



## **TERMS OF USE**

**Last Revised: November 15, 2023**

Questions and/or comments about this Terms of Use Agreement may be submitted in writing to: REPUBLICAN SINGLES, LLC., Attn: Customer Service – Terms of Use Agreement, PO BOX 6115, La Quinta, CA, 92248.

This Terms of Use Agreement (the "Agreement") constitutes a legal agreement that governs and rules REPUBLICAN SINGLES, LLC's relationship with its users and others that interact with REPUBLICAN SINGLES, LLC and our subsidiaries and/or our affiliates ("REPUBLICAN SINGLES," "we," or "us") in connection with the use of REPUBLICAN SINGLES' websites (including [www.republicansingles.com](http://www.republicansingles.com)) (the "Sites") and our Services (as defined throughout this Agreement). REPUBLICAN SINGLES currently provides services, virtual currency and products, and other features available through our Sites, applications, which include Mobile Software (as defined in Section 17) and other applications available on social networking sites and other platforms, and other downloadable products (the Sites, the applications, the downloadable products, and all products, services and features provided by REPUBLICAN SINGLES in connection therewith shall be referred to collectively as, the "Services"). REPUBLICAN SINGLES may periodically offer additional services or products, or we may revise or modify any of the Services at our discretion at any time, and this Agreement will apply to all additional services or products, and all revised or modified Services unless otherwise indicated. REPUBLICAN SINGLES also reserves the right to cease offering any

of the Services at any time, and without notice. You agree that REPUBLICAN SINGLES shall not be liable to you or any Third-Party for any revision, modification, suspension or discontinuation of any of the Services.

Your use of some Services may be subject to additional terms and conditions. Any additional terms and conditions will be listed in this Agreement, or will be presented or accessible to you by REPUBLICAN SINGLES when you sign up to use or sign in to use, such Services ("Additional Terms"). All such Additional Terms are thereby incorporated by reference into this Agreement unless otherwise indicated. This Agreement does not negate or alter in any way the terms and conditions of any other agreement you may have with REPUBLICAN SINGLES.

All guests of, visitors to, or users of Services, whether registered or not, are defined as "users" of the Services for purposes of this Agreement. If you register for the Services by creating an account, you become a "Member".

This Agreement and any policy or guideline of the Services may be modified, changed, or deleted by REPUBLICAN SINGLES at any time and in its sole discretion. REPUBLICAN SINGLES shall provide notice of any such change, modification, or deletion, by, at a minimum, posting the revised Agreement to the Sites. When we change or modify the Agreement, we will update the "last revised" date at the top of this Agreement. If you are a non-subscribing user or Member at the time of any change or modification to this Agreement and any policy or guideline of the Services, unless otherwise indicated, any changes or modifications will be effective immediately upon posting the revisions to the Site or Service, and your use of the Service after such posting will constitute your acceptance of the revised Agreement. If you are a subscribing Member at the time of any change or modification, unless otherwise indicated this Agreement

will continue to govern your membership and our relationship with you until such time that your subscription renews as referenced by Section 18. If you continue your subscription, the renewal will constitute your acceptance of the revised Agreement. If you terminate your subscription at such time, your use of the Service after your termination will constitute your acceptance of the revised Agreement. Consequently, you should review this Agreement and all applicable terms and policies frequently, to understand the terms of use that apply to your use of the Services. If you do not agree to the amended terms of use, you must stop using the Services.

PLEASE READ THIS TERMS OF USE AGREEMENT CAREFULLY. BY ACCESSING OR USING OUR SITES AND/OR OUR SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND ALL OTHER TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT ACCESS OR USE OUR SITES AND/OR OUR SERVICES.

IF YOU BECOME A REPUBLICAN SINGLES SUBSCRIBER AND PAY BY USE OF CREDIT CARD OR DEBIT CARD (OR ANY OTHER PAYMENT METHOD ASSOCIATED WITH AN AUTOMATICALLY RENEWING OR RECURRING SUBSCRIPTION), YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW FOR CERTAIN PERIODS OF TIME IF YOU DO NOT CANCEL PRIOR TO THE END OF THE TERM. FOR MORE INFORMATION ON THE AUTOMATIC RENEWAL TERMS APPLICABLE TO SUBSCRIPTIONS, SEE SECTIONS 18(d) AND (g).

CONTAINED WITHIN SECTION 22 OF THIS AGREEMENT IS A MANDATORY PROVISION FOR ARBITRATION OF DISPUTES THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN JURY TRIALS OR CLASS ACTIONS, TO RESOLVE DISPUTES.

## **1. LANGUAGE OF THE AGREEMENT**

The language of this Agreement is English. Where REPUBLICAN SINGLES has provided a translation of the English version of this Agreement, you agree that the English language version of this Agreement shall govern your relationship with REPUBLICAN SINGLES, and that the translation is provided for your convenience only. If there is any contradiction between what the English language version of this Agreement says and what a translation says, then the English language version will take precedence.

## **2. ELIGIBILITY**

By accessing or using the Services, you represent and warrant that: (a) you are single (never married, divorced, or widowed); (b) you are at least 18 years old; (c) you have never been convicted of a felony or any criminal offense characterized as a sexual offense and are not required to register as a sex offender with any government entity in any country; (d) you have the right, authority and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement; (e) you have not been previously removed from the Services; (f) you are not a competitor of REPUBLICAN SINGLES and are not using the Services for reasons that are in competition with REPUBLICAN SINGLES; and (g) you are a legal citizen of the United States.

## **3. ELECTRONIC RECORDS**

Because the Services are provided electronically, if you wish to use the Services, you must consent to REPUBLICAN SINGLES'S providing important information electronically. You consent to being provided with this Agreement, information, disclosures, notices, policies, records and other materials in electronic form (collectively "Electronic Records"), rather than in paper form in accordance with The Electronic Signatures in Global and National Commerce Act. Your consent to receive Electronic Records applies to all agreements, information, disclosures, notices, policies, records, or other materials of any kind that REPUBLICAN SINGLES may be required by law to provide to you.

Electronic Records will be posted on our Sites and Services or sent to the email address associated with your account (you can change the email address associated with your REPUBLICAN SINGLES account by going to the "profile edit" or "settings" page of the Site or Services). You may want to print out all Electronic Records and keep them for your records. If you have any trouble printing out, accessing, and/or downloading any Electronic Records, you may contact us in writing at the address provided above. In order for you to access and retain Electronic Records sent by REPUBLICAN SINGLES, the following hardware and software are required: a computer or other device capable of reading text and html files, a modem or other means of accessing the Internet, an Internet browser capable of accessing and displaying the REPUBLICAN SINGLES website or other Services, and the ability to receive and read emails. In order to print the Electronic Records, you will also need a printer.

You may withdraw your consent to receive Electronic Records by contacting us in writing at REPUBLICAN SINGLES, LLC., Attn: Electronic Records Withdrawal, PO BOX 6115, La Quinta, CA, 92248. However, the Services provided by REPUBLICAN SINGLES are only available if you agree to receive Electronic Records. Withdrawing such consent will result in your account being deactivated. You can obtain a paper copy of an Electronic Record by contacting us in

writing at the address provided above. REPUBLICAN SINGLES may charge a reasonable fee to cover the costs of printing and sending the requested Electronic Record(s).

#### 4. **USE OF THE SERVICES**

REPUBLICAN SINGLES LLC IS A DATING SERVICE FOR PEOPLE LIVING IN THE UNITED STATES OF AMERICA, AMERICAN SAMOA, PUERTO RICO, GUAM, AND THE UNITED STATES MAJOR OUTLYING ISLANDS. YOU MUST BE LIVING IN THE UNITED STATES OF AMERICA OR ONE OF ITS TERRITORIES TO USE REPUBLICAN SINGLES SERVICES. IF YOU ARE AN AMERICAN CITIZEN WHO IS CURRENTLY OUTSIDE THE UNITED STATES OF AMERICA OR ONE OF ITS TERRITORIES, PLEASE CONTACT SUPPORT WITH YOUR SITUATION DETAILS BEFORE CREATING YOUR PROFILE. [INFO@REPUBLICANSINGLES.COM](mailto:INFO@REPUBLICANSINGLES.COM).

DUE TO ONGOING SECURITY CONCERNS, ATT.NET, PROTON.ME AND PROTONMAIL.COM EMAIL ADDRESSES ARE NOT ALLOWED ON REPUBLICAN SINGLES.

You agree that you will only use the Services, in a manner consistent with this Agreement and any and all applicable local, state, national and international laws and regulations, including, but not limited to, United States export control laws. This applies to any content you post to the Services. Use of the Services is void where prohibited.

**Member Account.** You will create only one unique profile for use of the Services. You understand and agree that anyone may be able to view any information you choose to make publicly available. You

agree that you will not use your last name in your profile. You will not include any street addresses, telephone numbers, email addresses, social media account identifiers, multimedia, Uniform Resource Locators (URLs), copyrighted works of others, artworks downloaded from external sources, or any other contact information in your profile or in any other publicly viewable User Content (as defined in Section 5 below) or other communications made in connection with your use of the Services.

**Exclusive Use.** You agree that you will only use the Services for your sole, personal. You agree that you will not use the Services in connection with any commercial endeavors. You agree that you will not authorize other persons or entities to use the Services or otherwise attempt to transfer your right to use the Services to any other person or entity.

**No Commercial Solicitation or Advertising.** You agree that you will not engage in any advertising or solicitation to buy or sell any products or services through the use of the Services. You agree that you will not transmit any junk email, spam email, or chain letters to other users of the Services. Additionally, you agree that you will not use any information obtained from the Services in order to contact, advertise to, solicit to or sell to any user without their explicit, prior consent.

