

Terms of Use Agreement

Effective on September 20, 2026.

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California subscribers: You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date

you subscribed. If you purchased a subscription through a third-party platform, such as Google Play, you must manage and cancel your subscription through that platform, and refund requests are subject to the applicable platform's policies and applicable law. For subscriptions purchased directly from iLuvLuv, if any, you may request cancellation or a refund by contacting iLuvLuv Customer Service [here](#), or by mailing a signed and dated notice stating that you are canceling this agreement, or words of similar effect. Please include your name and the email address or other unique identifier associated with your account.

This notice shall be sent to: iLuvLuv, Attn: Cancellations, PO Box 1383, Newark, NJ 07101, USA. You may have these Terms of Use ("Terms") emailed to you by sending a letter to Terms Inquiries, PO Box 1383, Newark, NJ 07101, USA. California residents may also contact the California Department of Consumer Affairs, Consumer Information Center, at 1625 North Market Blvd., Suite N-112, Sacramento, CA 95834, or by telephone at (800) 952-5210, for general consumer information and assistance.

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.

Founding Member Offer Notice:

iLuvLuv may offer a "Founding Member" program for a limited number of new users. If you qualify, you may receive no-cost access to Full Service features as described in the applicable Offer Terms. Founding Member benefits are subject to these Terms and the Offer Terms, may be revoked for fraud or abuse, and do not guarantee free access to new paid features, services, or add-ons introduced after you qualify unless expressly included in the applicable Offer Terms.

1. Introduction

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By accessing or using iLuvLuv's Services, including our website at iluvluv.com, any current or future mobile applications, and any related features or services we may offer (collectively, the "Services"), you agree to be bound by this Terms of Use Agreement (the "Terms" or "Agreement"), including our [Privacy Policy](#), [Cookie Policy](#), [Community Guidelines](#), and [Safety Tips](#), and any additional terms presented to you in connection with specific features or offerings (collectively, the "Agreement"), so it is important that you read this Agreement and these policies and procedures carefully before you create an account.

iLuvLuv may offer features or service levels at no cost, including time-limited promotional access to paid features, and may also offer a Founding Member program for a limited number of eligible users. The details of any promotion or offer (including eligibility, scope, and duration) will be disclosed at signup and/or in applicable offer terms (the "Offer Terms"). If there is a conflict between these Terms and any Offer Terms for a specific promotion or offer, the Offer Terms control only for that promotion or offer.

If you do not agree to these Terms, you must not access or use the Services.

IMPORTANT DISPUTE RESOLUTION NOTICE:

PLEASE CAREFULLY REVIEW THE DISPUTE RESOLUTION PROVISIONS IN SECTION 15 BELOW. THESE GOVERN THE MANNER IN WHICH DISPUTES WILL BE ADDRESSED BETWEEN YOU AND ILUVLUV. THESE PROVISIONS INCLUDE A MANDATORY PRE-ARBITRATION INFORMAL DISPUTE RESOLUTION PROCESS, AN ARBITRATION AGREEMENT, SMALL CLAIMS COURT ELECTION, CLASS ACTION WAIVER, ADDITIONAL PROCEDURES FOR MASS ARBITRATION FILINGS, AND JURY TRIAL WAIVER THAT AFFECT YOUR RIGHTS. IN ARBITRATION, THERE IS TYPICALLY LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT.

iLuvLuv may update these Terms from time to time, so check this page regularly for updates.

Welcome to iLuvLuv, operated by iLuvLuv, LLC. As used in this Agreement, the terms "iLuvLuv," "us," "we," the "Company", and "our" shall refer to iLuvLuv LLC. Together you and iLuvLuv may be referred to as the "Parties" or separately as "Party."

By accessing or using our Services on iluvluv.com (the "Website"), the iLuvLuv mobile application (the "App"), or any other platforms or services iLuvLuv may offer (collectively, the "Service" or our "Services"), you agree to, and are bound by this Agreement. This Agreement applies to anyone who accesses or uses our Services, regardless of registration or subscription status.

Your access and use of our Services is also subject to the [Privacy Policy](#), [Cookie Policy](#), [Community Guidelines](#), and [Safety Tips](#), and any terms disclosed and agreed to by you when you purchase additional features, products, or services from iLuvLuv ("Additional Terms Upon Purchase"), which are incorporated into this Agreement by reference. If you do not wish to be bound by this Agreement, do not access or use our Services.

Subject to applicable law, 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; however, you are responsible for regularly checking this page for any changes. Your continued access or use of our Services after the effective date of updated Terms constitutes your consent to the updated Terms. If you do not accept a change to the Terms, you must stop accessing or using our Services immediately.

We may limit promotions or offers to one per person, per household, and/or per device, and we may revoke promotional or offer status if we reasonably believe an account was created to evade limits or abuse the Services.

We may also introduce, modify, or discontinue features, service levels, or subscription plans from time to time. Such changes may apply prospectively, including to new users or future registrations, and will not affect existing users unless expressly stated and permitted by applicable law. Founding Member benefits, if granted, are defined by the applicable Offer Terms and generally apply to Full Service features available at the time your Founding Member status is granted; Founding Member status does not guarantee free access to new or materially enhanced features introduced after that time.

Notwithstanding the foregoing, any material changes to the Limitation of Liability in Section 14 and the Dispute Resolution provisions in Section 15 below will require your affirmative acceptance. Further, we reserve the right to change, introduce, or discontinue subscription plans or the availability of features at any time, including for future users or future registrations, as we may determine in our sole and absolute discretion, subject to applicable law. Such changes will apply prospectively and will not affect existing users unless expressly stated and permitted by applicable law.

2. Account Eligibility; Your Responsibilities

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Before you create an account on iLuvLuv, 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 iLuvLuv.

To help protect the community and reduce spam or abuse, we may require email verification (and may add other reasonable verification or security steps) before allowing access to certain features. We may also limit eligibility for promotions or offers (including the Founding Member program) based on verification status, suspected abuse, or other reasonable signals consistent with applicable law.

