Terms and conditions of use

# 1. Introduction

1.1 These terms and conditions shall govern your use of our website.

1.2 By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.

1.3 If you register with our website, submit any material to our website or use any of our website services, we will ask you to expressly agree to these terms and conditions.

1.4 You must be at least 18 years of age to use our website; by using our website or agreeing to these terms and conditions, you warrant and represent to us that you are at least 18 years of age.

# 2. Copyright notice

2.1 Copyright (c) 2022 Lomi Dating.

2.2 Subject to the express provisions of these terms and conditions:

(a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and

(b) all the copyright and other intellectual property rights in our website and the material on our website are reserved.

# 3. Permission to use website

3.1 You may:

(a) view pages from our website in a web browser;

(b) download pages from our website for caching in a web browser;

(c) print pages from our website for your own personal and non-commercial use, providing that such printing is not systematic or excessive;

(d) stream audio and video files from our website using the media player on our website; and

(e) use our website services by means of a web browser,

3.2 Except as expressly permitted by Section 3.1 or the other provisions of these terms and conditions, you must not download any material from our website or save any such material to your computer.

3.3 You may only use our website for dating purposes; you must not use our website for any other purposes.

3.4 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.

3.5 Unless you own or control the relevant rights in the material, you must not:

(a) republish material from our website (including republication on another website);

(b) sell, rent or sub-license material from our website;

(c) show any material from our website in public;

(d) exploit material from our website for a commercial purpose; or

(e) redistribute material from our website.

3.6 Notwithstanding Section 3.5, you may redistribute our newsletter in print and electronic form to any person.

3.7 We reserve the right to suspend or restrict access to our website, to areas of our website and/or to functionality upon our website. We may, for example, suspend access to the website during server maintenance or when we update the website. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on the website.

4. Misuse of website

4.1 You must not:

(a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability, accessibility, integrity or security of the website;

(b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;

(c) hack or otherwise tamper with our website;

(d) probe, scan or test the vulnerability of our website without our permission;

(e) circumvent any authentication or security systems or processes on or relating to our website;

(f) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;

(g) impose an unreasonably large load on our website resources (including bandwidth, storage capacity and processing capacity);

(h) decrypt or decipher any communications sent by or to our website without our permission;

(i) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;

(j) access or otherwise interact with our website using any robot, spider or other automated means, except for the purpose of search engine indexing;

(k) use our website except by means of our public interfaces;

(I) violate the directives set out in the robots.txt file for our website;

(m) use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing); or

(n) do anything that interferes with the normal use of our website.

4.2 You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

5. Registration and accounts

5.1 To be eligible for an account on our website under this Section 5, you must be resident or situated in Ethiopia.

5.2 You may register for an account with our website by completing and submitting the account registration form on our website, and clicking on the verification link in the email that the website will send to you.

5.3 You must not allow any other person to use your account to access the website.

5.4 You must notify us in writing immediately if you become aware of any unauthorized use of your account.

5.5 You must not use any other person's account to access the website, unless you have that person's express permission to do so.

6. User login details

6.1 If you register for an account with our website, we will provide you with OR you will be asked to choose a user ID and password.

6.2 Your user ID must not be liable to mislead and must comply with the content rules set out in Section 13; you must not use your account or user ID for or in connection with the impersonation of any person.

6.3 You must keep your password confidential.

6.4 You must notify us in writing immediately if you become aware of any disclosure of your password.

6.5 You are responsible for any activity on our website arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

7. Cancellation and suspension of account

7.1 We may:

(a) edit your account details;

(b) temporarily suspend your account; and/or

(c) cancel your account, at any time in our sole discretion, providing that if we cancel any services you have paid for and you have not breached these terms and conditions, you will be entitled to a refund of any amounts paid to us in respect of those services that were to be provided by us to you after the date of such cancellation; we will give you reasonable written notice of any cancellation under this Section 7.1.

7.2 You may cancel your account on our website using your account control panel on the website. You will not be entitled to any refund if you cancel your account in accordance with this Section 7.2.

8. Dating services

8.1 To become a subscriber to our website services, you must pay the applicable subscription fees during the account registration procedure OR after you have registered for an account with our website. We will send you an acknowledgement of your order. The contract between us for the supply of the website services shall come into force upon the issue of the order acknowledgement.

8.2 You will have the opportunity to identify and correct input errors prior to making your order[ by [describe process]].

8.3 Registered users with appropriate subscriptions will be able to access dating-related services on our website, which may include:

(a) the publication of a personal profile on our website;

(b) access to our searchable database of other users' personal profiles;

(c) live chat with other website users;

(d) private messaging of other website users; and/or

(e) our automated matching services

8.4 We may from time to time vary the benefits associated with a subscription [ [describe circumstances]] by giving you written notice of the variation, providing that, if in our reasonable opinion such a variation results in a substantial loss of value or functionality, you shall have the right to cancel your subscription, and we will refund to you any amounts paid to us in respect of any period of subscription after the date of such cancellation.

