

Terms of Use for website "NoMoreDating"

GadCode LTD.

1. General

1.1. User consent

General website use and browsing constitute your agreement to all terms and conditions set forth herein by the Terms of Use and are considered to be legally binding. These Terms constitute a binding agreement between you, (the "User") and websites: NoMoreDating.com, NoMoreDating.co.il, appearing together or separately (the "Sites" and / or "Site"), which is owned by Gadcode Inc. (the "Company"). Regulations are designed for use without limitation of the services provided by the Site and / or will be provided in the future. If you do not agree to all of the conditions set forth, you must exit the site and refrain from using the information and services contained therein

1.2. Updating and changing regulations

The site will be permitted to change the terms of use and the emphasis on privacy and information items, which will be at its complete and sole discretion and these changes shall be effective from the date of publication.

Terms of Use updated on September 7th, 2015.

2. Use of the site and accuracy of information

- 2.1. Use and registration is strictly forbidden and unauthorized to minors, and limited to users 18 years of age or older. By using this site the user acknowledges that you are at least 18 years old, and understands that if discovered to be a minor under the age of 18, the site administrator will immediately delete the user profile and may seek further punitive action.
- 2.2. Use of the site is **free of charge**; however the site reserves the right to charge a service fee for future subscriptions, sending messages or any other action it deems, warranting that the site will inform users prior to charging any service fees.
- 2.3. Charging by third party brokerage services is strictly prohibited.
- 2.4. The site is hosted on servers in the United States; the legal situation is different between jurisdictions in the U.S. and Israel, but the site is doing their best that all information provided by the users will be maintained under surveillance, protection, and a secure environment, as required by Israeli law.
- 2.5. The site is designed for personal use only and exclusive to registered users. Information cannot be copied or transferred or used for any other purposes other than intended by the website. Furthermore, users certify that the information is their own personal information, and cannot impersonate or copy another person's profile.
 - I. It is prohibited to create more than one profile per person, creating multiple profiles by the same person could result in blocking these profiles and/or access to the website.

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2.6. The use of the site depends in registering as a member. In the registration process the member will create a profile, identified by e-mail and password chosen by the member. Those details would become the way to identify the member while trying to use the site. The chosen password is private and CANNOT be share with any person or entities. Sharing your password would create responsibly on the member for any action done by the member account, therefore the member should avoid any sharing of personal password. REGISTRATION WITH ILLEGEL OR FAKE E-MAIL IS FORBIDDEN.

I. Creating a profile using a non-valid or non-existing email address might result in blocking the profile and/or access to the website

2.7. The user is aware that when creating a profile on any of the sites, the profile is automatically displayed also on the other site.

2.8. The registration process includes filling out some personal information, which will remain in the database of the website. Some of the details, physical and personality traits, including texts and images in the profile will be available to all users and some will be saved in the database of the website will not be published. Validation of the information is the responsibility of the user only, and the site holds no responsibility with respect to the correctness or accuracy or in accordance with the expectations of the user.

2.9. Upon joining the site, the user gives consent that the profile created will be made public and can be viewed by all other users on the site.

2.10. During registration and profile editing the user can fill in information in the "free text" area. After filling in the "free text", it will be examined and if that information is found to be abusive/blunt/prohibited by law/offensive or promotional material, wherever it may be, shall be deleted and the profile will be updated accordingly (the site reserves the discretion to also take additional steps such as blocking the profile and access if the "free text" violates the terms of service). The site may have refused to publish the "free text" based on its sole discretion, without cause and explanation.

2.11. Upload Profile Photos

I. Users can upload up to twelve (12) images for each user profile.

II. Upon uploading photos, the user declares the copyrights for the images owned by the user and there is nothing preventing the user from uploading them. Furthermore, full responsibility for the content of pictures is the sole responsibility of the user and the site does not responsible for any injury and/or damage caused by uploading these images.

III. The site may delete photos uploaded to the profile and/or the site in its sole discretion and in accordance with existing reservations in these terms without any obligation to give reasons for the refusal.