You are not authorized to create an account or use the Services unless all of the following are true, and by using our Services, you represent and warrant that:

- 1. You are an individual (i.e., not any body corporate, partnership or other business entity) at least 18 years old;**
- 2. You are legally qualified to enter a binding contract with iLuvLuv;**
- 3. You are located in the United States of America;**
- 4. You are not on any list of individuals prohibited from conducting business with the United States (for example, the U.S. Treasury Department's list of Specially Designated Nationals or any similar government agency list) nor do you face any other similar prohibition;**
- 5. You are not prohibited by law from using our Services;**
- 6. You have not committed, 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 or a threat of violence, unless you have received clemency for a non-violent crime and we have determined that you are not likely to pose a threat to other users of our Services;**
- 7. You are not required to register as a sex offender with any state, federal or local sex offender registry;**
- 8. You do not have more than one account on our Services; and**
- 9. You have not previously been removed from our Services, unless you have our express written permission to create a new account.**
- 10. You are able to verify your email address and maintain a working method for account communications (e.g., a valid email).**

If at any time you cease to meet these requirements, all authorization to access our Services or systems is automatically revoked, and you must immediately delete your account, and we retain the right to remove your access to our Services without warning.

You agree to:

- 1. Comply with these Terms, and check this page from time to time to ensure you are aware of any changes;**
- 2. Comply with all applicable laws, including without limitation, privacy laws, intellectual property laws, anti-spam laws, and regulatory requirements;**
- 3. Use the latest version of the Website and/or App;**
- 4. Treat other users in a courteous and respectful manner, both on and off our Services;**

5. Be respectful when communicating with iLuvLuv customer support or other representatives;
6. Review the **Safety Tips**;
7. Review and comply with the **Community Guidelines**, as updated from time to time; and
8. Maintain a strong password and take reasonable measures to protect the security of your login information.
9. Verify your email address and keep your account information accurate and current.

You agree that you will not:

1. Misrepresent your identity, age, current or previous positions, qualifications, or affiliations with a person or entity;
2. Use the Services in a way that damages the Services or prevents their use by other users;
3. Use our Services in a way to interfere with, disrupt or negatively affect the platform, the servers, or our Services' networks;
4. Use our Services for any harmful, fraudulent, illegal, or unlawful purpose, including money laundering or other financial crimes;
5. Harass, bully, stalk, intimidate, assault, defame, harm or otherwise mistreat any person;
6. Post or share Prohibited Content (see below);
7. 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;
8. Solicit money or other items of value from another user, whether as a gift, loan, or form of compensation;
9. Use another user's account;
10. Use our Services in relation to fraud, a pyramid scheme, or other similar practice; or
11. Use our Services in relation to any political campaign financing or for the purpose of influencing any election, other than sharing your own personal political opinions.
12. Violate the terms of the license granted to you by iLuvLuv (see Section 6 below).

- 13. Disclose private or proprietary information that you do not have the right to disclose;**
- 14. Copy, modify, transmit, distribute, or create any derivative works from, any Member Content or Our Content, or any copyrighted material, images, trademarks, trade names, service marks, or other intellectual property, content or proprietary information accessible through our Services without iLuvLuv's prior written consent;**
- 15. Express or imply that any statements you make are endorsed by iLuvLuv;**
- 16. 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;**
- 17. Upload viruses or other malicious code or otherwise compromise the security of our Services;**
- 18. Forge headers or otherwise manipulate identifiers to disguise the origin of any information transmitted to or through our Services;**
- 19. "Frame" or "mirror" any part of our Services without iLuvLuv's prior written authorization;**
- 20. Use meta tags or code or other devices containing any reference to iLuvLuv or the platform (or any trademark, trade name, service mark, logo or slogan of iLuvLuv) to direct any person to any other website for any purpose;**
- 21. Modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of our Services, or cause others to do so;**
- 22. Use or develop any third-party applications or services that directly interact with our Services or Member Content or information without our written consent, including but not limited to artificial intelligence or machine learning systems;**
- 23. Use, access, or publish the iLuvLuv application programming interface without our written consent;**
- 24. Probe, scan or test the vulnerability of our Services or any system or network;**
- 25. Encourage, promote, or agree to engage in any activity that violates these Terms;
or**
- 26. Create a new account after we suspend or terminate your account, unless you receive our express permission.**

The license granted to you under these Terms and any authorization to access the Services is automatically revoked in the event that you do any of the above.

Prohibited Content - iLuvLuv prohibits uploading or sharing content that:

- 1. Could reasonably be deemed to be offensive or to harass, upset, embarrass, alarm or annoy any other person;**
- 2. Is obscene, pornographic, violent or otherwise may offend human dignity, or contains nudity;**
- 3. Is abusive, insulting or threatening, discriminatory or that promotes or encourages racism, sexism, hatred or bigotry;**
- 4. 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;**
- 5. Encourages or facilitates any activity that may result in harm to the user or another person, including, but not limited to, promotion of self-harm, eating disorders, dangerous challenges, violent extremism;**
- 6. Is defamatory, libelous, or untrue;**
- 7. Relates to commercial activities (including, without limitation, sales, competitions, promotions, and advertising, solicitation for services, "sugar daddy" or "sugar baby" relationships, links to other websites or premium line telephone numbers);**
- 8. Involves the transmission of "junk" mail or "spam";**
- 9. Contains any spyware, adware, viruses, corrupt files, worm programs or other malicious code designed to interrupt, damage or limit the functionality of or disrupt any software, hardware, telecommunications, networks, servers or other equipment, Trojan horse or any other material designed to damage, interfere with, wrongly intercept or expropriate any data or personal information whether from iLuvLuv or otherwise;**
- 10. Infringes upon any third party's rights (including, without limitation, intellectual property rights and privacy rights);**
- 11. Was not written by you or was automatically generated, unless expressly authorized by iLuvLuv;**
- 12. Includes an image or likeness of another person without that person's consent, or includes an image or likeness of any person under 18 years of age. For the avoidance of doubt, iLuvLuv does not allow minors to appear in user-uploaded photos or other user-submitted content, and such content may be removed;**
- 13. Is inconsistent with the intended use of the Services; or**
- 14. May harm the reputation of iLuvLuv 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.

3. Content

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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, even if suggested by our Services ("Your Content"); (ii) content that other users upload or provide while using our Services ("Member Content"); and (iii) content that iLuvLuv 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 Google or 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 upload any Prohibited Content, and your content must further comply with the **Community Guidelines**. You may not display any personal contact, banking information, or peer-to-peer payment information, whether in relation to you or any other person (for example, names, home addresses or postal codes, telephone numbers, email addresses, URLs, credit/debit card, peer-to-peer payment user name, 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 strongly encourage you to use caution in disclosing any personal information online.

Your individual profile may be visible to other users of the Services, so be sure that you are comfortable sharing Your Content before you post. You acknowledge and agree that Your Content may be viewed by other users and that, notwithstanding these Terms, other users may share Your Content with third parties. 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 and 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 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 should always carefully review and independently verify Member Content for accuracy. Member Content may include incorrect, harmful, offensive, misleading, or otherwise unreliable information. Other users are responsible for their Member Content, as well as any decisions made or actions taken based on that Member Content.