**Account Security.** You understand that you are solely responsible for maintaining the security and confidentiality of the username and password of your account, and you are fully responsible for all activities that occur under your username and password, including the purchase of any of our Paid Services (as defined in Section 18 below). You agree (a) to immediately notify REPUBLICAN SINGLES if you suspect any unauthorized use of your username or password or any other breach of security regarding your account, (b) that you will exit from your account at the end of each session,

(c) not to use the profile, account, username, or password of any other user or Member and (d) to be extra cautious when accessing your account from a shared or a public computer so that others cannot view or record your username, password, or other personal information. You acknowledge that REPUBLICAN SINGLES shall not be made liable for any loss or damage arising from the theft of your username or password. We highly recommend that you use a unique and strong password for your account, and that you change your password frequently.

**Interactions with Other Users; Criminal Background Screenings; Online Dating Safety; Test Profiles.** You agree that you assume all risks when using the Services, including but not limited to all risks associated with any online or offline interactions with others, including meeting other users offline for dates. You agree to take all necessary precautions when meeting other users, especially if you decide to meet in person. YOU ACKNOWLEDGE THAT REPUBLICAN SINGLES DOES NOT ROUTINELY CONDUCT CRIMINAL SCREENINGS OF ITS USERS. REPUBLICAN SINGLES DOES NOT INQUIRE INTO THE BACKGROUND OF ITS USERS OR ATTEMPT TO VERIFY INFORMATION PROVIDED BY ITS USERS. REPUBLICAN SINGLES RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO CONDUCT SUCH SCREENINGS OR INQUIRIES (INCLUDING SEARCHING SEX OFFENDER REGISTRIES). YOU ALSO ACKNOWLEDGE THAT REPUBLICAN SINGLES IS UNDER NO OBLIGATION TO CONDUCT ANY SUCH INQUIRIES OR INVESTIGATIONS. REPUBLICAN SINGLES does not make any warranties, guarantees, or representations as to the information provided by its users, conduct of its users, or their compatibility with you. You acknowledge that not all users are available for matching and that REPUBLICAN SINGLES may create test accounts or profiles to monitor the operation of the Services.

**Online Dating Safety.** YOU AGREE TO READ OUR [ONLINE DATING SAFETY GUIDE](#) BEFORE USING THE SERVICES. This guide promotes safer dating practices, such as not providing personal information,



last name, home address, workplace, financial information, such as credit card, debit card, or bank account numbers, or any other identifying information to other users and discontinuing all communications with anyone who pressures you or attempts to defraud you of your personal or financial information. You agree to treat all other users with dignity and respect and comply with our User rules of conduct set forth in Section 3(g) below.

**User Rules of Conduct.** REPUBLICAN SINGLES is not liable or responsible in any way for the conduct of its users, whether or not such conduct is in connection with the use of the Site or the Services. YOU ACKNOWLEDGE THAT YOU USE THE SERVICES AT YOUR OWN RISK. You agree NOT TO DO any of the following in connection with the Services or the users of the Services:

- i. engage in any unlawful, intimidating, threatening, harassing, obscene, predatory or stalking conduct;
- ii. use the Service in any in any manner that is harmful to or violates the rights of others;
- iii. interfere with or attempt to interfere with any other user's use of the Services;
- iv. swindle, deceive, defraud, other users of the Services;
- v. impersonate any person or entity, or misrepresent your age, identity, affiliation, connection or association with, any person or entity;
- vi. propagate another person's personal information without his or her prior consent, or gather or solicit another person's personal information for any purposes;
- vii. collect or solicit personal information about anyone under 18;

- viii. use the Services in any way that could disable, damage, disrupt, impair, overburden, or effect the performance of the Services;
- ix. engage in any illegal or unlawful activity or solicit or engage in gambling or any similar activity;
- x. use any bots, scripts, or any other automated technology to access or scrape data from the Services;
- xi. gather or collect personal information, including email addresses of other users from the Services by electronic or other means or use the Services to send any unsolicited commercial e-mail or communications, unsolicited bulk e-mail or communications or other spimming or spamming activities either directly or indirectly;
- xii. use the Service for any trolling, phishing or any similar activities;
- xiii. use the Services for any commercial purposes;
- xiv. use the Service to redirect users to, or encourage users to visit other dating sites.
- xv. attempt to access any Services or area of the Sites that you are not authorized to access; or
- xvi. permit or allow other people or third parties to access and use the Services via your account

**Criminal Background Screenings.** REPUBLICAN SINGLES does not regularly conduct criminal background screenings of its users. You thereby agree that REPUBLICAN SINGLES has the right to conduct criminal background screenings of your personal contact information at its sole discretion, and you consent to any such screening(s) and agree upon request to provide to REPUBLICAN SINGLES with complete, current, and accurate information regarding your eligibility for use of the Services. You understand and agree that

if REPUBLICAN SINGLES in its sole discretion believes that you have violated the terms of this Agreement, misused the Services or behaved in any way that could be regarded as illegal, unlawful, unsafe, or inappropriate, REPUBLICAN SINGLES may, among other things, investigate, cancel your membership or subscription, terminate your account and/or take legal action against you.

**Reporting Violations and Abuse.** If you wish to report any violation of this Agreement or abuse by others, including all users and Members, site moderators and administrators included, you may do so by sending us an email at: [report@republicansingles.com](mailto:report@republicansingles.com) or by contacting using our email form here: [www.republicansingles.com/contact](http://www.republicansingles.com/contact).

## 5. **USER CONTENT**

**Responsibility and Liability for User Content.** You are solely responsible for the personal information and content that you share, publish, provide, transmit, display or otherwise communicate to REPUBLICAN SINGLES through the Services or to other users (collectively referred to as "post"), including without limitation, data, photos, videos, texts, messages, music, illustrations, graphics, links or other materials posted through newsfeeds, messages, chat, forums, groups, email messages, mobile messages, and profile information (your submissions and those of other users, collectively, are "User Content"). REPUBLICAN SINGLES does not control, take responsibility for or assume liability for any User Content posted by you or any Third-Party, or for any loss or damage thereto, nor is REPUBLICAN SINGLES liable for any libel, slander, defamation, mistakes, falsehoods, omissions, obscenity, profanity, or pornography you may encounter on the Services. YOU ARE SOLELY RESPONSIBLE FOR YOUR USE OF THE SERVICES AND AGREE THAT YOU USE THEM AT YOUR OWN RISK

**Accuracy of Information.** You agree that you will not post any misleading, inaccurate, incomplete or false information or User Content to REPUBLICAN SINGLES or to any other user's profile within the Services. You may be required to supply certain information and/or post a photo or photos of yourself to use, or subscribe to the Services. This may include, but is not limited to, a picture of your driver's license or state issued identification, or a picture of your passport. You agree that all images and photos posted to your dating profile are of you, are recent, are two years old or newer, and you agree to update your dating profile annually. You agree to use a clear picture of your face as your site avatar. If you use an avatar that is not a picture of your face, your profile may be suspended until you provide us with a picture of your face.

No Obligation to Review User Content. You acknowledge and understand that REPUBLICAN SINGLES is not liable for User Content that is provided by others, and has no duty to control, prescreen, monitor, review or edit User Content, and you agree that REPUBLICAN SINGLES may, at its sole discretion, review, edit, refuse to accept or delete User Content at any time and for any reason or no reason without notice. This includes REPUBLICAN SINGLES's right to edit, crop, modify, or "photoshop" any images or photos you submit to comply with REPUBLICAN SINGLES' policies, practices and procedures. This also includes REPUBLICAN SINGLES' right to delete your profile from the system at any time and for any reason or no reason without notice. You are solely responsible for creating backup copies of your User Content, and you are solely responsible for the costs and expenses of replacing any User Content you post or store on the Services.

**User Content License to REPUBLICAN SINGLES.** REPUBLICAN SINGLES claims no control or ownership over your User Content, except as otherwise specifically provided herein, on the Services or in a separate agreement. By posting or submitting User Content,

you automatically grant, represent, and warrant that you have the right to grant to REPUBLICAN SINGLES, its subsidiaries, affiliates, licensees and successors an irrevocable, perpetual, non-exclusive, fully paid, worldwide right and license to copy, use, publicly display or perform, modify, adapt, reproduce, and/or distribute such User Content furnished to us by you and to prepare derivative works of, or incorporate into other works, any such information and User Content, and to grant and authorize sublicenses of the foregoing in any medium. You represent and warrant that your User Content and the public posting and use of your User Content by REPUBLICAN SINGLES will not infringe or violate any third-party rights, including and without limitation any copyright, trademark, or intellectual property rights or rights of privacy or publicity, or cause any harm to any Third-Party or violate the terms of this Agreement. You further warrant and represent that you have the written consent of each and every identifiable natural person in your User Content to use such person's name and/or likeness in the manner contemplated by the Service and this Agreement, and each such person has released you from any liability that may arise in relation to such use. By posting User Content, you hereby release REPUBLICAN SINGLES and its agents, employees, subsidiaries, affiliates, licensees and successors, from any claims that such use, as authorized and defined above, violates any of your rights and you understand that you will not be entitled to any additional compensation for any use of your User Content.

**Prohibited Content.** You will not use a group photo for your profile avatar. Group photos consist of more than one person. You will not use a shirtless photo (men) or a bathing suit photo (men and women) for your profile avatar. You will not use a photo that has your face partially or fully covered for your profile avatar. Photos grabbed off of the Internet are prohibited. Photos of celebrities are prohibited. Pornography is strictly prohibited. Any photo or profile description depicting violence or any illegal activity is strictly prohibited. All illegal activity and all threats of violence will be reported to the [Federal Bureau of Investigation](#).

