

## Terms of Use

Welcome to *loveorfriends*, operated by LORF S.B. S.R.L. (“us,” “we,” the “Company” or “LORF”).

### 1. Acceptance of Terms of Use Agreement.

By creating a *loveorfriends* account or by using the *loveorfriends* app, whether through a mobile device, mobile application or computer (collectively, the “Service”) you agree to be bound by these Terms of Use, our Privacy Policy and Safety Tips, each of which is incorporated by reference into this Agreement (collectively, this “Agreement”). If you do not accept and agree to be bound by all of the terms of this Agreement, please do not use the Service.

We may make changes to this Agreement and to the Services from time to time. We may do this for a variety of reasons including to reflect changes in or requirements of the law, new features, or changes in business practices. The most recent version of this Agreement will be posted on the Services under Settings and also on *loveorfriends.com*, and you should check regularly for the most recent version. The most recent version is the version that applies. If the changes include material changes that affect your rights or obligations, we will notify you in advance of the changes by reasonable means, which could include notification through the Services or via email. If you continue to use the Services after the changes become effective, then you agree to the revised Agreement.

### 2. Eligibility.

You must be at least 18 years of age to create an account on *loveorfriends* and use the Service. By creating an account and using the Service, you represent and warrant that:

- you can form a binding contract with LORF,
- you are not a person who is barred from using the Service under the laws of Italy or any other applicable jurisdiction
- you will comply with this Agreement and all applicable local, regional, state, national and international laws, rules and regulations, and
- you have never been convicted of an offence punishable by a prison term of at least one year.

### 3. Your Account.

In order to use *loveorfriends*, you may sign in using your Facebook login. If you do so, you authorize us to access and use certain Facebook account information, including but not limited to your public Facebook profile and information about Facebook friends that you share in common with other *loveorfriends* users. For more information regarding the information we collect from you and how we use it, please consult our Privacy Policy. You are responsible for maintaining the confidentiality of the login credentials you use to sign up for *loveorfriends*, and you are solely responsible for all activities that occur under those credentials. If you think someone has gained access to your account, please contact [info@loveorfriends.com](mailto:info@loveorfriends.com) immediately.

### 4. Modification, Suspension and/or Termination of the Services or your Account.

LORF is always striving to improve the Services and bring you additional functionality that you will find engaging and useful. This means we may add new product features or enhancements from time to time as well as remove some features, and if these actions do not materially affect your rights or obligations, we may not notify you before proceeding. We may even suspend the Services entirely, in which case we will notify you in advance unless extenuating circumstances, such as safety or security concerns, prevent us from doing so. You may terminate your account at any time, for any reason, by following the instructions in “Settings” in the Service. LORF may terminate your account at any time without notice if it believes that you have breached the terms of this Agreement. After termination of your account you will no longer be bound by this Agreement except for the provisions in the following sections which will continue to apply to you and LORF: Section 5, Section 6 and Section 11.

## 5. Safety

### 5.1 Your Interactions with Other Users.

*loveorfriends* allows you to invite or be invited by your Facebook friends only by means of 3 types of invitation (“Love or Friends”, “1<sup>st</sup> LorF Game”, “LorF Events”). LORF is not responsible for the conduct of any user on or off the Service. You agree to exercise caution in all interactions with other users, particularly if you decide to communicate off the Service or to meet other users in person. In addition, you agree to review and follow LORF’s Safety Tips, which you may find on *loveorfriends.com*, prior to using the Service.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS. YOU UNDERSTAND THAT LORF DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS ON ITS USERS OR OTHERWISE INQUIRE INTO THE BACKGROUND OF ITS USERS. LORF MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS. LORF RESERVES THE

RIGHT TO CONDUCT ANY CRIMINAL BACKGROUND CHECKS OR OTHER FORMS OF SCREENING AT ANY TIME USING PUBLICLY AVAILABLE RECORDS.

