

## SEXYDATES4U – TERMS and CONDITIONS

The following Terms of Use are applicable to visitors and site-members, you should be aware that these Terms and Conditions may be amended from time to time. You are not authorized to use the website unless you agree to be bound by this agreement.

### 1 INTRODUCTION

- 1.1 These Terms set out your rights and obligations and those of “UK Cyber Ltd” who are the operators of “SEXYDATES4U”.
- 1.2 By registering as a member, participating in and / or using the Service you (“the Member”) accept these Terms of Use and agree to be bound by these.
- 1.3 Visitors to the Service who do not register to become a Member also affirm that they are bound by these Terms of Use each time they access the Service or use such parts of the Service as they are permitted to use.
- 1.4 “SEXYDATES4U” is an adult dating site and the content of the site, together with the communications you may receive from other members of the site, may be of an explicit sexual nature. By using the site and / or registering as a member, you acknowledge that you are not offended by such material;
- 1.5 You also confirm that you are acting in a personal capacity and that you are not representing any law enforcement agency.
- 1.6 If you do not agree to these terms and conditions, you may not use this website and should not register to use the services available through this website.

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### 2 YOUR RIGHT TO USE THIS SITE AND ITS SERVICES / FEATURES

- 2.1 Registering as Members: - People who register for the “SEXYDATES4U” Service become “Members”.
- 2.2 Members Age: - this is an adult content site and you must be at least 18 years of age or other legal age for your local country / area or region. In registering as a Member you represent, warrant and covenant that you are over the minimum age limit for your country / area or region.
- 2.3 Limitations / Conditions & Restrictions: - your right to use the Service is subject to any limitations, conditions and restrictions established by us from time to time, in our sole discretion. We may also impose limits on certain features and aspects of the Service or restrict your access to parts or all of the Service from time to time.
- 2.4 Service & Facilities availability: - whilst we will use reasonable endeavors to enable uninterrupted access to this Website and to allow members access to the facilities as described in the appropriate male/female joining page, access to this Website may be suspended, restricted or terminated at any time at our sole discretion. We may alter, suspend or discontinue any aspect of the Services at any time, including the availability of any Service feature, database or content. We reserve the right to change, modify, substitute or remove any information on this Website and/or restrict access to this Website or any part of it, without notice. Any claim against us for permanent suspension of the whole service shall be limited to the amount you paid during the previous 12 months.
- 2.5 Male Memberships: - male members who join the site are required to pay the membership fee as per the current tariff that appears on the “SEXYDATES4U” payments page. Unless they join as “Free Members” (see later notes).

- 2.6 ***Membership Duration:*** - your membership will continue for the duration of the period chosen. Full payment for the required period must be made at the start. Payment may be made by any of the options shown on the “SEXYDATES4U” payment screens. Membership will be effective within 24 hours of receipt of request and payment details, but may take longer if “SEXYDATES4U” cannot locate a payment, or if additional verification is required, or an e-mail address provided is incorrect, or a payment needs time to clear or “SEXYDATES4U” cannot obtain the funds from the issuing authority. “SEXYDATES4U” may make reasonable enquiries with various sources to satisfy itself that the payment is valid and the intending Member is the owner of the credit/debit card or other payment instrument being used. “SEXYDATES4U” may request a Member to provide verification documents or refuse a membership request at its discretion.
- 2.7 ***Free Memberships:*** - members who have joined on a "free membership" basis will have specific restrictions imposed on their facilities as determined and changed from time to time by “SEXYDATES4U”. Such restrictions are designed to deter fraudulent male members who may pose as fake female members to try and obtain free membership and thus abuse the site operation.
- 2.8 ***Membership start date:*** - the date the membership setup e-mail was sent by “SEXYDATES4U” will be taken as the start date of membership, and will continue until midnight of the last day of the chosen period.
- 2.9 ***Extensions & Refunds due to Non Use of service:*** - where a member does not use the site for a period of time, or is unable to do so due to not properly following the configuration instructions given on “SEXYDATES4U” or due to some problem on the members PC, or a member does not start using the site once “SEXYDATES4U” has setup the membership, the membership period will still continue to run and no extension will be given. The exception to this is where the cause of the inability to login is clearly due to “SEXYDATES4U” and “SEXYDATES4U” has been immediately informed of this by the member using the 'Contact Us' facility on the site with the specific details of any login difficulty.