IV. Images will size and resolution will be readjusted to site standards when uploaded.

V. It is prohibited to upload photos of people unrelated to the profile even if they have given consent in writing.

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- VI.** Profile images MUST clearly include the person created the profile, picture of only your body, body parts, blurred or without face – will not be accepted.
 - VII.** The user is aware that when uploading images to the site, the site is given a license allowing the following – use of the images within the site or any other advertising medium, or any action for the current existence of the site. Never than less, the user holds the right to revoke the given license above and even to demand erasing the images from the site data base.
 - VIII.** It is prohibited to upload images of a sexual nature, abusive, profane or illegal content, which may intentionally or unintentionally hurt another user or a third party.
 - IX.** Any image violating the terms of use might result in blocking the profile and/or access to the website.
- 2.12. The information contained on the site is mostly information uploaded by users to the site. If a user should encounter content of a sexual nature, perverted, abusive, profane, racist and/or illegal by laws, the user is asked to contact the website address in Section 8 below, and the site will remove it. Hereby the Site makes all possible efforts to examine whether the information should be removed according to the conditions specified above, and if so, will remove any such information as soon as possible. However, the site does not undertake to report to the reporting user on activities such as removing information from the site. To avoid any doubt, this site is takes no responsibility for the offending information.
- 2.13. The site does not guarantee that all the site's profiles are of existing and/or real people, whether they were created by other users or whether they are created by the site for review, system testing or any other purpose. The site does undertake to do everything possible to reduce pseudonym profiles created by other users.
- 2.14. Communication between users is done by sending text messages on the site. All correspondence between users is private and the site does not supervise, unless the violation was reported to offend the site's terms of use, in accordance with section 2.20 below. It is prohibited to send messages of a sexual nature, perverted, abusive, profane, racist and/or offensive. Sending messages of this type may result in the penalties specified in section 2.15.

2.15. Use of the Site

The use of this website is for the purpose of introducing, matching and meeting of two adult people (18 years of age or older) only, any other use of the site deliberately or unintentionally, will result in freezing/blocking/deleting the offending user profile immediately, according to the sole discretion of the site, without prior notice and/or explanation. Furthermore, the site will not be liable for any act of another user according to this section and all others. Below is a partial yet exhaustive list of acts considered inappropriate use, part of them illegal acts which were done deliberately or accidentally:

- I. Inappropriate use or violation of one of the site's terms of use.
- II. Violation and infringement of copyright and/or trademark or other intellectual property

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whether belonging to the site or any other party.

III. Any breach or attempt to breach the site in general and particularly the database.

IV. Impersonating another user, whether he exists or has is fictitious, as well as phishing in the name of the site or as a site representative.

V. Harassment, insults or any act that harms another user.

VI. Distribution of materials in general and email in particular, whether for evil or whether it is for any other purpose other than introduction between users or messages sent by the site.

VII. Change of information on the site without any permission from the site. Use of software for scanning the site.

VIII. Damage to the integrity of the site and use such means - testing, load testing and fictitious, all users or user lonely.

IX. Uploading material that is offensive, profane, racist and/or is not a valid configuration of allowed "free text" and/or images.

X. Use for offenses such as supplying or advertising escort services, soliciting, or any other illegal act.

2.16. The user is aware of, and the site does not warrant, that the services provided on the site may be interrupted and are not immune from unauthorized access, damage, malfunctions and failures, whether accidental or deliberate and the site will not be responsible for any damage, directly or indirectly, including distress and so forth, caused to the user as a result.

The site may, at its sole discretion, fully stop site services or in part, make updates and/or require payment for them (subject to section 2.2), and removed from the site information and content without saving them, without prior notice, without the consent of the user or a third party whatsoever.

2.17. The user acknowledges that the information and content on the website are not immune to mistakes, and they can vary from time to time, and that the site is not responsible for the correctness in any form, including for results and damages that may be incurred by using it directly and/or indirectly.

2.18. If ownership of the site will be transferred to another party, whether by sale, merger or transfer (together or separately: "**the Transaction**"), the site maintains the right to pass on all or part of the rights on the information belonging to the site. In case of any such transaction, the site obliges to inform its users 30 days before signing will happen. The new owner of the site right's will continue to be bound by the privacy policy as it was registered with in The Database Registrar. Users, whom are interested, will be allowed to delete their profile due to the transaction, with notice, 30 days prior to signing the transaction. All the above is not prevent the basic right of the user to demand erasure

2.19. Freezing or canceling or deleting a user profile

Membership to the site is maintained as long as one of the following steps was not made:

I. The user chooses to freeze membership will send a notice of his wish to the site. After

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freezing, the company will retain the information of the user for a period of six (6) months, after which the site retains the right to delete the profile from the system.