You will not post, transmit or deliver to any other user, either directly or indirectly, any User Content that violates any applicable law, rule, or regulation, third-party rights, or is prohibited under this Agreement or any other REPUBLICAN SINGLES Agreement or policy governing your use of the Services ("Prohibited Content").

Prohibited Content includes User Content that, without limitation,:

i. is intended to, or does, intimidate, threaten, harass, or intimidate any other user or Third-Party;

ii. is illegal, abusive, threatening, harassing, intimidating, offensive, defamatory, libelous, inaccurate, inflammatory, fraudulent, misrepresentative, indecent, obscene, profane, pornographic, or sexually oriented;

iii. promotes racism, bigotry, hatred or physical harm of any kind against any individual or group;

iv. contains images, photos, audio, or video, of another person without his or her express written consent (or in the case of a minor, the consent of the minor's legal guardian) or otherwise violates anyone's right of privacy or publicity;

v. violates the data privacy or data protection of another;

may infringe or violate any copyright, patent, trademark, trade secret, or other intellectual or proprietary right of any party. This includes User Content that contains copyrighted content of others (e.g., photos, images, music, movies, videos, etc.) without obtaining their proper permission first;

vi. contains any promotional content, such as advertising or fundraising;

vii. promotes or enables illegal or unlawful activities, such as instructions on how to make or buy illegal weapons or drugs;

viii. contains viruses, worms, trojan horses, time bombs, cancelbots, or other harmful, or disruptive codes, components or devices;

ix. is, in the sole judgment of REPUBLICAN SINGLES, offensive or objectionable or restricts or inhibits any person from using or enjoying the Services or exposes REPUBLICAN SINGLES or its users to harm or liability of any type.

**Use of Proprietary Information of Others.** You acknowledge that materials and information available through the Services may or may not have copyright protection, whether or not it is identified as being copyrighted. You agree that you will not copy, create, transfer, transmit or post, or any derivative works from, reproduce, distribute, display or show in any manner any proprietary information, including any copyrighted or trademarked materials, including any User Content posted by other users or members, without the prior written consent of the owner of such proprietary information.

**Submissions.** Separate and apart from the User Content you provide as part of your use of the Services, you can submit feedback, suggestions, ideas, comments, questions, success stories, notes, plans, drawings, or creative or creative materials or other information relating to REPUBLICAN SINGLES and our Services (collectively, "Submissions"). Submissions, whether provided to REPUBLICAN SINGLES by submission form, email, or otherwise posted to the Services, are non-confidential and shall become the sole property of REPUBLICAN SINGLES. REPUBLICAN SINGLES shall exclusively own all rights, title and interest to any and all Submissions, including and without limitation all intellectual property rights. REPUBLICAN SINGLES shall be entitled to the unrestricted use and dissemination of any Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

**Social Networking Sites.** When you have enabled the use of our Services through a third-party social networking or similar site or mobile or other application (a "Social Networking Site"), such as Twitter or Facebook, you give REPUBLICAN SINGLES permission to access certain information about you that is made available to REPUBLICAN SINGLES from or through that Social Networking Site. The information obtained by REPUBLICAN SINGLES varies by Social Networking Site and may be effected by the privacy settings you establish at that Social Networking Site. Such information can include your location, name, username, user ID, age, birthday, gender, profile picture, photos, network, country, language, interests, contacts list, friends lists, followers and other information. By accessing or using our Services through a Social Networking Site, you are authorizing REPUBLICAN SINGLES to collect, retain, store and use, in accordance with our [Privacy Policy](#), any and all of your information that REPUBLICAN SINGLES has obtained from the Social Networking Site, including to create a REPUBLICAN SINGLES profile and account for you. Depending on the Social Networking Site and your privacy settings both at that site and on the Services, REPUBLICAN SINGLES may also post information to your Social Networking Site. Your agreement to the foregoing takes place when you "accept" or "allow" or "go to" (or other similar terms) our application on a Social Networking Site or the transfer of information to REPUBLICAN SINGLES from such site. If there is information about your "friends" or people you are associated with in your Social Networking Site account, the information we obtain about those persons may also depend on the privacy settings such people have with the applicable Social Networking Site. You acknowledge and agree that REPUBLICAN SINGLES has no control over and is not responsible for, any applicable privacy settings on any Social Networking Sites (including any settings related to any messages or advertisements about REPUBLICAN SINGLES that the Social Networking Site may send to you or to your friends). You should always review, and if necessary, adjust your privacy settings on Social Networking Sites before getting or using applications such as ours or linking or connecting your Social Networking Site account to the Services. You may also unlink your Social Networking Site



account from the Services by adjusting your settings on the Social Networking Site

## 6. **PRIVACY**

For information about how REPUBLICAN SINGLES collects, stores, uses, and discloses personally identifiable information from its users, please refer to our [Privacy Policy](#). You consent to receive emails from us in connection with the use or promotion of the Services. YOU MUST PROVIDE TO REPUBLICAN SINGLES AN ACTIVE AND VALID EMAIL ADDRESS. If your email address becomes inactive and we begin to receive returned emails from your account, your account may be suspended until you provide us with a valid email address. You also understand and agree that if you post any content, information or material of a personal or private nature in your profile or in any public areas of REPUBLICAN SINGLES, or provide or post any content or information to REPUBLICAN SINGLES which is intended to be shared with other users, such content, information and materials will be shared with others accordingly, and you hereby consent to such sharing. You understand and agree that by using the Services you consent to the collection, use and disclosure of your personally identifiable information and aggregate data as set forth in our [Privacy Policy](#), and to have your personally identifiable information collected, used, disclosed, transferred to and processed in the United States or any other country in which we process your data or make the Services available.

## 7. **REPEAT INFRINGER POLICY**

Should you become aware of any violation of any intellectual property laws (in particular in respect of User Content) you should

report it to us by emailing us at [termsofuse@republicansingles.com](mailto:termsofuse@republicansingles.com). You should include your name and address, details of the content in question, including its location, and details of the illegal or unlawful nature of the content or the activity.

REPUBLICAN SINGLES, in appropriate circumstances and in its sole discretion, reserves the right to terminate users who are deemed to be repeat infringers. REPUBLICAN SINGLES, in appropriate circumstances and in its sole discretion, may also limit access to the Services and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

#### **8. INTELLECTUAL PROPERTY RIGHTS AND LIMITED LICENSE**

Except for your User Content, the Service and all materials therein or transferred thereby, including and without limitation, data, information, software, images, photos, music, audios, videos, text, illustrations, designs, REPUBLICAN SINGLES copyrights, logos, service marks, trademarks, patents, other files and the arrangement thereof and User Content belonging to other users (collectively, the "Proprietary Materials"), and all intellectual property rights related thereto, are the exclusive and sole property of REPUBLICAN SINGLES and its licensors (including other users who post User Content to the Service). Nothing in this Agreement shall be deemed to create a license in or under any such intellectual property rights of REPUBLICAN SINGLES, except as explicitly provided herein

You are granted a limited, non-sublicensable license to access and use the Services, subject to the terms and conditions of this Agreement. You understand and agree that you will not (i) modify,

copy, adapt, publish, transmit, translate, perform, sublicense, distribute, display, decipher, decompile, reverse engineer, sell, or otherwise disassemble any portion of the Proprietary Materials or the Services or cause others to do so; (ii) "mirror" or "frame" or any part of the Services, without the prior written authorization of REPUBLICAN SINGLES; (iii) use source code, meta tags or other devices containing any reference to REPUBLICAN SINGLES or the Services in order to direct any person to any other website for any purpose; (iv) resell or make any commercial use of the Services; (v) use any robots, data mining, or other similar data extraction or gathering methods or otherwise extract, gather, or collect any data, pictures, descriptions or other content from the Services; (vi) manipulate identifiers or otherwise forge headers in order to disguise the origin of any information transmitted through the Services; (vii) use any automated processes or methods to access the Services or to create user accounts or (viii) use the Services or the Proprietary Materials in any way other than for their intended purpose. Any use of the Services or the Proprietary Materials in any way other than as expressly authorized within this Agreement, without the prior written consent of REPUBLICAN SINGLES, is strictly prohibited and will violate and terminate the license granted herein. Such unauthorized use may also violate certain applicable laws, including and without limitation trademark and copyright laws and applicable communications statutes and regulations. Nothing in this Agreement shall be construed as conferring any license to intellectual property rights, whether by implication, estoppel or otherwise, unless explicitly stated herein. REPUBLICAN SINGLES reserves all rights not expressly granted herein in the Services and the Proprietary Materials. This license is revocable at any time.

#### 9. **COPYRIGHT POLICY**

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES,

INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

If you are a copyright owner or an agent thereof and believe that anything on the Services infringes upon your copyrights, you may submit a notification of infringement pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information: (i) a physical or an electronic signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of where the material that you claim is infringing is located on our Services (please include full URLs and screenshots if possible to help us identify the material); (iv) your address, email address, and telephone number; (v) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (vi) a statement made by you, under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are otherwise authorized to act on the copyright owner's behalf. REPUBLICAN SINGLES's designated Copyright Agent to receive notifications of claimed infringement is:

REPUBLICAN SINGLES, LLC

Attn: Copyright Agent

PO BOX 6115

La Quinta, CA 92248

[copyright@republicansingles.com](mailto:copyright@republicansingles.com) (only DMCA notices will be accepted at this email address; all other inquiries or requests will be discarded).