You do not have any rights in relation to Member Content, and, unless expressly authorized by iLuvLuv, 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

iLuvLuv 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.

4. Inappropriate Content and Misconduct; Reporting

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iLuvLuv does not tolerate inappropriate content or behavior on our Services.

We are committed to maintaining a positive and respectful iLuvLuv community, and we do not tolerate any inappropriate content or misconduct, whether on or off of our services. We encourage you to report any inappropriate Member Content or misconduct by other users. You can report a user directly through the "Report" link within the options button on the top right corner of all user's profiles. You may also email iLuvLuv Customer Service [here](#).

We may cooperate with law enforcement when appropriate, including in connection with suspected fraud, harmful or illegal activity, or threats of death or imminent bodily harm. We may also investigate and take appropriate action against fake accounts, spam, abuse, fraud, and other violations of these Terms or our policies.

For the safety and security of our users we may take necessary actions if we believe you have violated these Terms, including banning you from our services and/or prevent you from creating new accounts. You understand and agree that we may not share information with you regarding your account if doing so would potentially impair the safety or privacy of our other users.

Member Content is subject to the terms and conditions of Sections 512(c) and/or 512(d) of the Digital Millennium Copyright Act 1998. To submit a complaint regarding Member Content that may constitute intellectual property infringement, see Section 12 (Digital Millennium Copyright Act) below.

5. Privacy

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

For information about how iLuvLuv and its affiliates collect, use, and share your personal data, please read our [Privacy Policy](#). By using our Services, you agree that we may use your personal data in accordance with our [Privacy Policy](#).

6. Rights You Are Granted by iLuvLuv

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

For as long as you comply with these Terms, iLuvLuv grants you a personal, royalty-free, non-assignable, non-exclusive, revocable, and non-sublicensable license to access and use our Services for purposes intended by iLuvLuv and permitted by these Terms and applicable law. This license and any authorization to access the Services are automatically revoked if you fail to comply with these Terms.

7. Rights You Grant iLuvLuv

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

By creating an account and providing Your Content, you grant iLuvLuv a worldwide, non-exclusive, transferable, sublicensable, royalty-free license to host, store, use, copy, display, reproduce, adapt, edit, publish, translate, modify, reformat, and otherwise use Your Content as reasonably necessary to operate, provide, maintain, improve, protect, and promote the Services. This license includes any information you authorize us to access from Google or other third-party sources, if applicable. This license is subject to your rights under applicable law and our Privacy Policy.

In addition, so that iLuvLuv can prevent the use of Your Content outside of our Services, you authorize iLuvLuv 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. iLuvLuv is not obligated to take any action with regard to use of Your Content by other users or third parties. iLuvLuv's 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).

By submitting suggestions or feedback to iLuvLuv regarding our Services, you agree that iLuvLuv may use and share such feedback for any purpose without compensating you.

You agree that iLuvLuv 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, or

(vi) to investigate, prevent, or take other action regarding illegal activity, suspected fraud or other wrongdoing.

8. Purchases and Automatically Renewing Subscriptions

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You may be able to purchase products and services from iLuvLuv. If you purchase a subscription, it may renew automatically until you cancel.

iLuvLuv may offer products and services for purchase through Google Play, other third-party platforms, or, if offered, directly through iLuvLuv. Prices, subscription periods, included features, and other purchase terms will be disclosed to you before you complete your purchase.

If you purchase a subscription, your subscription will continue and automatically renew at the interval and price disclosed to you at the time of purchase unless and until you cancel it in accordance with the cancellation procedures applicable to the platform through which you made the purchase.

If you purchase through Google Play or another third-party platform, your purchase is also subject to that platform's applicable payment, subscription, cancellation, and refund terms. You must manage and cancel that subscription through the applicable third-party platform. iLuvLuv does not control the processing of payments or refunds made through a third-party platform.

If iLuvLuv offers direct purchases, the payment terms, cancellation procedures, and any applicable refund terms for those purchases will be disclosed at the time of purchase and will be subject to these Terms and applicable law.

Except where otherwise required by applicable law or the policies of the platform through which you made your purchase, payments are nonrefundable and there are no refunds or credits for partially used subscription periods. Nothing in this Agreement limits any cancellation, refund, or other rights that cannot lawfully be waived or limited.

You may cancel an automatically renewing subscription at any time through the platform through which you purchased it. Unless applicable law or the applicable platform provides otherwise, cancellation takes effect at the end of your then-current paid subscription period, and you may continue to use the applicable paid features until that period ends.

Deleting your iLuvLuv account does not automatically cancel a subscription purchased through Google Play or another third-party platform. You must separately cancel the

subscription through the platform through which you purchased it to prevent future renewal charges.

iLuvLuv may change the price of subscriptions or other paid features from time to time. Any price change affecting an existing automatically renewing subscription will be handled in accordance with the requirements of the applicable purchase platform and applicable law.

9. Account Termination

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If you no longer wish to use our Services, you may delete your account at any time. We may also suspend or terminate your account if you violate these Terms.

You may delete your account at any time by using the account deletion option provided through the Services or by following the instructions available on our [Delete Account](#) page.

Deleting your account does not automatically cancel an active subscription purchased through Google Play or another third-party platform. You must separately cancel that subscription through the applicable platform to stop future renewal charges.

iLuvLuv may investigate and, if appropriate, suspend or terminate your account without a refund if you have violated these Terms, misused the Services, or behaved in a way that iLuvLuv reasonably determines is inappropriate, unlawful, or unsafe, on or off our Services, subject to applicable law.

If your account is terminated by you or by iLuvLuv, these Terms will terminate between you and iLuvLuv except for provisions that by their nature should survive termination, including provisions concerning ownership, licenses already granted to the extent necessary for their intended purpose, disclaimers, limitations of liability, indemnity, dispute resolution, and other provisions that expressly or by their nature survive termination.

Following account deletion or termination, we may retain certain information as described in our [Privacy Policy](#), including where reasonably necessary or required for legal, safety, fraud-prevention, security, accounting, or regulatory purposes.

10. No Criminal Background or Identity Verification Checks

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iLuvLuv does not routinely conduct criminal background checks or comprehensive identity verification checks on its users. Use good judgment and follow our [Safety Tips](#) when interacting with others.

iLuvLuv does not routinely conduct criminal background checks or comprehensive identity verification checks on its users, and does not represent or warrant that any user's identity, background, criminal history, or statements have been independently verified by iLuvLuv.