## 5.2 Meeting Points

*loveorfriends* does not provide a booking service. *loveorfriends* allows you to invite one or more friends to a meeting point. *loveorfriends* does not verify that the opening dates and times of meeting places you may choose are compatible with your invitation date and time. You can choose your meeting points using either of two Google Tools: one allows you to select any type of meeting place while the other enables you to choose nearby places for eating and/or drinking which come under the following Google categories: Restaurant, Bar, Cafe and Bakery. Information related to the position of meeting places is provided by Google and is not verified by LORF.

YOU ARE SOLELY RESPONSIBLE FOR CARRYING OUT ANY CHECKS THAT A REASONABLE PERSON MAY DEEM NECESSARY OR PRUDENT BEFORE ATTENDING A MEETING AT ANY LOCATION YOU MAY CHOOSE THROUGH *LOVEORFRIENDS*. LORF IS UNABLE TO OFFER ANY GUARANTEES WHATSOEVER ON THE AVAILABILITY, MERCHANTABILITY, FITNESS FOR PURPOSE, OR QUALITY OF PRODUCTS, SERVICES AND/OR BUSINESS PRACTICES PROVIDED BY THIRD PARTIES THAT ARE AVAILABLE THROUGH *LOVEORFRIENDS*. THEREFORE, LORF CANNOT GUARANTEE THAT YOU AND/OR YOUR INVITEES WILL BE SATISFIED WITH THE PRODUCTS, SERVICES AND/OR BUSINESS PRACTICES ENCOUNTERED AT PLACES FOR EATING AND DRINKING OR AT OTHER MEETING POINTS AVAILABLE THROUGH *LOVEORFRIENDS*.

## 6. Rights LORF Grants You.

LORF grants you a personal, worldwide, royalty-free, non-assignable, non-exclusive, revocable, and non-sub-licensable licence to access and use the Services. This licence is for the sole purpose of allowing you to use and enjoy the Services' benefits as intended by LORF and permitted by this Agreement. Therefore, you agree not to:

- use the Service or any content contained in the Service for any commercial purposes without our written consent;
- copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way any copyrighted material, images, trademarks, trade names, service marks, or other intellectual property, content or proprietary information accessible through the Service without LORF's prior written consent;
- use any robot, bot, spider, crawler, scraper, site search/retrieval application, proxy or other manual or automatic device, method or process to access, retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Service or its contents;
- use the Services in any way that could interfere with, disrupt or negatively affect the Service or the servers or networks connected to the Service;
- upload viruses or other malicious code or otherwise compromise the security of the Services;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted to or through the Service;
- "frame" or "mirror" any part of the Service without LORF's prior written authorization;
- use meta tags or code or other devices containing any reference to LORF or the Service (or any trademark, trade name, service mark, logo or slogan of LORF) to direct any person to any other website for any purpose;
- modify, adapt, sub-license, translate, sell, reverse-engineer, decipher, decompile or otherwise disassemble any portion of the Service, or cause others to do so;
- use or develop any third-party applications that interact with the Services or other users' Content or information without our written consent;
- use, access, or publish the *loveorfriends* application programming interface without our written consent;
- probe, scan or test the vulnerability of our Services or any system or network;
- encourage or promote any activity that violates this Agreement.

The Company may investigate and take any available legal action in response to illegal and/ or unauthorized uses of the Service, including termination of your account.

Any software that we make available to you may automatically download and install upgrades, updates, or other new features. You may be able to adjust these automatic downloads through the settings on your device.

## 7. Rights you Grant LORF.

By creating an account, you grant LORF a worldwide, transferable, sub-licensable, royalty-free, right and licence to host, store, use, copy, display, reproduce, adapt, edit, publish, modify and distribute information that you authorize us to access from Facebook, as well as any information you otherwise make available (collectively, "Post") on the Service or transmit to other users (collectively, "Content"). Our licence to your Content is subject to your rights under applicable law (for example laws regarding personal data protection to

the extent any Content contains personal information as defined by those laws) and is for the limited purpose of operating, developing, providing, and improving the existing Service, and researching and developing new ones. You agree that any Content you place or that you authorize us to place on the Service may be viewed by other users and may be viewed by any person participating in the Service (such as individuals who may receive shared Content from other *loveorfriends* users).