Please note that this procedure is exclusively for notifying REPUBLICAN SINGLES and its affiliates that your copyrighted material has been infringed. The preceding

requirements are intended to comply with REPUBLICAN SINGLES's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws

#### 10. **TRADEMARKS**

"REPUBLICAN SINGLES," REPUBLICAN SINGLES's logos and any other trade name or slogan contained in the Services are trademarks or service marks of REPUBLICAN SINGLES, its partners or its licensors and may not be imitated, copied, or used, in part or in whole, without the prior written permission of REPUBLICAN SINGLES or the applicable trademark holder. In addition, the look and feel of the Services, including all scripts, images, photos, custom graphics, page headers, button icons are the service mark, trademark and/or trade dress of REPUBLICAN SINGLES and may not be imitated, copied or used, in part or in whole, without our prior written permission. All other trademarks, registered trademarks, service marks, product names, and company names or logos mentioned in the Services are the property of their respective owners. Reference to any services, products, processes or other information, by trade name, trademark, service mark, supplier, supplier or otherwise does not constitute or imply recommendation, endorsement, or sponsorship thereof by us.

#### 11. **HYPERLINKS**

You are granted a limited, non-exclusive, and freely revocable right to create a text hyperlink to the REPUBLICAN SINGLES websites for noncommercial purposes, provided such link does not portray REPUBLICAN SINGLES or its Services in a false, misleading,

defamatory or otherwise derogatory manner and further provided that the linking site does not contain any illegal material, adult content, is not directed at children and does not contain any material that is harassing, objectionable, or otherwise offensive. This limited right may be revoked at any time. You may not use REPUBLICAN SINGLES's logo or proprietary graphics to link to any REPUBLICAN SINGLES Service without our express, prior, written permission. Further, you may not use, frame or utilize framing techniques to enclose any REPUBLICAN SINGLES logo, service mark, trademark, or other proprietary information, including the images and photos found in the Services, the layout/design of any page or form, or the content of any text contained in the Services without REPUBLICAN SINGLES's express, written, prior consent. You understand and agree that you are not conveyed any right or license by implication, estoppel or otherwise in or under any trademark, service mark, patent, copyright or proprietary right of REPUBLICAN SINGLES or any third-party, except as noted herein.

REPUBLICAN SINGLES makes no claim or representation regarding, and accepts no responsibility for, the content, nature, reliability, or quality of third-party websites accessible from the Services by hyperlink. REPUBLICAN SINGLES is not under control of such sites, and REPUBLICAN SINGLES is not responsible for the content of any linked site or any link contained in a linked site, or any review, updates, or changes to such sites. REPUBLICAN SINGLES provides these links to you only as a convenience, and the inclusion of any link does not imply endorsement, adoption or affiliation by REPUBLICAN SINGLES of any site or any information contained therein. When you leave the Services, you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies of any site to which you navigate from the Services, including privacy and data gathering practices. You understand and agree that you access any such third-party sites and services at your own risk.

## 12. **THIRD-PARTY CONTENT**

REPUBLICAN SINGLES provide links to web pages and content of third parties and may provide third-party content on the Services (collectively, the "Third-Party Content") as a service to users who are interested in the information provided by or the services offered by third parties. REPUBLICAN SINGLES does not control, endorse, adopt, or affiliate with any Third-Party Content and makes no warranties or representations of any kind regarding the Third-Party Content, including and without limitation regarding its completeness and accuracy. You understand and agree that REPUBLICAN SINGLES is not liable or responsible in any manner for any Third-Party Content and undertakes no liability or responsibility to review, correct, or update any Third-Party Content. You use such Third-Party Content contained therein at your own risk.

### **13. ADVERTISERS AND OTHER THIRD PARTIES**

The Services may contain advertisements and promotions from third parties or may otherwise provide information about or links to Third-Party products or services. You acknowledge and agree that your dealings, interactions, or correspondence with, or participation in promotions of, such third parties, and any terms, conditions, representations, or guarantees, or warranties associated with such dealings or promotions, are solely between you and such Third-Party(s). REPUBLICAN SINGLES does not endorse and is not responsible for, any content, features, products, services, advertising, or other materials on or available from Third-Party sites. You acknowledge and agree that REPUBLICAN SINGLES shall not be made liable or responsible, directly or indirectly, for any damage or loss of any kind incurred, resulting from such dealings or resulting from the presence of such third-party(s) or third-party information on the Services.

#### 14. **FREE TRIALS AND PROMOTIONS**

We may offer free trials or other promotions from time to time (a "Promotion"). For example, we may offer promotions that provide free subscriber-level access to the Services for a certain period of time. YOU MUST CANCEL YOUR SUBSCRIPTION (IN ACCORDANCE WITH SECTION 18(g) BELOW) BEFORE THE END OF THE PROMOTION PERIOD IN ORDER TO AVOID BEING AUTOMATICALLY CHARGED FOR SUBSCRIPTION FEES. As another example, we may provide you with our virtual currency free of charge. Any such virtual currency is subject to the terms of our [Virtual Goods and Currency Terms of Use](#). Additional Terms applicable to any Promotions may be provided.

#### 15. **DOWNLOADABLE APPLICATIONS**

By using any downloadable application to enable your use of the Services, you are expressly confirming your acceptance of the terms and conditions of this Agreement, as well as any End User License Agreement ('EULA'), or similar agreement, associated with the application provided at download or installation, or as may be updated from time to time.

#### 16. **MOBILE SERVICES**

You may access and use certain features of the Services using certain mobile devices (the "Mobile Services"). Your access and use of the Mobile Services is subject to the terms and conditions of this Agreement, including and without limitation, the terms and conditions regarding the use and submission of User Content, [Virtual Goods and Currency Terms of Use](#), as well as any



Additional Terms and Conditions presented to you for your acceptance when you sign up to use, or log in to use our Mobile Services.

Additionally, you acknowledge and agree that by accessing or using the Mobile Services, your carrier's normal rates and fees, such as standard text and data rates, still apply and that you are solely responsible for the payment of those rates and fees.

## 17. **MOBILE SOFTWARE**

**Mobile Software.** We may make available software to access the Services via a mobile or tablet device ("Mobile Software"). Mobile Software also includes any upgrades, updates, improvements, enhancements, features or other new functionality to the Mobile Software and any on-line, help files, read me files, or any other related informative or explanatory materials relating to the Mobile Software. To use the Mobile Software, you must have a device that is compatible with the Mobile Software. REPUBLICAN SINGLES does not warrant or guarantee that the Mobile Software will be compatible with your device. REPUBLICAN SINGLES hereby grants you a non-transferable, non-exclusive, revocable license to use a compiled code copy of the Mobile Software for one REPUBLICAN SINGLES account on one device owned or leased solely by you, for your personal use only. You may not: (i) decompile, disassemble, modify, or reverse engineer the Mobile Software, except to the extent that such restriction is expressly prohibited by law; (ii) lease, loan, rent, resell, sublicense, transfer or otherwise distribute the Mobile Software to any Third-Party or use the Mobile Software to provide time sharing or similar services for any Third-Party; (iii) duplicate or make any copies of the Mobile Software; (iv) disable, damage, circumvent, remove, or otherwise interfere with security-related features of the Mobile Software, features that restrict or prevent use or copying of any

content accessible through the Mobile Software, or features that enforce limitations on use of the Mobile Software; (v) delete the copyright or other proprietary rights notices on the Mobile Software; (vi) disable, block, or otherwise affect any advertisement, advertising banner window, links to other sites and services, or other features that constitute an integral part of the Mobile Software; (vii) use the Mobile Software on any device that you do not own or control for personal purposes only; or (viii) make the Mobile Software available or distribute over a network where it could be used by multiple devices at the same time or for purposes designated other than personal. You agree to use your best efforts to prevent and protect the contents of the Mobile Software from unauthorized use or disclosure. You acknowledge that REPUBLICAN SINGLES may from time to time issue upgraded versions of the Mobile Software, and may automatically electronically upgrade the version of the Mobile Software that you are using on your device. You consent to such automatic upgrading on your device, and agree that the terms and conditions of this Agreement will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile Software is covered by the applicable open source or third-party EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Software or any copy thereof, and REPUBLICAN SINGLES or its third-party partners or suppliers retain all right, title, and interest in the Mobile Software (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void. REPUBLICAN SINGLES reserves all rights not expressly granted under this Agreement. Additional terms to those contained in this Section 17 may be contained in an EULA associated with any Mobile Software. Please see the applicable EULA for more information.

**Mobile Software from the App Store or iTunes Store.** The following applies to any Mobile Software you acquire or download from the App Store or the iTunes Store provided by Apple ("App Store-Sourced Software"): You acknowledge and agree that this Agreement is solely between you and REPUBLICAN SINGLES, not

you and Apple, and that Apple has no responsibility for the App Store-Sourced Software or content thereof. Your use of the App Store-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any support or maintenance services with respect to the App Store-Sourced Software. In the event of any failure of the App Store-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store-Sourced Software, and any other claims, liabilities, damages, losses, costs or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement and any law applicable to REPUBLICAN SINGLES as provider of the App Store-Sourced Software. You acknowledge and agree that Apple is not responsible for addressing any claims of you or any third-party relating to the App Store-Sourced Software or your possession and/or use of the App Store-Sourced Software, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by this Agreement and any law applicable to REPUBLICAN SINGLES as provider of the App Store-Sourced Software. You acknowledge and agree that, in the event of any third-party claim that the App Store-Sourced Software or your possession and use of that App Store-Sourced Software infringes that third-party's intellectual property rights, REPUBLICAN SINGLES, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement. You and REPUBLICAN SINGLES acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement as relates to your license of the App Store-Sourced Software, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as relates to your license of the App Store-Sourced Software against you as a Third-Party beneficiary thereof. Without

limiting any other terms of this Agreement, you must comply with all applicable third-party terms of agreement when using App Store-Sourced Software.

**No Support.** This Agreement does not entitle you to receive from REPUBLICAN SINGLES, its licensors, or Apple, any support, assistance, maintenance, updates, enhancements, or any hard-copy documentation relating to the Mobile Software.