### **3 YOUR OBLIGATIONS**

- 3.1 You are solely responsible for the content, quality and accuracy of the information you provide about yourself.
- 3.2 You will keep all information provided to you through the Service as private and confidential and will not give such information to anyone without the permission of the person who provided it to you;
- 3.3 You will not post, transmit or otherwise use any information gained from “SEXYDATES4U” website without the express permission given by the owner of that information.
- 3.4 You shall not interfere or attempt to interfere with the operating of the website in any way nor by any means and/or device including but not limited to spamming, hacking, sending of automated emails, uploading computer viruses or time bombs and / or other means expressly prohibited by any provision of these Terms of Use.
- 3.5 You will not use the Service to distribute or up load any virus, trojan horses or do anything else that might cause harm to the Service, the Website or to other members' systems in any way.
- 3.6 You will not use the Service to engage in any form of harassment or offensive behavior, including but not limited to the posting of communications, pictures or recordings which contain libelous, slanderous, abusive or defamatory statements, or racist, pornographic, obscene, or offensive language;
- 3.7 You will not forward chain letters through the Service;
- 3.8 You will not use the Service to infringe the privacy rights, property rights, or any other rights of any person;
- 3.9 You will not post messages, pictures or recordings or use the Service in any way which
- 3.9.1 violates, plagiarizes or infringes upon the rights of any third party, including but not limited to any copyright or trade-mark law, privacy or other personal or proprietary rights, or
- 3.9.2 Is fraudulent or otherwise unlawful or violates any law
- 3.10 You will not use the Service to distribute, promote or otherwise publish any material containing any solicitation for funds, advertising or solicitation for goods or services.

3.11 You will not post or transmit in any manner any contact information including, but not limited to, email addresses, "instant messenger" nicknames, telephone numbers, postal addresses, URLs, or full names through your publicly posted information. Including but not limited to:

3.11.1 Your Profile

3.11.2 Your Blog

Posting of such information will be removed where identified and may result in your membership being cancelled without any refund. However, you may send this information only through emails send to another member

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#### **4 OUR OBLIGATIONS & LIMITATIONS**

4.1 Venue / Forum for adult contacts: - we will provide a venue for like-minded people who are looking for adult dating to communicate with each other with a view to arranging real liaisons and other adult activities on a mutual-consent, no-fee basis.

4.2 Attraction of suitable people: - we will make reasonable efforts to attract as many suitable people as we reasonably can to the site, of varying ages and tastes, and throughout as much of the region as reasonably possible in which the site operates. However:

4.2.1 We cannot guarantee that there will be matching members in a particular required location at a particular date.

4.2.2 Nor can we guarantee that members will choose to communicate - the choice whether to contact or respond to another member is entirely a member's personal decision, and "SEXYDATES4U" cannot require any member to do so.

4.3 SMS Service: - we will provide members with a facility (subject to payment of any required fees) to send SMS messages to other members. In use of the SMS facilities, "SEXYDATES4U" will send out SMS messages in a timely manner to the mobile number provided. However, we cannot be liable for:

4.3.1 Any operational characteristics of the mobile phone network who processes and delivers the SMS message,

4.3.2 Or the power and signal status of the mobile phone receiving the message.

4.4 Other Members Behaviors: - whether you are a Member or a visitor to the Service you acknowledge that we are not and cannot be responsible for the behavior or communications of other Members or visitors whether on the Service or outside of it. We only provide a venue for Members and others to access the Service. However, we will take stern action, including the termination of membership and passing of details to the appropriate authorities if it can be demonstrated that any member is behaving inappropriately or illegally.

4.5 Security and Meetings: - you should be aware that "SEXYDATES4U" does not pre-screen or monitor the material contributed by Members, and you should make appropriate enquiries and take all routine precautions before arranging to meet someone.

4.6 Privacy Policy: - we have put in place a Privacy Policy and this forms part of our Agreement with Members. As part of this policy:-

4.6.1 Members authorise "SEXYDATES4U" to disclose non-sensitive personal data that has been submitted as part of your Profile on the service, to other parties.

4.6.2 "SEXYDATES4U" agrees not to disclose sensitive personal data without the express consent of the Member.