You agree that all information that you submit upon creation of your account, including information submitted from your Facebook account, is accurate and truthful and you have the right to post the Content on the Service and grant the licence to LORF above.

When communicating with our customer care representatives, you agree to observe standards of common courtesy. If in our opinion your behaviour towards any of our customer care representatives or other employees is at any time threatening or offensive, we reserve the right to immediately terminate your account.

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

You agree that LORF may access, preserve and disclose your account information and Content if required to do so by law or in a good-faith belief that such access, preservation or disclosure is reasonably necessary, such as for: (i) compliance with legal process; (ii) enforcement of this Agreement; (iii) responding to claims that any Content violates the rights of third parties; (iv) responding to your customer service requests; or (v) protecting the rights, property or safety of the Company or any other person.

## **8. Community Rules.**

By using the Services, you agree that you will not:

- use the Service for any purpose that is illegal or prohibited by this Agreement;
- impersonate any person or entity without his or her permission;
- bully, stalk, intimidate, harass or defame any person;
- solicit passwords for any purpose, or personal identifying information for commercial or unlawful purposes from other users or disseminate another person's personal information without his or her permission;
- use another user's account;
- create another account without our explicit permission if we have already terminated your account.

LORF reserves the right to investigate your use of the Services and/or terminate your account without a refund of any purchases if you have misused the Service or behaved in a way that LORF regards as inappropriate or unlawful, including actions or communications that occur off the Service but involve users you meet through the Service.

## **9. Disclaimers.**

LORF PROVIDES THE SERVICE ON AN "AS IS" AND "AS AVAILABLE" BASIS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICE (INCLUDING ALL CONTENT CONTAINED THEREIN), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. LORF DOES NOT REPRESENT OR WARRANT THAT (A) THE SERVICE WILL BE UNINTERRUPTED, SECURE OR ERROR FREE, (B) ANY DEFECTS OR ERRORS IN THE SERVICE WILL BE CORRECTED, OR (C) THAT ANY CONTENT OR INFORMATION YOU OBTAIN ON OR THROUGH THE SERVICES WILL BE ACCURATE.

## **10. Limitation of Liability.**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LORF, ITS AFFILIATES, EMPLOYEES, LICENSORS OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (I) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES, (II) THE CONDUCT OR CONTENT OF OTHER USERS OR THIRD PARTIES ON, THROUGH, OR FOLLOWING USE OF THE SERVICES; OR (III) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR CONTENT, EVEN IF LORF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL LORF'S AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS RELATING TO THE SERVICE EXCEED THE AMOUNT PAID, IF ANY, BY YOU TO LORF FOR THE SERVICE WHILE YOU HAVE AN ACCOUNT.

### **11. Governing Law and Forum**

Without prejudice to any other rights available to Users under the terms of national or supranational laws, the Terms of Use and the Safety Tips of *loveorfriends* are subject to and shall be interpreted in accordance with the laws of Italy (with the exclusion of the rules of international private law), including any disputes concerning the existence, validity or effect of the Terms of Use and any other agreement they may refer to (CONSUMER RELATIONS ARE GOVERNED BY THE ROME 1 REGULATION (593/2008) WHICH STATES: (I) THAT IN THE ABSENCE OF CHOICE THE APPLICABLE LAW WILL BE THAT OF THE COUNTRY OF HABITUAL RESIDENCE OF THE CONSUMER; (II) THAT THE CHOICE OF AN APPLICABLE LAW WHICH IS NOT A LAW OF THE COUNTRY OF HABITUAL RESIDENCE OF THE CONSUMER IS APPLICABLE ONLY IF IT DOES NOT DEPRIVE THE CONSUMER OF THE RIGHTS HE/SHE WOULD HAVE ENJOYED ON THE BASIS OF THE LAW THAT WOULD HAVE BEEN APPLICABLE IN THE ABSENCE OF CHOICE AND ALSO OF THE LAWS OF HIS/HER COUNTRY OF RESIDENCE. FURTHERMORE, THE CONSUMER CODE ALSO STATES THAT CLAUSES PERTAINING TO THE CHOICE OF NON-EU LAWS WHICH WOULD DEPRIVE THE CONSUMER OF PROTECTION PROVIDED FOR UNDER DIRECTIVE 93/13/EEC ARE NULL AND VOID).