We may use available information, technical measures, account information, reports from users, or other reasonable methods to help detect fraud, abuse, prohibited conduct, or violations of these Terms. We may also take reasonable steps to verify particular information or investigate a user when appropriate. Any such action does not create an obligation to perform criminal background checks or comprehensive identity verification on all users and should not be understood as a guarantee regarding any user's identity, history, character, conduct, or safety.

You are responsible for using your own judgment and taking appropriate safety precautions when communicating with or meeting other users. Please review our **Safety Tips** before interacting with other users, particularly before meeting anyone in person.

11. Disclaimer

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iLuvLuv's Services are provided "as is" and we do not make, and cannot make, any representations about the content or features of our Services or Member Content.

ILUVLUV PROVIDES OUR SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, DISCLAIMS ALL 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 MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. ILUVLUV 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 DISCOVERED OR CORRECTED, OR (C) THAT ANY CONTENT OR INFORMATION YOU OBTAIN ON OR THROUGH OUR SERVICES WILL BE ACCURATE, COMPLETE, CURRENT, OR APPROPRIATE FOR YOUR PURPOSES. FURTHERMORE, ILUVLUV MAKES NO GUARANTEES AS TO THE NUMBER OF ACTIVE USERS AT ANY TIME; USERS' ABILITY OR DESIRE TO COMMUNICATE WITH OR MEET YOU; OR THE ULTIMATE COMPATIBILITY WITH OR CONDUCT BY USERS YOU MEET THROUGH THE SERVICES.

ILUVLUV ASSUMES NO RESPONSIBILITY FOR ANY CONTENT THAT YOU OR ANOTHER USER OR THIRD PARTY POSTS, SENDS, RECEIVES, AND/OR ACTS ON

THROUGH OUR SERVICES NOR DOES ILUVLUV ASSUME ANY RESPONSIBILITY FOR THE IDENTITY, INTENTIONS, LEGITIMACY, OR VERACITY OF ANY USERS WITH WHOM YOU MAY COMMUNICATE WITH THROUGH ILUVLUV. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK. ILUVLUV IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER HARDWARE, COMPUTER SOFTWARE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, HACKING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE, OR ANY OTHER TECHNICAL OR OTHER DISRUPTION OR MALFUNCTION.

12. Digital Millennium Copyright Act

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

iLuvLuv 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.

DMCA Takedown Notices may be submitted to our Copyright Compliance contact [here](#), or by mail to: Copyright Compliance Dept. c/o iLuvLuv, Attn: Legal, PO Box 1383, Newark, NJ 07101.

iLuvLuv will terminate the accounts of repeat infringers.

13. Ads and Third-Party Content

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At this time, there are no advertisements on our Services.

14. Limitation of Liability

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iLuvLuv's liability is limited to the maximum extent allowed by applicable law.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ILUVLUV, ITS AFFILIATES, EMPLOYEES, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE, FIXED, OR ENHANCED 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 ANY USERS (INCLUDING BUT NOT LIMITED TO CONTENT DEFINED ABOVE AS 'MEMBER CONTENT' OR 'YOUR CONTENT') OR THIRD PARTIES ON OR THROUGH ANY OF OUR AFFILIATES' SERVICES OR IN CONNECTION WITH THE SERVICES; OR (III) ANY UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR CONTENT, EVEN IF ILUVLUV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ILUVLUV'S AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS RELATING TO THE SERVICES EXCEED THE AMOUNT PAID, IF ANY, BY YOU TO ILUVLUV FOR THE SERVICES DURING THE TWENTY-FOUR (24) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THAT YOU FIRST FILE A LAWSUIT, ARBITRATION OR ANY OTHER LEGAL PROCEEDING AGAINST ILUVLUV, WHETHER STATUTORY, IN LAW OR IN EQUITY. THE DAMAGES LIMITATION SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE APPLIES (i) REGARDLESS OF THE GROUND UPON WHICH LIABILITY IS BASED (WHETHER DEFAULT, CONTRACT, TORT, STATUTE, OR OTHERWISE), (ii) IRRESPECTIVE OF THE TYPE OF BREACH OF RIGHTS, PRIVILEGES, OR OBLIGATIONS, AND (iii) WITH RESPECT TO ALL EVENTS, THE SERVICE, AND THIS AGREEMENT.

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.

NOTHING IN THIS SECTION LIMITS OR EXCLUDES ANY LIABILITY OR REMEDY THAT CANNOT LAWFULLY BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

15. Dispute Resolution Section

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In the unlikely event that we have a legal dispute, here is how the Parties agree to proceed, except where prohibited by applicable law.

15a. Informal Dispute Resolution Process

If you are dissatisfied with our Services for any reason, please contact iLuvLuv **Customer Service** first so we can try to resolve your concerns without the need of outside assistance. If you choose to pursue a dispute, claim or controversy against iLuvLuv, these terms will apply. For purposes of this Dispute Resolution Process and Arbitration Procedures set forth in Section 15, "iLuvLuv" shall include our affiliates, employees, licensors, and service providers.

iLuvLuv values its relationship with you and appreciates the mutual benefit realized from informally resolving Disputes. "Dispute" is any dispute, claim, or controversy between you and iLuvLuv that arises from or relates in any way to this Agreement (including any alleged breach of this Agreement), the Service, or our relationship with you. "Dispute" as used in this Agreement shall have the broadest possible meaning and include claims that arose before the existence of this or any prior Agreement and claims that arise during the term of this Agreement or after the termination of this Agreement (unless this Agreement is superseded by a subsequent Agreement entered into by you and iLuvLuv).

If you have a Dispute with iLuvLuv ("Your Dispute"), before formally pursuing Your Dispute in arbitration, you agree to first send a detailed notice ("Notice") to iLuvLuv, LLC, 971 US HIGHWAY 202N, STE N, BRANCBURG, NJ 08876, USA. If iLuvLuv has a Dispute with you ("iLuvLuv's Dispute"), iLuvLuv agrees to first send a Notice to you at your most recent email address on file with us, or if no email address is on file, other contact information associated with your account.

Your Notice must contain all of the following information: (1) your full name; (2) information that enables iLuvLuv to identify your account, including the email address associated with your account and any other information reasonably necessary for iLuvLuv to identify your account; and (3) a detailed description of your Dispute,

including the nature and factual basis of your claim(s) and the relief you are seeking with a corresponding calculation of your alleged damages (if any). You must personally sign this Notice for it to be effective. iLuvLuv's Dispute Notice must likewise set forth a detailed description of iLuvLuv's Dispute, which shall include the nature and factual basis of its claim(s) and the relief it is seeking, with a corresponding calculation of our damages (if any).