8.5 At the end of any period of subscription for which you have paid, and subject to the other provisions of these terms and conditions, your subscription will be automatically renewed and you must pay to us the applicable subscription fees, unless you cancel the subscription using the cancellation facility on our website before the date of renewal.

8.6 Save where expressly requested or permitted by us to do so, you must not add any information to our website that may facilitate direct communications with other users (including without limitation email addresses, postal addresses, instant messaging IDs, telephone numbers, fax numbers, personal website URLs and social networking profile URLs).

8.7 You acknowledge that we cannot be held responsible for the behavior of our users, either on or off the website, and we cannot guarantee that any information provided by a user is true, accurate, complete, current and not misleading; and subject to Section 16.1 you will not hold us liable in respect of any loss or damage arising out of any user behavior or user information.

9. Personal profiles

9.1 All information that you supply as part of a personal profile on the website must be [true, accurate, current, complete and non-misleading]. 9.2 You must keep your personal profile on our website up to date. 9.3 Personal profile information must also comply with the provisions of Section 4 and Section 13.

10. Fees

10.1 The fees in respect of our website services will be as set out on the website from time to time.

10.2 All amounts stated in or in relation to these terms and conditions are, unless the context requires otherwise, stated inclusive of any applicable value added taxes.

10.3 You must pay to us the fees in respect of our website services in advance, in cleared funds, in accordance with any instructions on our website.

10.4 We may vary fees from time to time by posting new fees on our website, but this will not affect fees for services that have been previously paid.

10.5 If you dispute any payment made to us, you must contact us immediately and provide full details of your claim.

10.6 If you make an unjustified credit card, debit card or other charge-back then you will be liable to pay us, within 7 days following the date of our written request:

(a) an amount equal to the amount of the charge-back;

(b) all third-party expenses incurred by us in relation to the charge-back (including charges made by our or your bank or payment processor or card issuer);

(c) an administration fee of ETB 250.00 including VAT; and

(d) all our reasonable costs, losses and expenses incurred in recovering the amounts referred to in this Section 10.6 (including without limitation legal fees and debt collection fees), and for the avoidance of doubt, if you fail to recognize or fail to remember the source of an entry on your card statement or other financial statement, and make a charge-back as a result, this will constitute an unjustified charge-back for the purposes of this Section 10.6.

10.7 If you owe us any amount under or relating to these terms and conditions, we may suspend or withdraw the provision of services to you.

10.8 We may at any time set off any amount that you owe to us against any amount that we owe to you, by sending you written notice of the set-off.

11. Distance contracts: cancellation right

11.1 This Section 11 applies if and only if you offer to contract with us, or contract with us, as a consumer - that is, as an individual acting wholly or mainly outside your trade, business, craft or profession.

11.2 You may withdraw an offer to enter into a contract with us through our website, or cancel a contract entered into with us through our website, at any time within the period:

(a) beginning upon the submission of your offer; and

(b) ending at the end of 14 days after the day on which the contract is entered into, subject to Section 11.3. You do not have to give any reason for your withdrawal or cancellation.

11.3 You agree that we may begin the provision of services before the expiry of the period referred to in Section 11.2, and you acknowledge that, if we do begin the provision of services before the end of that period, then:

(a) if the services are fully performed, you will lose the right to cancel referred to in Section 11.2;

(b) if the services are partially performed at the time of cancellation, you must pay to us an amount proportional to the services supplied or we may deduct such amount from any refund due to you in accordance with this Section 11.

11.4 In order to withdraw an offer to contract or cancel a contract on the basis described in this Section 11, you must inform us of your decision to withdraw or cancel (as the case may be). You may inform us by means of any clear statement setting out the decision. In the case of cancellation, you may inform us using the cancellation form that we will make available to you. To meet the cancellation deadline, it is sufficient for you to send your communication concerning the exercise of the right to cancel before the cancellation period has expired.

11.5 If you withdraw an offer to contract, or cancel a contract, on the basis described in this Section 11, you will receive a full refund of any amount you paid to us in respect of the offer or contract, except as specified in this Section 11.

11.6 We will refund money using the same method used to make the payment, unless you have expressly agreed otherwise. In any case, you will not incur any fees as a result of the refund.

11.7 We will process the refund due to you as a result of a cancellation on the basis described in this Section 11 without undue delay and, in any case, within the period of 14 days after the day on which we are informed of the cancellation.

12. Our rights to use your content

12.1 In these terms and conditions, your content" means all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you submit to us or our website for storage or publication on, processing by, or transmission via, our website.

12.2 You grant to us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media.

12.3 You grant to us the right to sub-license the rights licensed under Section 12.2.