Without prejudice to any rights available to Users under the terms of national or supranational laws, the Court of Milan shall have sole jurisdiction over any disputes arising in relation to these Terms of Use, the Safety Tips and any other agreement they may refer to.

### **12. Indemnity by You.**

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

### **13. Entire Agreement; Other.**

This Agreement, with the Privacy Policy and the Safety Tips, contains the entire agreement between you and LORF regarding the use of the Service. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. The failure of the Company to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. You agree that your *loveorfriends* account is non-transferable and all of your rights to your account and its Content terminate upon your death. No agency, partnership, joint venture or employment is created as a result of this Agreement and you may not make any representations or bind LORF in any manner.

## Safety Tips

LORF brings people together. User safety is a priority and because you are in control of your *loveorfriends* experience, there are certain steps that you should follow to ensure your safety. Please read the following Safety Tips and related information thoroughly: in the interest of your personal safety and well-being we strongly urge you to follow these guidelines. However, you are always the best judge of your own safety, and these guidelines are not intended to substitute your own judgment.

## Online Behaviour

### Safeguard Your Personal Information

Never give personal information such as your work or home address, social security number, credit card number or bank information to people you don't know or haven't met in person.

Note: LORF will never send you an email asking for username and password information. Any such communication should be reported immediately.

### Be Web Wise

Block and report suspicious users. You can block any suspicious user and report concerns anonymously at any time on LORF.

### Report All Suspicious Behaviour

In addition, please report anyone who violates our terms of use. Examples of terms of use violations include:

- requests for money or donations;
- requests for photographs;
- minors using the platform;
- users sending harassing or offensive messages;
- users behaving inappropriately after meeting in person;
- fraudulent registration or profiles;
- spamming or solicitation.

## Offline Behaviour

### Get to Know the Other Person

Although *loveorfriends* allows you to invite or be invited by your Facebook friends only through 3 types of invitation ("Love or Friends", "1<sup>st</sup> LorF Game", "LorF Events"), LORF recommends that you exercise the utmost caution and we suggest you only interact with people you really know. Do not accept invitations from people you do not know, nor send invitations to people you do not know. You must get to know users online before meeting them in person. Bad actors may hide among your friends. It is in your best interest to make all appropriate enquiries.

### Always Meet and Stay in Public

*loveorfriends* allows you to meet your friends at places for eating and drinking belonging to the following Google categories: Restaurant, Bar, Cafe and Bakery. However, you can also opt for any type of meeting place. Meet for the first time in a public place where other members of the public will be present – never in a private or remote location. Remember that *loveorfriends* does not provide a booking service. Make all the checks (including availability) that you deem necessary or prudent before meeting at one of the places for eating and drinking (or at other meeting points) available through *loveorfriends*.

### Tell Friends and Family Members of Your Plans

Inform a friend or family member of your plans and when and where you're going. Make sure you have your cell phone charged and with you at all times.

### Travel Independently to and from the Meeting

You need to be independent and in full control of your own travel arrangements to and from the location of the meeting, especially if things don't work out as hoped.

## Health

*loveorfriends* welcomes everyone and empowers our community of users to create and cultivate love and friendship.

### Food allergies

Before consuming food ask for the list of ingredients / allergens and check the presence of substances you are allergic to.

### Alcohol consumption

Consumption of alcohol and/or other drugs can impair your judgment and potentially put you in danger. It's important to keep a clear mind and avoid anything that might place you at risk. Be aware that a bad actor might try to take advantage of you by adulterating what you drink with a substance that impairs your physical and/or mental capacities.