You and iLuvLuv agree to then negotiate in good faith in an effort to resolve the Dispute. As part of these good faith negotiations, iLuvLuv may request a telephone conference with you to discuss Your Dispute, and you agree to personally participate, with your attorney if you're represented by counsel. Likewise, you may request a telephone conference to discuss iLuvLuv's Dispute with you, and iLuvLuv agrees to have one representative participate. (For the avoidance of doubt, iLuvLuv's termination of your account, as set forth in Section 4 above, is not iLuvLuv's Dispute with you.)

This informal process should lead to a resolution of the Dispute. However, if the Dispute is not resolved within 60 days after receipt of a fully completed Notice and the Parties have not otherwise mutually agreed to an extension of this informal dispute resolution time period, you or iLuvLuv may initiate an arbitration (subject to a Party's right to elect small claims court as provided below).

Completion of this informal dispute resolution process is a condition precedent to filing any demand for arbitration. Failure to complete this process before initiating arbitration is a breach of this Agreement. The statute of limitations and any applicable arbitration filing deadlines will be tolled while you and iLuvLuv engage in this informal dispute resolution process.

All offers, promises, conduct, and statements made in the course of the informal dispute resolution process by any party, its agents, employees, and attorneys are confidential and not admissible for any purpose in any subsequent proceeding (except to the extent required to certify in writing that the Party met the requirements of this informal dispute resolution process before commencing a NAM arbitration), provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable.

15b. Individual Relief: Class Action and Jury Trial Waiver

TO THE FULLEST EXTENT ALLOWABLE BY LAW, YOU AND ILUVLUV EACH WAIVE THE RIGHT TO A JURY TRIAL AND THE RIGHT TO LITIGATE DISPUTES IN COURT IN FAVOR OF INDIVIDUAL ARBITRATION (EXCEPT FOR SMALL CLAIMS COURT AS PROVIDED ABOVE). YOU AND ILUVLUV EACH WAIVE THE RIGHT TO FILE OR

PARTICIPATE IN A CLASS ACTION AGAINST THE OTHER OR OTHERWISE TO SEEK RELIEF ON A CLASS BASIS, INCLUDING ANY CURRENTLY PENDING ACTIONS AGAINST ILUVLUV. TO THE FULLEST EXTENT ALLOWABLE BY LAW, THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, CONSOLIDATED, OR PRIVATE ATTORNEY GENERAL BASIS. THE ARBITRATOR CAN AWARD THE SAME RELIEF AVAILABLE IN COURT PROVIDED THAT THE ARBITRATOR MAY ONLY AWARD FINAL RELIEF (INCLUDING INJUNCTIVE OR DECLARATORY RELIEF) IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE FINAL RELIEF WARRANTED BY THAT INDIVIDUAL PARTY'S CLAIM. THE ARBITRATOR MAY NOT AWARD FINAL RELIEF FOR, AGAINST, OR ON BEHALF OF ANYONE WHO IS NOT A PARTY TO THE ARBITRATION ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL BASIS. IF A COURT DETERMINES THAT ANY OF THESE PROHIBITIONS IN THIS PARAGRAPH ARE UNENFORCEABLE AS TO A PARTICULAR CLAIM OR REQUEST FOR RELIEF (SUCH AS A REQUEST FOR PUBLIC INJUNCTIVE RELIEF), AND ALL APPEALS OF THAT DECISION ARE AFFIRMED AND SUCH DECISION BECOMES FINAL, THEN YOU AND ILUVLUV AGREE THAT THAT PARTICULAR CLAIM OR REQUEST FOR RELIEF SHALL PROCEED IN COURT BUT SHALL BE STAYED PENDING INDIVIDUAL ARBITRATION OF THE REMAINING CLAIMS FOR RELIEF THAT YOU HAVE BROUGHT. IF THIS SPECIFIC PARAGRAPH IS FOUND TO BE UNENFORCEABLE, THEN THE ENTIRETY OF THIS ARBITRATION PROVISION (EXCEPT FOR THE JURY TRIAL WAIVER AND THE INFORMAL DISPUTE RESOLUTION PROCESS) SHALL BE NULL AND VOID. THIS PARAGRAPH IS AN ESSENTIAL PART OF THIS ARBITRATION AGREEMENT.

15c. Dispute Resolution Through Arbitration or Small Claims Court

Any Dispute that is not resolved informally by iLuvLuv Customer Service or through the process provided under subsection 15a above shall be resolved through BINDING INDIVIDUAL ARBITRATION, except where either Party elects small claims court as provided in this subsection or where otherwise specifically provided in this Dispute Resolution Section.

Notwithstanding the foregoing, either you or iLuvLuv may elect to have an individual claim heard in small claims court. If the request to proceed in small claims court is made after an arbitration has been initiated but before an arbitrator has been appointed, such arbitration shall be administratively closed by the arbitration provider (e.g., NAM). Any controversy over the small claims court's jurisdiction shall be exclusively determined by such small claims court. No determinations made by a small claims court shall have preclusive effect in any proceeding involving iLuvLuv and anyone other than you.

In the event such small claims court specifically determines that it is without jurisdiction to hear the Dispute, you and iLuvLuv shall arbitrate the Dispute under the terms of this Agreement. All other issues (except as otherwise provided herein) are exclusively for the Arbitrator to decide, including but not limited to scope and enforceability of this Dispute Resolution Section and including questions of arbitrability, any request to proceed in small claims court that is made after an arbitrator has been appointed, and any dispute as to whether either Party is in breach or default of the Dispute Resolution Section or has explicitly or implicitly waived the right to arbitrate.

If you or iLuvLuv challenges the small claims court election in your Dispute, and a court of competent jurisdiction determines that the small claims court election is unenforceable, then such election shall be severed from this Agreement as to your Dispute. However, such court determination shall not be considered or deemed binding or have preclusive effect with respect to any proceeding involving iLuvLuv and anyone other than you.

Any court proceeding to enforce this Dispute Resolution Section 15, including any proceeding to confirm, modify, or vacate an arbitration award, must be commenced in accordance with Section 17. In the event Dispute Resolution Section 15 is for any reason held to be unenforceable, any litigation against iLuvLuv (except for small claims court actions) may be commenced only in the federal or state courts located in Essex County, New Jersey. You hereby irrevocably consent to those courts' exercise of personal jurisdiction over you for such purposes and waive any claim that such courts constitute an inconvenient forum.