## 5 OUR RIGHTS & LIMITATIONS

- 5.1 **Monitoring of Service Usage** - “SEXYDATES4U” may but is not obligated to monitor the Services and the information contained on it, to maintain it or protect the rights of users.
- 5.2 **Monitoring of Members Information** - we reserve the right to monitor all advertisements, public postings and messages transmitted through the website, to ensure that they conform to the content guidelines which may be applicable from time to time. Including – but not limited to - conditions relating to display of personal information and transmission of abusive / offensive material etc.
- 5.3 **Removal of Information** - while we do not and cannot review every message or other material posted or sent by users of the Service, and are not responsible for any content of these messages or materials, we reserve the right, but are not obligated, to delete, move or edit messages or materials, including without limitation profiles, public postings and messages, that we, in our sole and absolute discretion:
- 5.3.1 Deem to violate this Agreement or any applicable content guidelines
  - 5.3.2 Relate to profiles with invalid e-mail addresses
  - 5.3.3 Relate to members who have multiple profiles
  - 5.3.4 Are offensive or racist
  - 5.3.5 Or are otherwise unfit or unacceptable
- 5.4 **Display & Presentation of Information** - “SEXYDATES4U” reserves the right to decide upon the way and means of displaying the information provided by “SEXYDATES4U” users including but not limited to deciding upon conditions for priorities in search results: “SEXYDATES4U” shall not be required to disclose any of these conditions, being “SEXYDATES4U” intellectual property.
- 5.5 **Change, Suspension or Termination of Service** - “SEXYDATES4U” shall have the right regardless of the reason, at its sole discretion, to terminate, change, suspend or discontinue any aspect of the website, including but not limited to content, features, or hours of availability. “SEXYDATES4U” may also impose limits on certain features and services or restrict the Member’s access to parts or the entire website without notice or liability.
- 5.6 **Access to third party sites** - “SEXYDATES4U” may from time to time provide access to third party sites for the benefit of members. “SEXYDATES4U” will be under no liability for any material displayed or contacts made through these sites or for any loss suffered or for any other sites which members may be able to access through the Service.
- 5.7 **Disputes between members** - in the event that one member or site user has a dispute with another member or site user, “SEXYDATES4U” shall not be obliged to release one party's details to the other unless ordered to do so by a competent Court and provided any costs incurred by “SEXYDATES4U” are met in full and in advance by the requesting party, and that “SEXYDATES4U” is indemnified against any claim against it by the other party. “SEXYDATES4U” will not be responsible for the resolution of any dispute and will has no obligation to provide any kind of mediation service.
- 5.8 **Recovery of Payments** - where a credit/debit card or other payment instrument is subsequently declined by the issuing bank at anytime during or after the period of membership, the Member agrees to reimburse “SEXYDATES4U”'s bank charges, and also replace the original payment using alternative means within 5 working days. The Member also agrees to be liable for all associated collection costs, legal fees and court costs reasonably incurred by “SEXYDATES4U” in collecting an overdue debt. “SEXYDATES4U” may use all the information it has available in respect of the Member to recover the payment. This includes accessing archival records of emails and SMS messages sent by or to the Member. In such circumstances, where “SEXYDATES4U” is satisfied that a Member is seeking to avoid payment or intentionally made a false payment, the obligations for confidentiality in this agreement will not apply and “SEXYDATES4U” may use the available information to trace the Member, and take legal action to enforce payment of the outstanding debt, and also share the Members details with its bank, fraud prevention and credit reference agencies.

- 5.9 **Termination of Access to Service** - We may, in our sole discretion, terminate or suspend your access to all or part of the Services and the Website at any time, with or without notice, for any reason, including, without limitation, breach of this Agreement. Without limiting the generality of the foregoing, any fraudulent, abusive, or otherwise illegal activity, or that may otherwise affect the enjoyment of the Service or the Internet by others may be grounds for termination of your access to all or part of the Service at our sole discretion, and you may be referred to appropriate law enforcement agencies. All disclaimers, indemnities and exclusions in these terms and conditions shall survive termination of this Agreement for whatever reason.
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## **6 ADVICE COLUMNISTS**

- 6.1 The Services provided on the Website may from time to time include messages from advice columnists who respond to "relationship" questions. Any statements made by advice columnists are provided for entertainment purposes only, and are not intended, and should not be taken, as specific advice in any particular circumstance. Such statements do not constitute counseling of any kind. Users with personal problems or who may be seeking personal advice applicable to their personal situation, are urged to consult with a qualified counselor with respect to such issues.

## **7 EXTERNAL LINKS**

- 7.1 The Website may from time to time contain links to other Internet sites and resources ("External Links"). We assume no responsibility for, and have no liability as a result of, the availability of External Links or their content and we make no representation or warranty about any such website or its content. We are not responsible for the privacy practices or terms and conditions of any website besides our own so we suggest that you review the terms of use and privacy statement of such External Links prior to use of them.