**U.S. Government End Users.** The Mobile Software was developed by private financing and constitutes a "Commercial Item," as that term is defined at 48 C.F.R. §2.101. The Mobile Software consists of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212. Consistent with 48 C.F.R. §12.212 and 48 C.F.R. §227.7202-1 through 227.7202-4, all U.S. Government end users acquire only those rights in the Mobile Software that are expressly provided by this Agreement. Consistent with 48 C.F.R. §12.211, all U.S. Government end users acquire only technical data and the rights in that data as expressly provided in this Agreement. Any performance, use, reproduction, display, release, or disclosure of the Mobile Software by the U.S. Government will be governed solely by this Agreement and is prohibited except to the extent expressly permitted by the terms of this Agreement.

**Export Controls.** The Mobile Software and the underlying information and technology may not be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) any country that is subject to a U.S. Government embargo or has been designated by the U.S. Government as a "terrorist supporting" country; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Software and/or Documentation, you are agreeing to the foregoing and you

represent and warrant that you (a) are not located in, under the control of, or a national or resident of any such country or on any such list, (b) are not listed on any U.S. Government list of prohibited or restricted parties, and (c) you agree to comply with all United States and foreign laws related to use of the Mobile Software and other REPUBLICAN SINGLES Services.

**Users Outside the U.S.** If you are using the Mobile Software outside the U.S.A., then the following shall apply: (a) you confirm that this Agreement and all related documentation is and will be in the English language, and (b) you are responsible for complying with any local laws in your jurisdiction which might impact your right to import, export or use the Mobile Software or any services accessed or used in connection with the Mobile Software, and you represent that you have complied with any regulations or registration procedures required by applicable law to make this license enforceable.

**Injunctive Relief.** You acknowledge and agree that your threatened or actual breach of this Section 17 shall cause REPUBLICAN SINGLES irreparable damage for which recovery of money damages would be inadequate and that REPUBLICAN SINGLES therefore may seek timely injunctive relief to protect its rights under this Agreement in addition to any and all other remedies available at law or in equity.

## 18. **PAID SERVICES**

Should you purchase any Services that we offer for a fee (the "Paid Services"), such as a subscription to our Services or virtual coins or credits (as described below), you thereby authorize REPUBLICAN SINGLES and our designated payment processors to store your

payment information and all other related information. You also agree to pay the applicable fees for the Paid Services (including and without limitation periodic fees for ongoing subscriptions (the "Subscription Fees") as set forth on the Services) as they become due, plus all related taxes (including and without limitation, use and sales taxes, duties or other governmental taxes or fees), and to reimburse us for all collection costs and interest for any overdue amounts. All fees and charges are nonrefundable and there are no refunds or credits for any partially used Paid Services (including partially used subscription periods) except (i) as expressly set forth in this Agreement, (ii) as otherwise required by applicable law and (iii) at REPUBLICAN SINGLES's sole and absolute discretion. Fees for the Paid Services may be payable in advance, in arrears, per usage or as otherwise described when you initially purchase the Paid Services. All prices for Paid Services are subject to change without notice (except as otherwise described in this Section 18).

**Current Information Required.** You agree to provide accurate, current, and complete billing information and agree to promptly update all such information (such as changes in credit card number, credit card expiration date, billing address, or) as necessary for the processing of all payments that are due to REPUBLICAN SINGLES. You agree to promptly notify REPUBLICAN SINGLES if you become aware of a potential breach of security related to your Payment Method or if your Payment Method is canceled (for example, due to loss or theft). You acknowledge and agree that your current Payment Method may continue to be charged for Paid Services and you remain responsible for all such charges If you fail to provide any of the foregoing information.

**Payment Method.** From time to time REPUBLICAN SINGLES may offer various payment methods, including and without limitation payment by debit card, by credit card, by check or electronic check, by using PayPal, or through certain mobile payment providers. You authorize REPUBLICAN SINGLES to charge you for Paid Services through any payment method(s) you select when purchasing the

Paid Services (the "Payment Method") and you agree to make payment using such Payment Method(s) (we may, from time to time, receive and use updated payment method information provided by you or that financial institutions or payment processors may provide to us, to update information related to your Payment Method(s), such as updated expiration dates or account numbers). Certain Payment Methods, such as debit cards and credit cards, may involve agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Methods (the "Payment Method Provider"). If we do not receive payment from your Payment Method Provider, you agree to directly pay all amounts due upon demand from us. Your non-termination or continued use of the Paid Services reaffirms that we are authorized to charge your Payment Method. REPUBLICAN SINGLES's Paid Services may also be purchased through your accounts with certain third-parties, such as your Google Play account, Apple iTunes account, your or your Amazon account (a "Third-Party Account"). If you purchase any Paid Services through a Third-Party Account, billing for these Paid Services will appear through your Third-Party Account. You should review the Third-Party Account's terms and conditions, which we do not control.

**Automatic Renewal of Subscriptions.** IF YOU PAY FOR A SUBSCRIPTION BY DEBIT CARD OR CREDIT (OR OTHER PAYMENT METHOD IDENTIFIED ON OUR SERVICES OR A SOCIAL NETWORKING SITE AS INVOLVING AN AUTOMATICALLY RENEWING SUBSCRIPTION) AND YOU DO NOT CANCEL YOUR SUBSCRIPTION AS SET FORTH IN SECTION 18(g) BELOW PRIOR TO THE END OF THE SUBSCRIPTION TERM, YOUR SUBSCRIPTION WILL BE AUTOMATICALLY EXTENDED AT THE END OF EACH TERM FOR SUCCESSIVE RENEWAL PERIODS OF THE SAME DURATION AS THE SUBSCRIPTION TERM ORIGINALLY SELECTED (FOR EXAMPLE, UNLESS YOU CANCEL, A ONE MONTH SUBSCRIPTION WILL AUTOMATICALLY RENEW ON A MONTHLY BASIS, A SIX MONTH SUBSCRIPTION WILL AUTOMATICALLY RENEW ON A SIX MONTH BASIS, AND A TWELVE MONTH SUBSCRIPTION WILL AUTOMATICALLY RENEW ON A TWELVE MONTH BASIS). UNLESS

OTHERWISE INDICATED IN ANY APPLICABLE ADDITIONAL TERMS OR COMMUNICATIONS WE SEND TO YOUR REGISTERED EMAIL ADDRESS, SUCH RENEWAL WILL BE AT THE SAME SUBSCRIPTION FEE AS WHEN YOU FIRST SUBSCRIBED, PLUS ANY APPLICABLE TAXES, UNLESS WE NOTIFY YOU AT LEAST 10 DAYS PRIOR TO THE END OF YOUR CURRENT TERM THAT THE SUBSCRIPTION FEE WILL INCREASE. YOU ACKNOWLEDGE AND AGREE THAT UPON EACH SUCH AUTOMATIC RENEWAL YOUR PAYMENT METHOD WILL BE AUTOMATICALLY CHARGED FOR SUCH SUBSCRIPTION FEES, PLUS ANY APPLICABLE TAXES. YOU ACKNOWLEDGE AND AGREE THAT YOUR SUBSCRIPTION IS SUBJECT TO AUTOMATIC RENEWALS AND YOU CONSENT TO AND ACCEPT RESPONSIBILITY FOR ALL RECURRING CHARGES TO YOUR DEBIT CARD OR CREDIT CARD (OR OTHER PAYMENT METHOD, AS APPLICABLE) BASED ON THIS AUTOMATIC RENEWAL FEATURE, WITHOUT FURTHER AUTHORIZATION FROM YOU, AND WITHOUT FURTHER NOTICE EXCEPT AS REQUIRED BY LAW. YOU FURTHER ACKNOWLEDGE THAT THE AMOUNT OF THE RECURRING CHARGE MAY CHANGE IF THE APPLICABLE TAX RATES CHANGE OR IF YOU ARE NOTIFIED THAT THERE WILL BE AN INCREASE IN THE APPLICABLE SUBSCRIPTION FEES.

**Change in Amount Authorized.** If the total amount to be charged varies from the amount you authorized when purchasing any Paid Services (other than due to the imposition or change in the amount of taxes, including without limitation sales and use taxes, duties or other governmental taxes or fees), REPUBLICAN SINGLES will provide notice of the amount to be charged and the date of the charge at least 10 days before the scheduled date of the transaction. You agree to pay the increased price for the Paid Services if you do not cancel your Paid Services before the increased price goes into effect. You agree that REPUBLICAN SINGLES may accumulate charges incurred and submit them as one or more aggregate charge during or at the end of each billing cycle. REPUBLICAN SINGLES will inform you of any additional charges that are accumulated.



**Grandfather Provision.** If you created your dating profile during our FOUNDER SPECIAL promotional period, beginning August 1, 2018, and ending August 1, 2020, then you will receive a fully-upgraded subscription to the Services for free and will continue to receive such fully-upgraded, free subscription for as long as you remain a subscriber. Should you cancel your subscription, and then choose to subscribe again, you will be required to pay the current price for the subscription level you choose.