15d. Individual Arbitration and Mass Arbitration Protocols

This subsection 15d applies to Disputes that are submitted to NAM after fully completing the informal dispute resolution process described in subsection 15a above and when no small claims court election is made by you or iLuvLuv. Any arbitration between you and iLuvLuv shall be administered by NAM in accordance with NAM's operative Comprehensive Dispute Resolution Rules and Procedures (the "NAM Rules") in effect at the time any demand for arbitration is filed with NAM, as modified by this Dispute Resolution Section 15. For a copy of the NAM Rules, please visit <https://www.namadr.com/resources/rules-fees-forms> or contact NAM through the contact information provided on NAM's website.

If NAM is unable or unwilling to perform its duties under this Agreement, the Parties shall mutually agree on an alternative administrator that will replace NAM and assume NAM's role consistent with this Agreement and this Agreement will govern to the extent it conflicts with the arbitration provider's rules. If the Parties are unable to

agree, they will petition a court of competent jurisdiction to appoint an arbitration provider who will assume NAM's duties under this Agreement and this Agreement will govern to the extent it conflicts with the arbitration provider's rules.

The Parties agree that the following procedures will apply to any Arbitrations initiated under this Dispute Resolution Section (subject to either Party's small claims court election as described above):

1. Commencing an Arbitration – To initiate an arbitration, you or iLuvLuv shall send to NAM a demand for arbitration ("Demand for Arbitration") that describes the claim(s) and request for relief in detail, consistent with the requirements in this Agreement and NAM Rules. If you send a Demand for Arbitration, you shall also send it to iLuvLuv, LLC, 971 US HIGHWAY 202N, STE N, BRANCBURG, NJ 08876, USA, within 7 days of delivery of the Demand for Arbitration to NAM. If iLuvLuv sends a Demand for Arbitration, we will also send it to your mailing address on file with us within the same 7-day period. If your mailing address is unavailable, we will send it to your email address on file, or if no email address is on file, other contact information associated with your account. The arbitration provider shall not accept or administer any demand for arbitration and shall administratively close any such demand for arbitration that fails to certify in writing that the Party meets the requirements of Dispute Resolution Section 15 or if either Party elects small claims court as set forth above.

2. Fees – The payment of NAM fees shall be governed by the NAM Rules, except to the extent that the case is a part of a Mass Filing (as defined below) or the NAM fees and costs (including Arbitrator fees) paid by either Party are reallocated upon order of the Arbitrator following a determination that (a) either Party breached Section 15 of this Agreement, (b) such reallocation is called for under this Agreement, or (c) reallocation is otherwise permitted under applicable law. Upon a showing to iLuvLuv of your financial hardship we will consider a good faith request made by you to pay your portion of the applicable consumer portion of the filing fee. iLuvLuv is committed to ensuring that arbitration costs to consumers do not serve as a barrier to the adjudication of disputes. If iLuvLuv initiates an arbitration against you, we shall pay all NAM fees.

3. The Arbitrator – The arbitration shall be conducted by a single, neutral arbitrator (the "Claim Arbitrator"), as assisted by any Procedural Arbitrator appointed under the NAM Rules. The Claim Arbitrator shall be either a retired judge or an attorney licensed to practice law in the state of New Jersey and shall be selected by the Parties from NAM's roster of consumer dispute arbitrators. If the Parties are unable to agree upon a Claim Arbitrator within 35 days after the Demand for Arbitration is delivered to NAM, then NAM will appoint the Claim Arbitrator in accordance with the NAM Rules, provided

that if the Mass Filing process under subsection 15d(10) is triggered, NAM will appoint the Claim Arbitrator for each case pursuant to the NAM Rules and applicable Mass Filing Rules.

4. Arbitrator's Authority – The Claim Arbitrator shall have the authority to hear all challenges to the substance of any Dispute, including, without limitation, those related to arbitrability, and any defense to arbitration, including waiver, delay, laches, or estoppel. The Claim Arbitrator shall have the authority to determine whether any Dispute is frivolous or vexatious, or has been brought for an improper purpose under applicable law. The Claim Arbitrator shall apply the Federal Rules of Civil Procedure concerning sanctions against counsel to the extent consistent with applicable law and the NAM Rules.

5. Pre-Arbitration Dispositive Motions – The Parties agree that the Claim Arbitrator shall have the right to consider dispositive motions without an oral evidentiary hearing. Dispositive motions may be requested under the NAM Rules and applicable law.

6. Discovery – Each Party may (a) request relevant, non-privileged documents from the other Party; and (b) request that the other Party provide the details of its claims or defenses. Any such discovery requests must be served on the other Party within 21 days after the Claim Arbitrator's appointment. The responding Party shall provide the requesting Party all responsive, non-privileged documents, the requested details, and/or any objections to the requests within 30 days after receipt of the requests. Any disputes about discovery shall be resolved by the Claim Arbitrator in accordance with the NAM Rules and applicable law.

7. Arbitration Hearing – You and iLuvLuv are entitled to a fair evidentiary hearing (i.e. trial) before the Claim Arbitrator. Arbitration proceedings are usually simpler, less costly, and more streamlined than trials and other judicial proceedings. The Parties agree to waive all oral hearings and instead submit all disputes to the Claim Arbitrator for an award based on written submissions and other evidence as the Parties may agree, unless a Party requests an oral hearing within 10 days after the Respondent files a response. If an oral evidentiary hearing is requested, both Parties must be personally present at the hearing, regardless of whether either Party has retained counsel. Both Parties must personally attend the hearing. Either Party's failure to personally attend the hearing, without a continuance ordered by the Claim Arbitrator for good cause, may result in the hearing proceeding in that Party's absence, consistent with the NAM Rules.

8. Arbitration Award – Regardless of the format of the arbitration, the Claim Arbitrator shall provide a reasoned decision, in writing within 30 days after the hearing or, if no hearing is held, within 30 days after any rebuttal or supplemental statements are due.

The decision must clearly specify the relief, if any, awarded and contain a brief statement of the reasons for the award. The arbitration award is binding only between you and iLuvLuv and will not have any preclusive effect in another arbitration or proceeding that involves a different Party. The Claim Arbitrator may, however, choose to consider rulings from other arbitrations involving a different Party. The Arbitrator may award fees and costs as provided by the NAM Rules or to the extent such fees and costs could be awarded in court. This includes but is not limited to the ability of the Arbitrator to award fees and costs if the Arbitrator determines that a claim or defense is frivolous or was brought for an improper purpose, for the purpose of harassment, or in bad faith.