## **8 SECURITY**

- 8.1 On registering with us, at our sole discretion we may issue you with a user name and password that must be used in order to access aspects of the Services and certain restricted parts of this Website. We may refuse to grant you a user name that impersonates someone else, is protected by trade-mark rights, and is abusive or otherwise offensive, as determined by us in our sole discretion.
- 8.2 Any user name and password issued to you are personal to you and are not transferable. You should treat any such user name and password as confidential for the duration of time that you are entitled to use this Website.
- 8.3 You are responsible for monitoring the confidentiality of your user name and password and are fully responsible for all usage or activity on the Service by users using your password, including but not limited to use of your password by any third party.
- 8.4 Any breach of security of a user name and password should be notified to us immediately.
- 8.5 You may not adapt or circumvent the systems in place in connection with this website, nor access this website other than through normal operations.

## **9 PAYMENTS**

- 9.1 All payments are made in accordance with the published tariff on the membership joining page. WE ONLY CHARGE YOU ONCE at the start for the period chosen. We DO NOT charge further recurring payments automatically to your credit/debit card at anytime. The only time you pay is when you manually make a payment for a new membership by entering your card details on our secure payment pages, and if you specifically chose to upgrade/extend/renew your membership and re-enter your payment details again.

## **10 INTELLECTUAL PROPERTY**

- 10.1 By submitting any material to the content of the “SEXYDATES4U” Service you:-
- 10.1.1 are representing that you are fully entitled to do so;
  - 10.1.2 grant us a non-exclusive, royalty-free, non-terminable license right to copy, modify, distribute, show in public and create derivative works from that material in any form, anywhere; and
  - 10.1.3 authorise us to adapt the relevant material in the course of doing so, and so waive your moral rights to object to any derogatory treatment, or to be identified as the author, of the material in question.
- 10.2 You acknowledge that all copyright, trade marks and other intellectual property rights in and relating to the “SEXYDATES4U” Service (including the material which is contributed by Members) are owned by “SEXYDATES4U”. It is easy to copy material which appears on websites, but this does not mean it is legal. Therefore, no-one may copy, distribute, show in public or create any derivative work from the “SEXYDATES4U” Service, or any of the material which is found on the “SEXYDATES4U” Service unless properly licensed to do so by us.

## **11 PROPRIETARY INFORMATION**

- 11.1 Any copyright, database rights and other intellectual property rights vesting in the material contained within this Website (other than material and comments provided by users), together with the Website design, text and graphics, and their selection and arrangement, and all software compilations, underlying source code and software (including applets) belong to “SEXYDATES4U” or the providers of such information. All rights are reserved. You agree not to modify, copy or distribute any such information in any manner whatsoever without having first received the express permission of the owner of such information.

By submitting comments, feedback, photographs and information to “SEXYDATES4U”, you are representing that you are entitled to provide us with such materials and that you grant us a non-exclusive, royalty-free, irrevocable licence to copy, modify, distribute and use that material to provide it as part of the Services available on the Website in accordance with this Agreement. You also hereby irrevocably and unconditionally waive all moral rights (if any) vested in any such materials under the Copyright, Designs and Patents Act 1988 or otherwise in any other country throughout the world.

## **12 PRIVACY AND USE OF INFORMATION**

- 12.1 By entering into this Agreement you also give your consent to the way we may handle your personal data as detailed in our Privacy Policy.
- 12.2 You acknowledge that if you subscribe to benefit from the Service available on this Website, you will receive (a) emails from us relating to other users of the Service who may be of interest to you and (b) communications from other users of the Website who are interested in meeting you. These emails are central to the Service offered by the Website and are different to marketing communications sent by email which are dealt with in more detail in our Privacy Policy.
- 12.3 You acknowledge that:
- 12.3.1 We cannot ensure the security or privacy of information you provide through the Internet and your email messages, and you release us from any and all liability in connection with the use of such information by other parties
  - 12.3.2 We are not responsible for, and cannot control, the use by others of any information which you provide to them and you should use caution in selecting the personal information you provide to others through the Service
  - 12.3.3 We cannot assume any responsibility for the content of messages sent by other users of the Service, and you release us from any and all liability in connection with the contents of any communications you may receive from other users. We cannot accept responsibility for the accuracy of views or information provided by users of the Website. All views and information expressed in users' communications and profiles represent the opinions of the users concerned and do not represent the views of “SEXYDATES4U”.

- 12.4 You may not use the Services for any unlawful purpose and you agree to use this Website and the data contained within it appropriately and only for the purposes stated on the Website and in accordance with this Agreement. If your access is suspended or terminated in accordance with this Agreement, you agree that you shall not re-register for, or re-access, this Website without our prior written consent.

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### **13 LIABILITY**

- 13.1 The Service is distributed on an "as is" basis. To the extent permitted by applicable law, we disclaim all warranties and representations (whether express or implied) as to the accuracy of any information contained within this Website.
- 13.2 We do not guarantee that this Website will be fault free and do not accept liability for any errors or omissions.
- 13.3 There may be delays, omissions, and interruptions in the availability of the Service.
- 13.4 We do not represent or endorse the accuracy or reliability of any member profile, advice, opinion, statement or other information displayed, uploaded or distributed through the Service or on the Website, our partners or any user of the Service or any other person or entity. You acknowledge that any reliance upon any such opinion, member profile, advice, statement or information shall be at your sole risk.
- 13.5 We do not represent or endorse the accuracy or reliability of any advice, opinion, statement or other information displayed, uploaded or distributed through the Service, on the Website or any user of the Service or any other service.
- 13.6 Due to the nature of electronic transmission of data over the internet any liability we may have for any losses or claims arising from an inability to access this Website, any use of this Website or reliance on the data transmitted using this website, is excluded to the fullest extent permissible by law. In no event shall we be liable for any indirect loss, consequential loss, loss of profit, data, revenue, business opportunity, anticipated savings, goodwill or reputation whether in contract, tort or otherwise arising out of or in connection with these terms and conditions or use of this Website save where such liability cannot be excluded by law. You acknowledge that use of the Services and the Website is at your own risk.
- 13.7 The entire liability of "SEXYDATES4U" in respect of all defaults, in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, arising under or in connection with this Agreement shall not exceed, in respect of any twelve month period, to the sums paid by you to us in such period under these Subscription Terms or £25, whichever is the greater, regardless of the number of events giving rise to liability. For the avoidance of doubt, "SEXYDATES4U" shall not be liable for any special, indirect or consequential losses including but not limited to loss of profit, loss of anticipated savings, loss of business or loss of contract.

### **14 INDEMNITY**

- 14.1 You agree to indemnify us against all liabilities, claims and expenses that may arise from any breach of these Terms of Use of the Service by you or through a machine on which you access the Service.

### **15 ASSIGNMENT**

- 15.1 We reserve the right to assign this Agreement, and to assign or subcontract any or all of our rights and obligations under this Agreement. You may not without the written consent of "SEXYDATES4U" assign any part of this Agreement to anyone else.

### **16 ENTIRE AGREEMENT**

- 16.1 These Terms of Use include our Privacy Policy. Together they contain the whole of the agreement between us and you concerning the "SEXYDATES4U" Service ("the Agreement") and they replace all earlier agreements and understandings with you, except for any fraud or fraudulent representation by either of us. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement.

- 16.2 A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

## **17 CHANGES TO THIS AGREEMENT**

- 17.1 “SEXYDATES4U” reserves the right to change this Agreement from time to time and post the new version on the “SEXYDATES4U” Service. When we do so, we will notify you of the fact that there are changed terms on the main screen and the new version of these terms and conditions will take effect, and will govern all “SEXYDATES4U” Services and your relationship with “SEXYDATES4U”:
- 17.1.1 commencing four weeks after the date of posting (or such later date as “SEXYDATES4U” indicates in the relevant posting), if any of the changes is to an operative provision of this Agreement which is capable of adversely affecting you; if you do not wish to be governed by the new version of the Agreement, you may notify us on or before the date when the new version of the Agreement is to take effect, and from that date you must cease to use the “SEXYDATES4U” Service; or
- 17.1.2 immediately upon the date of posting (or such later date as “SEXYDATES4U” indicates in the relevant posting), if the changes are not to operative provisions, or not capable of adversely affecting you – examples of which would include, without limitation, changes to one or more of “SEXYDATES4U”'s addresses or e-mail addresses referred to in this Agreement.

## **18 SEVERABILITY**

- 18.1 In the event that any term of this Agreement is held to be invalid or unenforceable by judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable.

## **19 GOVERNING LAW**

- 19.1 This Agreement shall be governed and construed in accordance with English law and any disputes shall be subject to the non-exclusive jurisdiction of the English courts, to which both parties submit.

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## **20 CANCELLATION POLICY**

- 20.1 You may cancel your subscription at any time by using the cancellation option on the Members Menu after logging in to the site. You must do so from the e-mail address you registered with. Cancellation and removal of any listing/photo profile will take effect within 3 working days of notice of cancellation being received. Alternatively, you may email us stating your e-mail address and “SEXYDATES4U” userid and password.
- 20.2 Cancellation requests made once a membership request and payment details have been received on our systems will not be entitled to a refund. We do not offer refunds for partial periods where a membership is canceled part way through its intended term.
- 20.3 On cancellation of a membership, any unused SMS credits will be forfeited.