**Cancellation of Subscriptions.** TO CANCEL YOUR SUBSCRIPTION AT ANY TIME, OTHER THAN PURSUANT TO SECTION 20, CONTACT [INFO@REPUBLICANSINGLES.COM](mailto:INFO@REPUBLICANSINGLES.COM). PLEASE ALLOW US 24 HOURS TO RESPOND. ALTERNATIVELY, YOU CAN VISIT THE SUBSCRIPTION SETTINGS ON YOUR MOBILE DEVICE AND CANCEL YOUR OWN SUBSCRIPTION, IF YOU SUBSCRIBED THROUGH GOOGLE PAY OR APPLE PAY. IF YOU SUBSCRIBED THROUGH A THIRD-PARTY ACCOUNT, SUCH AS PAYPAL, YOU MAY ALSO CANCEL YOUR SUBSCRIPTION YOURSELF THROUGH THAT THIRD-PARTY AND IN ACCORDANCE WITH THAT THIRD-PARTY'S TERMS AND CONDITIONS. IF YOU CANCEL YOUR SUBSCRIPTION, YOUR SUBSCRIPTION BENEFITS WILL CONTINUE UNTIL THE END OF YOUR THEN CURRENT SUBSCRIPTION TERM, BUT YOUR SUBSCRIPTION WILL NOT BE RENEWED AFTER THAT TERM EXPIRES, OTHER THAN PURSUANT TO SECTION 20. YOU WILL NOT BE ENTITLED TO A PRORATED REFUND OF ANY PORTION OF THE SUBSCRIPTION FEES PAID FOR THE THEN CURRENT SUBSCRIPTION TERM. EXCEPT AS PROVIDED IN SECTION 20 OF THIS AGREEMENT, OR AS REQUIRED BY APPLICABLE LAW.

**Virtual Currency and Virtual Products.** Please see our [Virtual Goods and Currency Terms of Use](#) for additional terms and conditions applicable to the purchase and use of virtual currency and virtual products offered by us. Typically, our virtual currency may be used to purchase certain virtual products or goods and services in

connection with our Services. Any virtual currency you receive at signup or as a promotion from us will be subject to the terms of our [Virtual Goods and Currency Terms of Use](#).

**Incorrect Payments and Errors.** In the event that you submit to us a payment for Paid Services that does not match the price for the Paid Services you selected, REPUBLICAN SINGLES shall have the right, in its sole and absolute discretion, to (1) apply all or some of your payment amount to other similar Paid Services that have a purchase price equal to or less than the amount of your payment (2) apply all or some of the amount of your payment to the purchase of our virtual currency, (3) apply your payment in any combination of the foregoing ways or (4) return or refund the amount of your payment, in part or in full. REPUBLICAN SINGLES reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment.

## 19. **TERMINATION**

This Agreement is effective upon your first use of the Services and shall remain in effect until it is terminated in accordance with the terms of this Agreement, unless otherwise provided

**Termination by Us.** REPUBLICAN SINGLES may suspend, deactivate or terminate your account and your right to use the Services and may block or prevent your access to and use of the Services at any time in its sole discretion, for any reason or no reason, without explanation and without notice (including and without limitation blocking users or Members from certain IP addresses), unless otherwise specified in this Agreement. We also reserve the right to remove or block access to your account information, any User Content or any data from our Services and any other records at any

time and at our sole discretion. In the event that we determine that your access to any of the Services is terminated or suspended for cause, such as due to any breach of this Agreement, flagged conduct or reported content, third-party complaints or the implementation of our repeat infringer policy, you agree that all fees then paid to REPUBLICAN SINGLES by you will be nonrefundable, and all outstanding or pending payments under the terms of your subscription will immediately be due and payable, except as otherwise provided by law. All decisions as to the refundability of the fees are in REPUBLICAN SINGLES's sole discretion. Notwithstanding the foregoing, you may dispute any refunds of fees pursuant to Section 24 of this Agreement.

**Termination by You.** In addition to any right to cancel your subscription pursuant to Section 20, below, you may deactivate, delete, or terminate your account at any time, for any or no reason, by accessing the "Profile Edit" page of your account, or by contacting us as described above. Except as otherwise provided by law or under this Agreement, all outstanding or pending payments under the terms of your subscription will immediately be due and payable, and you will not be entitled to any refund of the fees you have paid to REPUBLICAN SINGLES.

**Survival.** After your account is suspended, deactivated, deleted or terminated, all terms that by their nature may survive termination of this Agreement shall be deemed to survive such termination, including without limitation Sections 22, 23, 24, and 25.

## 20. **CANCELLATION RIGHTS**

In addition to the cancellation procedure set forth in Section 18(d) above, you have the right to cancel your subscription in accordance

with the applicable terms described below for one of the following states, if you are a REPUBLICAN SINGLES subscriber in such state (as determined by the zip code you use at the time of your subscription). The date of your subscription is the date that you sign up for the subscription through our Services. Upon cancellation of your subscription in accordance with this Section 20, your subscription benefits will terminate immediately.

**Arizona.** You have the right to cancel your subscription, without any penalty or obligation, within three business days, excluding Sundays and holidays, following the date you became a subscriber. A signed written notice of cancellation (which includes your REPUBLICAN SINGLES user name and the email address used to register for the Services) must be sent by certified mail to REPUBLICAN SINGLES, LLC., Attn: Refund Request, PO BOX 6115, La Quinta, CA 92248, or personally delivered to our offices at 73373 Country Club Dr, #2713 Palm Desert, CA 92260 . Monies paid pursuant to any subscription for dating services shall be refunded within 30 days of receipt of the notice of cancellation.

**California.** You have the right to cancel your subscription, without any penalty or obligation, at any time until midnight of the third business day after the day on which you subscribe to any Paid Services. To cancel your subscription, mail or deliver a signed and dated notice (which includes your REPUBLICAN SINGLES user name and the email address used to register for the Services) to REPUBLICAN SINGLES, LLC., Attn: Refund Request, PO BOX 6115, La Quinta, CA 92248, or send a telegram which states that you are cancelling your subscription or words of a similar effect. Notice of cancellation if given by mail, is effective when deposited in the mail properly addressed with postage prepaid. All moneys paid pursuant to any subscription for dating services shall be refunded within 10 days of receipt of the notice of cancellation.

**Connecticut.** NOTICE OF CANCELLATION. YOU MAY CANCEL THIS CONTRACT, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS AFTER YOUR RECEIPT OF THIS CONTRACT BY MAILING THIS SIGNED AND DATED NOTICE OF CANCELLATION BY CERTIFIED OR REGISTERED UNITED STATES MAIL TO THE SELLER AT THE FOLLOWING ADDRESS: REPUBLICAN SINGLES, LLC., ATTN: REFUND REQUEST, PO BOX 6115, LA QUINTA, CA 92248. IF YOU CANCEL, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE. INCLUDE YOUR REPUBLICAN SINGLES USER NAME AND THE EMAIL ADDRESS USED TO REGISTER FOR THE SERVICES WITH SUCH NOTICE.

**Illinois.** You have the right to cancel your subscription, without any penalty or obligation, within three business days after the first business day after the date you became a subscriber. A written notice of cancellation (which includes your REPUBLICAN SINGLES user name and the email address used to register for the Services) must be sent by certified or registered mail to REPUBLICAN SINGLES, LLC., Attn: Refund Request, PO BOX 6115, La Quinta, CA 92248. Monies paid pursuant to any subscription for dating services shall be refunded within 30 days of receipt of the notice of cancellation.

**Iowa.** Notice of Cancellation. You have the right to cancel your subscription, without any penalty or obligation, at any time prior to midnight of the third business day after the date you became a subscriber. A signed and dated written notice of cancellation (which includes your REPUBLICAN SINGLES user name and the email address used to register for the Services) must be mailed or delivered to REPUBLICAN SINGLES, LLC., Attn: Refund Request, PO BOX 6115, La Quinta, CA 92248, or send a telegram. Monies paid

pursuant to any subscription for dating services shall be refunded within 10 business days of receipt of the notice of cancellation.

**Minnesota.** MEMBERS' RIGHT TO CANCEL. If you wish to cancel this contract, you may cancel by delivering or mailing a written notice to us. The notice must say that you do not wish to be bound by the contract and must be delivered or mailed before midnight of the third business day after you became a subscriber. The notice must be or mailed to: REPUBLICAN SINGLES, LLC., Attn: Refund Request, PO BOX 6115, La Quinta, CA 92248, or delivered to: REPUBLICAN SINGLES, LLC., Attn: Refund Request, 73373 Country Club Dr, #2713 Palm Desert, CA 92260. If you cancel, we will return, within ten days of the date on which you give notice of cancellation, any payments you have made. Include your REPUBLICAN SINGLES user name and the email address used to register for the Services with such notice.

**New York.** NOTICE OF CANCELLATION. YOU MAY CANCEL THIS CONTRACT, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE (3) BUSINESS DAYS AFTER THE DATE OF THIS CONTRACT BY MAILING THIS SIGNED AND DATED NOTICE OF CANCELLATION BY CERTIFIED OR REGISTERED UNITED STATES MAIL TO THE SELLER AT REPUBLICAN SINGLES, LLC., ATTN: REFUND REQUEST, PO BOX 6115, LA QUINTA, CA 92248. IF YOU CANCEL, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT WILL BE RETURNED WITHIN TEN (10) BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE. INCLUDE YOUR REPUBLICAN SINGLES USER NAME AND THE EMAIL ADDRESS USED TO REGISTER FOR THE SERVICES WITH SUCH NOTICE.

**North Carolina.** NOTICE OF CANCELLATION. You may cancel your subscription at any time prior to midnight of the third business day after the date you became a subscriber. To cancel your subscription, mail a written notice of cancellation (which includes your

REPUBLICAN SINGLES user name and the email address used to register for the Services) to REPUBLICAN SINGLES, LLC., Attn: Refund Request, PO BOX 6115, La Quinta, CA 92248, or deliver a written notice of cancellation (which includes your REPUBLICAN SINGLES user name and the email address used to register for the Services) to REPUBLICAN SINGLES, LLC., Attn: Refund Request, 73373 Country Club Dr, #2713 Palm Desert, CA 92260 no later than midnight of the third business day after the date you became a subscriber. Notice of cancellation, if given by mail, is given when it is deposited in the United States mail properly addressed and postage prepaid. Payments made pursuant to any subscription for dating services shall be refunded within 30 days after the notice of cancellation is given.