9. Offer of Settlement – The Respondent may, but is not obligated to, make a written settlement offer to the opposing Party any time before the evidentiary hearing or, if a dispositive motion is permitted, prior to the dispositive motion being granted. The amount or terms of any settlement offer may not be disclosed to the Claim Arbitrator until after the Claim Arbitrator issues an award on the claim. If the award is issued in the opposing Party's favor and is less than the Respondent's settlement offer or if the award is in the Respondent's favor, the opposing Party must pay the Respondent's costs incurred after the offer was made, including any attorney's fees. If any applicable statute or caselaw prohibits the flipping of costs incurred in the arbitration, then the offer in this provision shall serve to cease the accumulation of any costs that claimant may be entitled to for the cause of action under which it is suing.

10. Mass Filing – If, at any time, 25 or more similar demands for arbitration are asserted against iLuvLuv or related parties by the same or coordinated counsel or entities ("Mass Filing"), consistent with the definition and criteria of Mass Filings set forth in the NAM's Mass Filing Supplemental Dispute Resolution Rules and Procedures ("NAM's Mass Filing Rules", available at <https://www.namadr.com/resources/rules-fees-forms>), the additional protocols set forth below shall apply.

i. If you or your counsel file a Demand for Arbitration that fits within the definition of Mass Filing referred to above, then you agree that your Demand for Arbitration shall be subject to the additional protocols set forth in this Mass Filing subsection. You also acknowledge that the adjudication of your Dispute might be delayed and that any applicable statute of limitations shall be tolled from the time at which the first cases are chosen to proceed until your case is chosen for a bellwether proceeding.

ii. NAM's Mass Filing Rules shall apply if your Dispute is determined by NAM, pursuant to its Rules and this Dispute Resolution Section, to be part of a Mass Filing. Such election for NAM's Mass Filing Rules and related fee schedule must be made by either you or iLuvLuv in writing and submitted to NAM and all Parties.

Mass Filing Procedures. If NAM determines that a Dispute is part of a Mass Filing, the Parties agree that the Mass Filing will be administered in accordance with NAM's applicable Mass Filing Supplemental Dispute Resolution Rules and Procedures and applicable fee schedule then in effect, except to the extent expressly modified by this Agreement and accepted by NAM. The Parties and their counsel will cooperate in good faith with NAM and any Procedural Arbitrator appointed under the NAM Rules regarding the orderly, fair, and efficient administration of the Mass Filing. Any applicable statute of limitations or other limitations period will be tolled to the extent provided by these Terms, the NAM Rules, or applicable law.

iii. You and iLuvLuv agree that we each value the integrity and efficiency of the arbitration and small claims court process and wish to employ the process for the fair resolution of genuine and sincere disputes between us. You and iLuvLuv acknowledge and agree to act in good faith to ensure the fair resolution of genuine and sincere Disputes. The Parties further agree that application of these Mass Filings procedures have been reasonably designed to result in an efficient and fair adjudication of such cases.

15e. Future Changes and Retroactive Application

This Dispute Resolution Section 15 applies to all Disputes between the Parties, including any claims that accrued against you or iLuvLuv prior to the time of your consent to this Agreement. Notwithstanding any provision in this Agreement to the contrary, you may elect to opt out of the retroactive application of this Dispute Resolution Section 15 as to claims that have accrued against you or against iLuvLuv prior to the time of your consent to this Agreement.

You may opt out by emailing us written notice, within 30 days of the time you consent to this Agreement here at, **OPT OUT**. Please do not direct any customer support inquiries to the previous link, as they will not be addressed; such inquiries should be directed here at, **Customer Service**. You must include information sufficient to identify your account(s), such as the email address associated with your account(s), and should include a statement that you are opting out of the retroactive application of this Dispute Resolution Section 15.

Please note: if you opt out of the retroactive application of this Dispute Resolution Section 15, you will still be subject to and bound by any Dispute Resolution Sections and Arbitration Procedures you previously agreed to, including any arbitration provisions, class action waivers, and retroactive application sections. Also, regardless of whether you opt out of the retroactive application of these changes, the Parties will

resolve any claims that accrue against you or iLuvLuv after your consent to this Agreement in accordance with this Dispute Resolution Section.

16. Governing Law

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New Jersey law and the Federal Arbitration Act will apply to any Dispute (except where prohibited by law).

The laws of New Jersey, U.S.A., without regard to its conflict of laws rules, shall apply to any Dispute arising out of or relating to this Agreement or our Services, and the Dispute Resolution Process set forth in Section 15 shall be governed by the Federal Arbitration Act.

iLuvLuv, LLC is a privately owned New Jersey limited liability company that operates in the United States of America.

ILUVLUV OFFERS ITS SERVICES ONLY TO USERS LOCATED IN THE UNITED STATES OF AMERICA. IF YOU ARE LOCATED OUTSIDE THE UNITED STATES, YOU ARE NOT ELIGIBLE TO REGISTER FOR OR USE THE SERVICES. ILUVLUV MAY SUSPEND OR TERMINATE AN ACCOUNT IF WE REASONABLY DETERMINE THAT THE SERVICES ARE BEING ACCESSED OR USED IN VIOLATION OF THIS GEOGRAPHIC RESTRICTION. DISPUTES WITH ILUVLUV ARE SUBJECT TO THE DISPUTE RESOLUTION, GOVERNING LAW, AND VENUE PROVISIONS OF SECTIONS 15 THROUGH 17 OF THESE TERMS, SUBJECT TO APPLICABLE LAW.

17. Venue/Forum Selection

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To the fullest extent allowable by law, any claims that are not arbitrated for any reason must be litigated in Essex County, New Jersey (except for claims filed in small claims court or where prohibited by law).

Except for claims heard in small claims court as set forth in Section 15, any claims arising out of or relating to this Agreement (including any challenges to the class action waiver provision in subsection 15b), our Services, or your relationship with iLuvLuv that are not required to be arbitrated or filed in small claims court shall be litigated exclusively in the state courts located in Essex County, New Jersey, or, where federal jurisdiction exists, in the United States District Court for the District of New Jersey. You and iLuvLuv consent to the personal jurisdiction of those courts and waive any objection based on an inconvenient forum, to the fullest extent permitted by applicable law.

18. Indemnity by You

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

Where permitted by applicable law, you agree to indemnify, defend, and hold harmless iLuvLuv, 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.

NOTHING IN THIS SECTION REQUIRES YOU TO INDEMNIFY, DEFEND, OR HOLD HARMLESS ILUVLUV TO THE EXTENT SUCH OBLIGATION IS PROHIBITED BY APPLICABLE LAW.

19. Acceptance of Terms

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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](#), [Cookie Policy](#), [Community Guidelines](#), and [Safety Tips](#) (iii) any additional terms presented to you in connection with specific features, purchases, or offerings. If you do not accept and agree to be bound by all of the terms of this Agreement, you are not entitled to use our Services.

20. Entire Agreement

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This Agreement supersedes any previous agreements or representations.

These Terms, with the [Privacy Policy](#), [Cookie Policy](#), [Community Guidelines](#), and [Safety Tips](#), and any additional terms presented to you in connection with specific features, purchases, or offerings, contain the entire agreement between you and iLuvLuv 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 iLuvLuv 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 iLuvLuv in any manner.

21. Special State Terms

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Special terms apply in certain states, including the states identified below. Additional California-specific terms are provided elsewhere in this Agreement.

For purchasers residing in Arizona:

- You may cancel a paid dating service contract within three (3) business days after signing the contract, as provided by applicable Arizona law.
- You may also have cancellation and refund rights in the event of death, as provided by applicable Arizona law.

For purchasers residing in Colorado:

- You may cancel a paid online dating service contract, without penalty or obligation, at any time prior to midnight of the third business day following the date of the contract, as provided by applicable Colorado law.
- You may cancel through the electronic cancellation method provided by iLuvLuv or by another method permitted by applicable Colorado law. Any refund required following cancellation will be made within the time required by applicable Colorado law.
- You may also have cancellation and refund rights in the event of death, disability, or qualifying relocation, as provided by applicable Colorado law.

For purchasers residing in Connecticut:

- You may cancel a paid dating or social referral service contract within three (3) business days after receiving the contract or within three (3) business days after the service is made available to you, whichever is later, as provided by applicable Connecticut law.

For purchasers residing in Illinois:

- If you purchase a paid dating service contract through iLuvLuv online, you may cancel the contract within seven (7) calendar days and receive a full refund of amounts paid, as provided by applicable Illinois law.
- Notice of cancellation under this Illinois statutory cancellation right must be in writing and delivered by certified or registered mail to iLuvLuv, Attn: Legal, PO Box 1383, Newark, NJ 07101, USA. Any refund required under this statutory cancellation right will be made within the time required by applicable Illinois law.
- You may also have cancellation and refund rights if you die during the term of your contract or permanently move your residence as provided by applicable Illinois law.

For purchasers residing in Iowa:

- You may cancel a paid social referral service transaction, without penalty or obligation, within three (3) business days after the date of the transaction, as provided by applicable Iowa law.
- Any payments required to be refunded following cancellation under this Iowa statutory right will be returned within the time required by applicable Iowa law.

For purchasers residing in Minnesota:

- You may cancel a paid social referral service contract, without liability, at any time before midnight of the third business day following the date on which your membership begins, as provided by applicable Minnesota law. Any payments required to be refunded following such cancellation will be returned within the time required by applicable Minnesota law.
- You may also terminate your membership at any time without a termination fee or other liability, subject to the effective-date provisions of applicable Minnesota law.
- Cancellation or termination notices may be provided through the methods required by applicable Minnesota law.

For purchasers residing in New York:

- The Services do not guarantee any specific number of referrals or matches. iLuvLuv is an online dating service through which users may search for and/or be presented with potential matches, subject to the features and limitations of their applicable service level;
- Upon written notice delivered to iLuvLuv, Attn: Legal, PO Box 1383, Newark, NJ 07101, USA, purchasers may place their membership on hold for up to one year;

- If iLuvLuv provides no social referral to you for two or more successive months, you may cancel your paid social referral service contract as provided by applicable New York law. Any cancellation fee will not exceed the amount permitted by applicable New York law;
- If you permanently move outside an area in which iLuvLuv provides the Services, please contact iLuvLuv. We will provide any cancellation, refund, or other remedy required by applicable New York law;
- How your information is used and how you may access your information is set forth in Section 5 and our [Privacy Policy](#);
- You may review the New York Dating Service Consumer Bill of Rights [here](#);

For purchasers residing in North Carolina:

- You may cancel a paid dating service contract within three (3) days after signing the contract by notifying iLuvLuv in writing, as provided by applicable North Carolina law.
- You may also have cancellation and refund rights in the event of death, disability, or qualifying relocation, as provided by applicable North Carolina law. Any refund required under these statutory rights will be made within the time and in the amount required by applicable North Carolina law.
- You may review the North Carolina Buyer's Rights [here](#).

For purchasers residing in Ohio:

- You may cancel a paid dating service contract until midnight of the third business day after the day on which the first service under the contract is available, as provided by applicable Ohio law.
- You may also have cancellation and refund rights in the event of death, disability, or qualifying relocation, as provided by applicable Ohio law. Any refund required under these statutory rights will be made within the time and in the amount required by applicable Ohio law.

For purchasers residing in Rhode Island:

- You may cancel a paid social referral service contract, without penalty or obligation, at any time prior to midnight of the third business day after receiving a copy of the written contract, as provided by applicable Rhode Island law.
- Any payments required to be refunded following cancellation under this Rhode Island statutory right will be returned within the time required by applicable Rhode Island law.

For purchasers residing in Wisconsin:

- You may cancel a paid dating service contract until midnight of the third day after the date on which you signed the contract, as provided by applicable Wisconsin law.
- Notice of cancellation under this Wisconsin statutory right must be provided in writing and mailed or delivered to iLuvLuv, Attn: Legal, PO Box 1383, Newark, NJ 07101, USA. Any payments required to be refunded following cancellation will be returned within the time required by applicable Wisconsin law.

22. Feature List – Comparison Table

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Main differences between “Full Service” and “Limited Free Service” service plans:

Feature	Full Service	Limited Free Service
Messaging	Messaging with approximately 1-second sending interval	Messaging with 15-minute sending interval
Profile Photos	Up to 10 photos	Up to 3 photos
Location Updates	Update your location using Location Services or ZIP code, subject to applicable usage limits	Location setup available during initial sign-up
“Like” Button	Yes, available on user profiles	Not available
“People Who Like You” List	See who Likes you	Not available
“People That Viewed You” List	See who viewed your profile	Not available
“Hide” & “Unhide” Buttons	Hide or unhide your profile anytime	Not available

Feature	Full Service	Limited Free Service
Search Filters	Advanced filters include all Basic filters, plus height, username, religion, and more	Basic filters include age, distance, personal habits, and more
Profile Self-Description Fields	All available fields	Limited set of fields
Change Username	Can change at any time	Cannot change

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