional Terms Upon Purchase, contain the entire agreement between you and VLSSM regarding the use of our Services. The Terms supersede all previous agreements, representations, and arrangements between us, written or oral. If any provision of these Terms is held invalid, illegal, or otherwise unenforceable, the remainder of the Terms shall continue in full force and effect. The failure of the Company to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. You agree that your VLSSM account is non-transferable and all of your rights to your account and its content terminate upon your death, unless otherwise provided by law. Any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction. No agency, partnership, joint venture, fiduciary or other special relationship or employment is created as a result of these Terms, and you may not make any representations on behalf of or bind VLSSM in any manner.