**Ohio.** NOTICE OF CANCELLATION. You may cancel your subscription for any reason, without any penalty or obligation, until midnight of the third business day after the date you became a subscriber, or if the Services are not available when you became a subscriber, you may cancel your subscription prior to midnight of the seventh business day after the date on which you receive your first Service. A written notice of cancellation (which includes your REPUBLICAN SINGLES user name and the email address used to register for the Services) must be sent by certified mail, return receipt requested, or delivered to REPUBLICAN SINGLES, LLC., Attn: Refund Request, PO BOX 6115, La Quinta, CA 92248 or send a telegram. Notice of cancellation by certified mail is effective upon the date of post marking. Delivery is effective when delivered to the address above.

**Rhode Island.** NOTICE OF CANCELLATION. You may cancel your subscription at any time prior to midnight of the third business day after you became a subscriber by mailing, by certified or registered United States mail, a signed and dated copy of this Notice of Cancellation at REPUBLICAN SINGLES, LLC., Attn: Refund Request, PO BOX 6115, La Quinta, CA 92248. If you cancel under this provision, any payments made by you will be returned within ten

(10) business days following receipt by the seller of your cancellation notice. Include your REPUBLICAN SINGLES user name and the email address used to register for the Services with such notice.

**Wisconsin.** CANCELLATION AND REFUNDS. RIGHT TO CANCEL. You are permitted to cancel your subscription until midnight of the 3rd day after the date on which you signed the contract. If within this time period you decide you want to cancel this contract, you may do so by notifying REPUBLICAN SINGLES by any writing mailed to REPUBLICAN SINGLES, LLC., Attn: Refund Request, PO BOX 6115, La Quinta, CA 92248, or delivering to REPUBLICAN SINGLES, LLC., Attn: Refund Request, 73373 Country Club Dr, #2713 Palm Desert, CA 92260 within the previously described time period. If you do so cancel, any payments made by you will be refunded within 21 days after notice of cancellation is delivered, and any evidence of any indebtedness executed by you will be canceled by REPUBLICAN SINGLES and arrangements will be made to relieve you of any further obligation to pay the same. Include your REPUBLICAN SINGLES user name and the email address used to register for the Services with such notice.

## 21. **STATE SPECIFIC PROVISIONS**

If you are a REPUBLICAN SINGLES subscriber in one of the following states (as determined by the zip code you use at the time of your subscription), the provision(s) listed below for such state will apply. Unless otherwise stated, you may exercise any rights applicable to you by providing written notice to us (which includes your REPUBLICAN SINGLES user name and the email address used to register for the Services) by mail at REPUBLICAN SINGLES, LLC., Attn: Refund Request, PO BOX 6115, La Quinta, CA 92248.



**California.** The following additional provisions(s) apply if you are a California subscriber (as determined by the zip code you use at the time of your subscription):

If by reason of death or Disability (as defined below) you are unable to receive all services for which you have contracted, you and your estate may elect to be relieved of the obligation to make payments for the Services other than those received before death or the onset of disability. If you have prepaid any amount for Services, so much of the amount prepaid that is allocable to Services that you have not received shall be promptly refunded to you and your representative. "Disability" means a condition which precludes you from physically using the Services specified in the contract during the term of disability and the condition is verified in writing by a physician designated and remunerated by you. The written verification of the physician shall be presented to REPUBLICAN SINGLES. If the physician determines that the duration of the disability will be less than six months, we may extend the term of the contract for a period of six months at no additional charge to you in lieu of cancellation.

You acknowledge that the Services are accessible online and are offered in many locations internationally and that therefore, there is no physical dating service office. Thus, you acknowledge and agree that for purposes of California Civil Code § 1694.3(b), the term "Dating Service Office" shall mean any location where the Services are available. If you relocate your primary residence further than 50 miles from REPUBLICAN SINGLES's Dating Service Office and you are unable to transfer the contract to a comparable facility, you may elect to be relieved of the obligation to make payment for services, other than those received prior to that relocation. Upon such election, if you have prepaid any amount for dating services, so much of the amount prepaid that is allocable to services that you have not received shall be promptly refunded to you If you elect to

be relieved of further obligation pursuant to this subdivision, REPUBLICAN SINGLES may charge you a fee of \$100.00 or, if more than half the life of the contract has expired, a fee of \$50.00, not to exceed the amount of the refund to which you are entitled. Such fee shall be deducted from any refund which REPUBLICAN SINGLES is required to make to you.

**Illinois.** The following additional provision(s) apply if you are an Illinois subscriber (as determined by the zip code you use at the time of your subscription):

You acknowledge that the Services are accessible online and are offered in many locations internationally and that therefore, there is no physical dating service office. Thus, you acknowledge and agree that for purposes of the Illinois Dating Referral Services Act, the location of an "enterprise" shall mean any location where the Services are available. If you relocate your primary residence to a location that is more than 25 miles from where our Services are comparably offered, you may cancel this contract and shall be liable only for that portion of the charges allocable to the time before reasonable evidence of the relocation is presented to REPUBLICAN SINGLES plus a fee equal to the lesser of (1) 10% of the unused balance or (2) \$50. Such fee shall be deducted from any refund which REPUBLICAN SINGLES is required to make to you.

If by reason of death you are unable to receive all services for which you have contracted, your estate may elect to be relieved of the obligation to make payments for the Services other than those received before death. We shall have the right to require and verify reasonable evidence of the death.

**New York.** The following additional provisions(s) apply if you are a New York subscriber (as determined by the zip code you use at the time of your subscription):

If you subscribe for any Paid Services, REPUBLICAN SINGLES will provide a minimum of one match to you each month. In the event we do not provide at least one match for two or more successive months, you shall have the option to cancel this agreement by notifying us in writing at the address stated in this Agreement and to receive a refund of all monies paid pursuant to the cancelled contract; provided, however, that REPUBLICAN SINGLES shall retain as a cancellation fee 15% of the cash price or a pro rata amount for the number of referrals furnished to you, whichever is greater. This shall be your sole remedy for failure to provide the minimum number of referrals.

Except in connection with any merger, sale of company assets, reorganization, financing, change of control or acquisition of all or a portion of REPUBLICAN SINGLES's business by another company or Third-Party or in the event of bankruptcy, REPUBLICAN SINGLES will not without the prior written consent of the purchaser sell, assign or otherwise transfer for business or for any other purpose to any person any information and material of a personal or private nature acquired from a purchaser directly or indirectly including but not limited to answers to tests and questionnaires, photographs or background information. You acknowledge and agree that if you post any information, including photographs, to the Services for posting on your profile or other areas of the Services, such information will be publicly accessible, and you are consenting to the display of such information on the Services.

If you permanently relocate your primary residence further than 50 miles from any area in which REPUBLICAN SINGLES offers the Services, you may elect to terminate your subscription by notifying

us in writing at REPUBLICAN SINGLES, LLC., Attn: Refund Request, PO BOX 6115, La Quinta, CA 92248. Upon such election, your subscription benefits will cease and you will receive a prorated refund of the Subscription Fee paid, less a termination fee of \$50.00, not to exceed the amount of the refund to which you are entitled.

You have the right to place your subscription on hold for a period of up to one year at any time. To do this, you must notify REPUBLICAN SINGLES in writing (which includes your REPUBLICAN SINGLES user name and the email address used to register for the Services) at REPUBLICAN SINGLES, LLC., Attn: Refund Request, PO BOX 6115, La Quinta, CA 92248.

**Ohio.** The following additional provision(s) apply if you are an Ohio subscriber (as determined by the zip code you use at the time of your subscription):

If by reason of death or disability you are unable to receive the benefits from the Services, the contract shall be proportionally divided by all of the days in which the Services were made available to you as part of the contract offering, and you shall be liable for payments only for that portion of the contract that can be attributed to the period prior to your actual death or disability, exclusive of any period of time in which the Services were made available to you free of charge as part of the contract offering, and within 30 days after receiving notice of your death or disability, we shall refund your representative or you the amount paid in excess of the proportional amount. We shall have the right to require and verify reasonable evidence of the death or disability.

If you relocate your residence 25 miles or more from any area in which REPUBLICAN SINGLES offers the Services, you may elect to terminate your subscription by notifying us in writing at REPUBLICAN SINGLES, LLC., Attn: Refund Request, PO BOX 6115, La Quinta, CA 92248 of your intention to relocate and requesting that the contract be terminated. Upon such election, your subscription benefits will cease and you will receive a prorated refund of the Subscription Fee paid.

**22. GOVERNING LAW AND ARBITRATION; WAIVER;  
INDEMNIFICATION**

Our goal is to resolve any disputes amicably and quickly and we encourage you to contact us and explain your complaint as soon as it arises.

**Governing Law.** This Agreement shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. Notwithstanding the preceding sentences with respect to the substantive law, the interpretation and enforcement of, and proceedings pursuant to, Section 24(b) of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16), and we expressly recognize and acknowledge the continuing applicability of our right to contract for binding arbitration and waiver of any right to participate in a class Action or jury trial, as set out in Section 24(b) hereof. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree that any claim or dispute you may have against REPUBLICAN SINGLES must be resolved in a federal or state court located in Riverside County, California, USA or as described in the Arbitration provision below. Both you and REPUBLICAN SINGLES retain the right to seek injunctive or

other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, violation, or misappropriation of copyrights, trademarks, service marks, trade secrets, patents, or other proprietary or intellectual property rights, as set forth in the Arbitration provision below including any provisional relief required to prevent irreparable harm. You agree that the state or federal courts located in Riverside County, California, USA are the exclusive forum for any proceeding to confirm or vacate an arbitration award rendered in accordance with Section 24(b) hereof (or for any proceeding seeking relief in aid of such arbitration) or in the event that the Arbitration provision below is for any reason held to be unenforceable.