II. The user chooses to immediately stop his membership; the company will delete any profile information.

III. Profiles not in use, profiles which there is no activity for the duration of at least a year, the site reserves the right to delete these profiles.

IV. The site chooses to partially or completely freeze/delete a user profile under these terms.

2.20. Reporting a user

In the event when a user is behaving improperly, in accordance with section 2, a user may report it to the site by clicking on the link "Report a Member". However, it is forbidden to falsely report a user and by doing so, a user may be blocked and/or removed from the site permanently. While reviewing the complaint, the site reserves the right to read the correspondence between the relevant users in order to check the correctness of the allegations. In any case, the site is not required to report to the user who has submitted the complainant of further handling of the complaint. However, the site will not be liable for any action of another user.

2.21. Blocking a user by another user

A user can block another user, by pressing the "Block" button. The responsibility upon the action is on the blocking user. After the action has occurred both users will not be able to see each other. The blocking user can unblock the other user, by removing the user from his "blacklist", located under the user's setting. THE SITE IS NOT RESPONSIBLE FOR THE BLOCKING ACTION AND ITS CONSEQUENCES AND ANY OTHER ACTION BETWEEN THE USERS.

THE SITE HAVE THE RIGHT TO CONSIDER A USER BEEN BLOCKED MORE THAN TEN (10) TIMES (BY DIFFERENT USERS) AS IF HE HAS BEEN REPORTED BY ANOTHER USER, ACCORDING TO SECTION 2.20.

2.22. A user shall indemnify the site for any damage and/or expense is caused by the site for breach of these terms and conditions, whether by a user or by a representative of the site.

2.23. THE SITE PUBLISHES PERSONAL AND PRIVATE INFORMATION FOR FINDING RELATIONSHIPS; THE SITE DOES NOT UNDERTAKE TO FIND RELATIONSHIP, EITHER DIRECTLY OR INDIRECTLY. USE OF THE SITE IS THE RESPONSIBILITY OF THE USER ONLY. THE SITE WILL NOT LIABLE FOR ANY DAMAGES RESULTING FROM THE UE OF INFORMATION PROVIDED BY ITS USERS.

3. Intellectual property and site content

All content and materials on the site, whether marked or not, whether for the purpose of the website or for its activities, including yet not limited to source code, web design, trademarks of

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the site, design profiles and user profiles. Whether uploaded by users, or site content, all materials on the site, whether digital or printed in any way, are the sole property of the site and users may not make any use, whether direct or indirect, for private use or public, whether it is to be used in full or in part, whether done with consideration or without consideration (including, yet not limited to, processing, copying, distribution, delivery, public performance and broadcasting), without the consent of the site, prior to it and with written consent.

Regarding ALL images on the site, which have been uploaded by the site, whether as digital material or printed in any way, are the sole property of the site and no user may make any use of them, whether direct or indirect, whether done for private or public purposes, whether it is used in full or in part, whether done with consideration or without consideration, (including, yet not limited to, processing, copying, distribution, delivery, public performance and broadcasting) without the consent of the site given in advance, in writing. The intention is to all pictures on the site except the pictures uploaded by users, whose usage and rights are subject to section 2.11 above.

4. Privacy and information

- 4.1. As part of improving and optimizing the use of the site, the site uses "Cookies" to identify the user during the login procedure without any delay. The "Cookies" are implanted to the user's computer memory for the SOLE purpose of improving the identification procedure. The site has the right to expand the future use of it, and will inform the user if it will do so.
- 4.2. Stock information - The site stores information entered by the users. This includes information that could PERSONALLY IDENTIFY A USER. The site takes every industry standard to ensure the confidentiality of personal information, including use of a "Firewall" on servers and Penetration testing performed periodically. The site reserves the right to use the information collected on visitors while visiting the site in order to improve the services provided on the site, use for statistical analysis and the like.
- 4.3. Use of user information
 - I. During registration to the site, the user agrees and gives consent for the site to make use of profile information provided by the user as follows - for the monitoring and control of users infringement, improved use of the site, statistical analysis, for matching advertising and mailing users, for settlement of disputes between users and to search for users with multiple profiles and their removal from the site; this is an open ended list and can be changed and added. It is been clarified that any the site has the solely rights using the users' details and any other use by third party will need the user's approval.
 - II. Any use of all of the users' details for publication on the site's homepage and/or any other pages on the site and/or on other sites will be subject to the user approval. However, the user may request that the site stop publicizing personal information on the site or anywhere else.

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- 4.4. The site takes precautions to maintain the confidentiality of the information. However, in cases that are not under the site's control and/or arising from force majeure, the site will not be liable for any damages of any kind, direct or indirect, caused to a user and/or its representatives if this information will be lost or if used by an unauthorized party, not on behalf of the site.
- 4.5. The site is committed to privacy user, however, the site is subject to the laws and authorities of the State of Israel, and therefore there may be situations where the site will be required to give information, whether saved on the site's servers or elsewhere, to each of the state authorities and other third parties required by law or order of the court.

5. Direct mail and advertising

- 5.1. A user who join the site immediately join the site's mailing list and receive e-mail messages and updates regarding changes and potential matches, depending on the advanced user settings in the profile on the site, as well as marketing/publications material. The user declares and acknowledges that his actions constitute consent for notices advertising under **The Communications Act** (Telecommunications and Broadcasts) (Amendment No. 40) 2008.
- 5.2. The user may select the frequency of receiving messages and the content of messages by clicking the link in the message body, which refers to a site where users can modify the notifications they receive.
- 5.3. A user not interested in receiving messages from the site can decide to have their details removed from mailing lists (both in the location provided on the site and through the appropriate link within the framework of an advertisement or any other way).
- 5.4. As it is impossible for the site to know whether others are using a user's email address, submission of the address by the user and the consent of the user act as approval for all users to use the e-mail address to receive messages as aforementioned.
- 5.5. The site has the right to place targeted advertising in various places on the site, such as but not limited to the landing pages, user profile pages, search results and everywhere else on the site, all without the need for consent or prior notice, according to the sole discretion of the site.
- 5.6. The site now uses the service "Google AdSense" as an advertising agent on the site.
- 5.7. The site reserves the right to change or discontinue the advertising provider to advertise on the site, at any time and the site is not obliged to inform the users before making the change.

6. Transformation of responsibility

THE SITE IS NOT LIABLE FOR THE CONTENT OF USERS AS APPEAR, OR ANY ADVERTISING APPEARS IN LINKS TO SITES PUBLISHED ON THE SITE. IN ADDITION, THE SITE IS NOT LIABLE FOR BANNERS ADVERTISED BY GOOGLE ADSENSE SYSTEM, THE BANNERS ARE APPEAR AS IS, AND BESIDE THE LINK, THE SITE DOES NOT HAVE ANY RELATIONSHIP WITH THE LINK SITES.

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ALSO, THE SITE IS NOT LIABLE FOR ANY DAMAGE CAUSED IN DIRECTLY AND/OR INDIRECTLY DUE TO THE USE OF THE SITE, THE SITE DOES NOT WARRANT THE USERS ARE IN THE RECORDED AGE AND/OR THE USERS DETAILS ARE ACCURATE. IN ADDITION, THE SITE IS NOT LIABLE FOR A USER INVOLVING IN A REALTIONSHIP WITH OTHER USER, WHETHER THE USER INITIATES OR THE OTHER USER INITIATES THIS. THE SITE IS NOT LIABLE FOR ANY PERSONAL INFORMATION BEEN DISCOVERED AND USED BY ANOTHER USER AND/OR USERS TO HARM THE USER. THE SITE PLEADS THE USER TO NOT DISCLOSE ANY PERSONAL INFORMATION WHOSE MAY BE USED TO HARM THE USER.

7. Jurisdiction and Choice of Law

Exclusive jurisdiction and unique connection with the site and the services provided therein shall be devoted exclusively to the competent court in Tel Aviv - and according to the laws of the State of Israel only.

8. Contacting the site

If the user wishes to contact the site, the user can do it by emailing one of the following email addresses: contact@nomoredating.co.il, contact@nomoredating.com. Users are required to maintain a dignified manner; any use of inappropriate language, offensive and insulting to the site, may result in deleting the user profile.