Another important aspect of any healthy relationship – whether initiated on *loveorfriends* or otherwise – is ensuring proper sexual health and safety. And as a member of the *loveorfriends* community it is your responsibility to make sure you do the following, if you choose to engage in sexual activity.

**Protect Yourself.**

You and your partner should use proper protection. Condoms and other methods can significantly reduce the risk of contracting or passing on an STI, such as HIV. To be effective, however, protective measures must be used consistently. Please bear in mind that you can still get certain STIs, like herpes or HPV from contact with your partner's skin even when using a condom.

**Be Open and Honest**

It is completely reasonable to have a conversation with your partner regarding sex and sexual contact before actually having it. All issues ranging from the number of partners each of you has had, to the last time each of you was tested for STIs are fair game. Many STIs are curable or treatable. If either you or your partner has an STI that is curable, both of you need to start treatment to avoid becoming re-infected. It is important to be completely honest in these conversations.

**Vaccinate**

The risk of contracting some STIs can be reduced through vaccination. Talk to your doctor or a professional at a sexual health clinic to learn more.

**Know Your Status**

Know your status. Some STIs don't show symptoms. Regular testing is critical for full awareness of your state of health, as well as helping to prevent the spread of STIs. After testing, always ask for a copy of your test results so you are sure of your status. There are many free, quick and confidential testing options - find the best locations near you using Healthvana's free HIV and STD testing locator.

## Summary of Terms

You must read and agree to our **Terms of Use** (the “Agreement”) because it forms the binding contract between you and LORF. However, we’ve provided this short summary for your convenience (with capitalized terms defined in the Agreement).

**Acceptance.** By using the Service, you agree to this Agreement, our **Privacy Policy** and **Safety Tips**, and any terms that apply to in-app purchases you make.

**Eligibility.** You must be at least 18 to use the Service and not prohibited by law from using the Service. You promise to obey the law and confirm that you do not have a conviction for any sexual offence, or a conviction for any offence punishable by a minimum prison term of one year.

**Your Account.** By using Facebook to access *loveorfriends*, you must authorize us to access certain information from Facebook to use *loveorfriends*. You agree to keep your account secure and confidential.

**Modifying the Services; Termination.** We may modify the Services at any time or discontinue them altogether. You can terminate your account in Settings, and we reserve the right to terminate it for you if you violate this Agreement or if we deem your use of the Service to be inappropriate.

**Safety.** LORF is not responsible for the actions of its users or your interactions with them, and we don’t conduct background checks. Be careful and be sure to read and follow our Safety Tips when interacting with people on or off *loveorfriends*.

**Rights.** LORF grants you the right to use our Service as authorized and permitted by this Agreement. See the Agreement for a full list of actions you agree not to take. You grant LORF the right to display your profile and Content for the limited purpose of LORF operating the Service and researching and developing new ones.

**Rules.** See the Agreement for a list of the rules you agree to abide by when you use *loveorfriends*, such as not soliciting money from other users, not harassing other users or using the Service for any illegal purposes.

**Disclaimers.** Our Service is provided “as is,” and we disclaim legal liability for the quality, safety, or reliability of our Service.

**Limitation of Liability.** To the extent allowed by law, we limit our liability to you for certain types of damages for claims relating to your use of the Service, the conduct of other users and unauthorized access or use of your Content. Our aggregate liability will not exceed the fees you pay us.

**Governing Law and Forum.** Without prejudice to any rights available to Users under the terms of national or supranational laws, the Court of Milan shall have sole jurisdiction over any disputes arising in relation to these Terms of Use, the Safety Tips and any other agreement to which they may refer.

**Indemnity.** You agree to indemnify us for actions arising out of your use of the Service, your Content or your violation of this Agreement.

## Contact information

Data owner

LORF S.B. S.R.L. - Via F. FERRUCCI, 2 - 20145 MILANO (Italia)

Owner contact email: [info@loveorfriends.com](mailto:info@loveorfriends.com)

Latest update: June 16, 2018