**Arbitration.** READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM REPUBLICAN SINGLES. For any dispute with REPUBLICAN SINGLES, you agree to first attempt to resolve the dispute with us informally by contacting us within 30 days of when the dispute first arises at [legal@republicansingles.com](mailto:legal@republicansingles.com). In the unlikely event that REPUBLICAN SINGLES has not been able to informally resolve a dispute it has with you within 60 days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief described in Section 24(a)) arising out of or in connection with or relating to the Services or this Agreement, or the breach or alleged breach thereof, including disputes related to the applicability, enforceability, formation, or interpretation of this agreement to arbitrate (collectively, "Claims"), by binding arbitration by the Judicial Mediation and Arbitration Services ("JAMS") under the JAMS Optional Expedited Procedures then in effect, except as provided herein. JAMS may be contacted at [www.jamsadr.com](http://www.jamsadr.com). You will have the right to participate in the selection of the arbitrator. If the parties are unable to agree on an arbitrator, one may be selected by mutual agreement of the parties or by the procedures provided by JAMS. The arbitrator shall be an attorney licensed to practice in the location where the arbitration proceedings will be conducted or a retired federal or state judicial

officer who presided in the jurisdiction where the arbitration will be conducted, unless the parties agree otherwise. The arbitration will be conducted in Riverside County, California, USA (or the nearest office to Riverside County), unless you request a hearing in your hometown area or you and REPUBLICAN SINGLES agree otherwise. The language to be used in the arbitral proceedings will be English, unless otherwise agreed by the parties. Payment of all filing, administration and arbitrator fees and costs will be governed by JAMS rules, but if you are unable to pay any of them, REPUBLICAN SINGLES will pay them for you. The award rendered by the arbitrator may include your costs of arbitration, your reasonable attorneys' fees and your reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. REPUBLICAN SINGLES will not seek its attorneys' fees or costs in arbitration unless the arbitrator determines your claims or defenses are frivolous. Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of that party's data security, intellectual property rights, or other proprietary rights. You may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. If your claim does not exceed \$10,000, then you may choose whether the arbitration will be conducted solely on the basis of the documents that you and REPUBLICAN SINGLES submit to the arbitrator, through a telephonic hearing, or by an in-person hearing.

**CLASS ACTION AND JURY TRIAL WAIVER.** YOU AND REPUBLICAN SINGLES AGREE THAT ANY AND ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S

CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND REPUBLICAN SINGLES ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING.

**Indemnity.** You agree to defend, indemnify and hold REPUBLICAN SINGLES, its subsidiaries and affiliates, and each of their directors, officers, managers, agents, contractors, partners and employees harmless from any loss, liability, claim, damages, costs, debts, expenses or demand, including reasonable attorney's fees, due to or arising from (i) your use of or access to the Services, including any data or content transmitted or received by you, or your inability to use the Services; (ii) any claim or damages that arise as a result of any of your User Content or any User Content that is submitted via your account (iii) your conduct in connection with the Services or our users, (iv) your violation of any of the terms of this Agreement, including and without limitation your breach of any of the representations and warranties above, (v) your violation of any rights of a Third-Party, including without limitation any right of privacy or intellectual property rights; (vi) any other party's access and use of the Services with your unique username, password or other appropriate security code or (viii) your violation of any applicable laws, rules or regulations.

**Severability.** If any clause within this Section 24 is found to be illegal or unenforceable, that clause will be severed from this section and the remainder of the section will be given full force and effect, except that in the event of unenforceability of the universal Class Action/Jury Trial Waiver, the entire arbitration agreement shall be unenforceable.

## 23. MISCELLANEOUS



This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by REPUBLICAN SINGLES without restriction. Any attempted transfer or assignment in violation hereof shall be null and void. You acknowledge and agree that this Agreement, together with the [Privacy Policy](#) and any Additional Terms, contains the entire agreement between you and REPUBLICAN SINGLES regarding the use of the Services and supersedes all prior agreements and understandings (including and without limitation any prior versions of this Agreement), except to the extent that the parties have entered into a separate written agreement applicable to the Services that expressly governs over this Agreement. If any provision of this Agreement, or any portion thereof, is held illegal, invalid, unenforceable, or, void such provision will be interpreted and changed to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the remaining provisions will continue in full force and effect, except that in the event of unenforceability of the universal Class Action/Jury Trial Waiver, the entire arbitration agreement shall be unenforceable. The failure of REPUBLICAN SINGLES to exercise or enforce any right or provision in this Agreement shall not operate as a waiver of such right or provision. Other than any entities that REPUBLICAN SINGLES owns a 50% or greater interest in, or as otherwise set forth herein, there are no third-party beneficiaries to this Agreement and no Third-Party who is not a party to this Agreement shall have any right to enforce any term of this Agreement. REPUBLICAN SINGLES, LLC is a corporation organized under the laws of the State of California, USA.

#### 24. **DISCLAIMERS**

REPUBLICAN SINGLES PROVIDES THE PROPRIETARY MATERIALS, THE SITES AND THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE

LAW, WE EXPRESSLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER STATUTORY EXPRESS, IMPLIED, OR OTHERWISE WITH RESPECT TO THE SERVICES (INCLUDING ALL PROPRIETARY MATERIALS AND ALL OTHER INFORMATION AND CONTENT CONTAINED THEREIN), INCLUDING ANY IMPLIED WARRANTIES OF ACCURACY, MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

REPUBLICAN SINGLES DOES NOT REPRESENT OR WARRANT THAT (A) YOUR USE OF THE SERVICES WILL BE SECURE, COMPLETE, ALWAYS AVAILABLE, ERROR-FREE, UNINTERRUPTED, OR WILL MEET ALL OF YOUR REQUIREMENTS, (B) THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR (C) ANY DEFECTS IN THE SERVICES WILL BE CORRECTED. REPUBLICAN SINGLES DISCLAIMS LIABILITY FOR, AND NO REPRESENTATION OR WARRANTY IS MADE WITH RESPECT TO, THE AVAILABILITY AND CONNECTIVITY OF THE SERVICES OR THE DELIVERY OF ANY MESSAGES.

REPUBLICAN SINGLES DOES NOT HAVE ANY OBLIGATION SCREEN OR TO VERIFY THE IDENTITY OF THE PERSONS SUBSCRIBING TO OR USING THE SERVICES, NOR DOES IT HAVE ANY OBLIGATION TO MONITOR THE USE OF THE SERVICES BY OTHER USERS OF THE COMMUNITY. THEREFORE, REPUBLICAN SINGLES DISCLAIMS ALL LIABILITY FOR YOUR INTERACTIONS WITH AND THE CONDUCT OF OTHER USERS AND FOR IDENTITY THEFT OR ANY OTHER MISUSE OF YOUR IDENTITY OR INFORMATION.

REPUBLICAN SINGLES DOES NOT: (i) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY OR LIABILITY FOR THE CONDUCT OF ANY USERS OR MEMBERS OR FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY OTHER THAN REPUBLICAN SINGLES, OR (ii). GUARANTEE THE ACCURACY,

COMPLETENESS, OR USEFULNESS OF ANY INFORMATION ON THE SERVICES. UNDER NO CIRCUMSTANCES WILL REPUBLICAN SINGLES BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR HARM OF ANY KIND RESULTING FROM ANY USER CONDUCT OR FROM ANYONE'S RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON THE SERVICES, OR TRANSMITTED TO OR BY ANY USERS.

SOME COUNTRIES AND JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES AND TERMS IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU.

#### **25. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL REPUBLICAN SINGLES, ITS DIRECTORS, MEMBERS, EMPLOYEES, AGENTS OR AFFILIATES BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF DATA, OR LOSS OF PROFITS, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SERVICES, OR THE PROPRIETARY MATERIALS CONTAINED IN OR ACCESSED THROUGH THE SERVICE, INCLUDING AND WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY USER ON ANY INFORMATION OBTAINED FROM REPUBLICAN SINGLES, OR THAT RESULTS FROM INTERRUPTIONS, ERRORS, MISTAKES, OMISSIONS, DEFECTS, VIRUSES, DELETION OF FILES OR EMAIL, OR DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, THEFT, DESTRUCTION, COMMUNICATIONS FAILURE, OR UNAUTHORIZED ACCESS TO REPUBLICAN SINGLES'S RECORDS,

SCRIPTS, DATABASES, PROGRAMS OR SERVICES. UNDER NO CIRCUMSTANCES WILL REPUBLICAN SINGLES'S AGGREGATE LIABILITY, IN ANY FORM OF ACTION WHATSOEVER IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE SERVICES, EXCEED THE GREATER OF (1) THE AGGREGATE AMOUNT OF FEES FOR PAID SERVICES PAID BY YOU DURING THE IMMEDIATELY PRECEDING SIX MONTHS OR (2) \$50.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL REPUBLICAN SINGLES BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, SPECIAL, GENERAL, CONSEQUENTIAL, COMPENSATORY, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SERVICES, INCLUDING AND WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, IDENTITY THEFT AND/OR ANY OTHER DAMAGES RESULTING FROM COMMUNICATIONS, MEETINGS OR OTHER INTERACTIONS WITH OTHER USERS OF THE SERVICES. THIS INCLUDES ANY CLAIMS, DAMAGES OR, LOSSES ARISING FROM THE CONDUCT OF USERS WHO HAVE REGISTERED UNDER FALSE PRETENSES OR WHO ATTEMPT TO DEFRAUD OR HARM YOU.

SOME COUNTRIES AND JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU.