

DatePercent (BETA Version) Terms of Use and End User License Agreement

These Terms of Use and End User License Agreement govern your use of the software application DatePercent (hereinafter: "the Software") and the dating service offered therein (hereinafter: "the Service"). By agreeing to these Terms you also agree to our Privacy Policy. The Software and Service is operated by DatePercent Ltd (hereinafter: DatePercent).

By using the Software and the Service you agree to be bound by these Terms of Use and End User License Agreement, and confirm that you are able to read this Agreement in the English language. In addition, you must be at least 18 years old to use the Software and the Service. By using the Software and the Service you represent that you are over 18 years old.

Description of the Software and the Service

The Service offered by the Software is a dating service which is intended to enable users to meet people who are looking for a lifetime companion or just a date. The Software is an application offered for download, display and use through the Facebook social network website. The Software is an external application intended for use by users of the Facebook social network, and is accessible only to users of Facebook. However, it is not affiliated with or endorsed by Facebook in any manner whatsoever.

Use of the Software and the Service - Main Features

The Software is currently in BETA stage, is constantly evolving, and does not yet include all planned functionalities and features. Following are the main features which are currently available in the Software:

(a) Personal Profiles - Once you download, display or log into the Software, you will be able to create or update your personal Profile (hereinafter: the "Profile"), which shall include your name and other basic details (such as gender, age, photograph, etc.) as you chose while registering to the Service. Your Profile (including all the details included therein) will become publicly available on the internet to all users of the Software and its related services (hereinafter: Users). In addition, the Software shall include a search engine enabling Users to search through all Profiles available through the Software, according to various criteria (including gender, location, name, hobbies, and more).

(b) Communications between Users of the Software - Users will be able to communicate with each other through the Software by various means, including via ready made texts available through the Software for the purpose of sending to other Users..

License and Proprietary Rights

The Software and the Service are protected by copyright laws and applicable international treaties. Subject to the terms of this Agreement, DatePercent hereby grants you a personal, non-exclusive, non-transferable license to use the Software and the Service, subject to the terms and conditions of this Agreement.

Once you upload information on the Software (i.e. create a Profile, a photograph, etc.), you hereby grant DatePercent a non-exclusive license to use the information on the Software and the Service, under the terms and conditions of this Agreement. You hereby declare that you are authorized to upload such information and that the upload of such information is not in breach of any third party rights (including intellectual property rights) or applicable laws.

Except for certain technology and information licensed by DatePercent is the owner of all rights in the Software and the Service. Nothing in this Agreement shall be deemed as a grant of any such rights to you.

For the avoidance of doubt, DatePercent is not affiliated with or endorsed by Facebook in any manner whatsoever, and any and all aspects of the Facebook website are owned by Facebook, Inc.

Payments related to the use of the Software and the Service

At this stage, the use of the Software and the Service is free of charge for all Users.

Your use of the Software and the Service

You may not use the Software and the Service to perform any activity (i) which is in violation of any applicable laws or may be regarded as unlawful, harassing, obscene, infringes another's privacy, or otherwise objectionable (ii) which infringes the rights of third parties or (iii) which is in violation of this Agreement; (iv) which is intended for advertising or soliciting User to buy products or services. Without derogating from the generality of the above, while using the Software and the Service, you may not post information or content which (a) falsely impersonates or otherwise misrepresents your true identity; (b) includes any information (either name, contact details or photo) of another person or entity, unless you were explicitly empowered in writing to do so; (c) is unlawful, libelous, obscene or otherwise objectionable; (d) is false. You hereby declare that any information posted through the Service shall be accurate. In addition, you may not include any contact details (such as phone number, instant messenger name, email address, etc.) in the public part of your Profile.

If you become aware of any information posted on the Site (including Profiles of other Users) which consists of information which does not comply with the above requirements (among others - false identities, libelous information, copyright infringing material, inaccurate information, etc.), we urge you to contact us at support@datepercent.com and advise us accordingly. In approaching us, please take best efforts to provide as much information as you can to enable us to understand the circumstances of the matter and why the information or material complained about is in breach of the terms of this Agreement and/or any applicable law.

You may not use any personally identifiable information disclosed to you by other Users for any purpose, other than for the communications with such Users.

In addition, while using the Software and the Service, you may not use any automatic means (including "spiders", "robots", etc.) in order to "scan" the Software and retrieve the information and Profiles appearing therein.

The Software and the Service are accessible only through the Facebook social network. The Software and the Service comply with Facebook policies regarding external applications offered to its users. Obviously, your use of any of the features of Facebook is subject to Facebook's applicable policies.

Privacy

By using the Software and the Service, you agree to be bound by our Privacy Policy available at <http://www.datepercent.com/web/privacy-policy.htm>, which is incorporated by reference as part of this Agreement.

Acknowledgment regarding use of the Software and the Service and disclaimer of warranties

You acknowledge and agree that:

(a) Some of the features of the Software and the Service incorporate the use of third party technology licensed by DatePercent.

(b) The Software and the Service are provided "as is", without warranty of any kind. DatePercent makes no warranty, express or implied, regarding the Software and the Service, including the accuracy of information appearing therein (including information posted by Users), and disclaims any warranty of merchantability, fitness for a particular purpose and non-infringement. Without limiting the generality of the foregoing, DatePercent explicitly disclaims any warranty with respect to the outcome of advertising Profiles on the Software, and disclaims any warranty for the accuracy of information provided by Users. You also explicitly acknowledge that since the Software and the Service are only at a BETA stage, they are even more exposed to bugs and errors.

(c) Your use of the Software and the Service is at your own risk. You hereby acknowledge that you understand that using a dating service may incur risks, and shall use the Service cautiously.

(d) In order to use the Software and the Service, you must be logged in to your Facebook account. In case you attempt to use the Software or the Service without being logged in to Facebook, the Software will require you to log in to your Facebook account.

(e) DatePercent has no control over the reliability and accuracy of information and material posted by Users through the Service (including information appearing in personal Profiles). DatePercent has no obligation to monitor such content. Nevertheless, in the event that DatePercent learns that such content is violation of any applicable law and/or in violation of the terms of this Agreement, it may immediately take necessary action as it deems fit (including deleting such content from the Service and suspension of your account).

(e) By being a User, you agree to occasionally receive emails from us in connection with your account with us (for instance - messages sent by other Users, announcements of new features of the Service, etc.). You will always be able to be removed from our mailing list in this regard, upon your request, by contacting us at support@datepercent.com.

Some jurisdictions do not allow the exclusion of implied warranties. In such jurisdictions, these warranties shall apply to the maximum extent possible.

Limitation of liability

(a) In addition to express limitations on DatePercent's liability throughout this Agreement, in no event shall DatePercent or its licensee or assignee be liable to any third party for any unavailability or errors related to the use of the Software or the Service. In addition, in no event shall DatePercent or its licensee or assignee be liable to any third party for any indirect, special, incidental or other consequential damages however caused in connection with the use of the Software or the Service, even if DatePercent has been advised of the possibility of such damages.

(b) If, notwithstanding the limitations on liability contained in this Agreement, DatePercent shall be found liable to you in an action related to this Agreement and your use of the Site or the Service, its liability shall not exceed the amount of US\$ 100.

Indemnification

You agree to indemnify, defend and hold harmless DatePercent, its affiliates, officers, employees, consultants and agents, and their successors, from and against any and all liability, damages, or costs (including attorney fees) arising out of or in connection with your use of the Software and the Service or your breach of any of your representations or obligations in this Agreement.

Term and Termination

DatePercent may terminate this Agreement at any time by removing the Software and the Service for all Users. DatePercent may also terminate the Agreement by deleting your Profile, or by deactivating the user name in your possession, in the event that it is required to do so by law or court order, in the event that it becomes aware that you have violated any of the terms of this Agreement, or if there is any other reason which justifies refusing the acceptance of you as a User.

You may also terminate this Agreement by requesting us to delete your account and Profile, and such request shall be handled promptly after it is accepted.

Any provisions relating to indemnification, limitation of liability and disclaimers of any kind shall remain in full force and effect after termination of the Agreement.

Changes to this Agreement

DatePercent may change any of the terms of this Agreement at any time and for any reason. Notice on material changes shall be posted on the Software. You are responsible to periodically check out the Software for any such notices. You agree that your continued use of the Software and the Service will constitute your acceptance of such changes. If you do not agree to such changes, you can always stop using the Software and

the Service and request the removal of your profile by sending an appropriate e-mail to support@datepercent.com.

Governing law and jurisdiction

The Site and Service are operated by DatePercent, an Israeli business. By accessing the Software and by using the Service you agree that all matters relating to your access to or use of the Software and the Service shall be governed by Israeli law. You also agree to submit to the exclusive personal jurisdiction of the competent courts in Tel Aviv, Israel with respect to any matter relating to your access to or use of the Software and the Service, and no other courts or tribunals shall have jurisdiction over such matters.

Miscellaneous

This Agreement constitutes the entire agreement between you and DatePercent in connection with the Site and the Service. If any provision in this Agreement shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be enforced to the maximum extent permissible, and the remainder of the Agreement shall remain in full force and effect. Any failure by DatePercent to enforce or exercise any provision hereunder shall not constitute a waiver of a right or provision. Unless otherwise stated elsewhere in this Agreement, this Agreement cannot be amended or modified unless in a writing instrument executed by an executive of DatePercent. You may not assign or otherwise transfer your rights this Agreement without DatePercent's prior written consent. DatePercent may transfer, assign, sublicense or pledge in any manner whatsoever, any of its rights and obligations under this Agreement to any third party whatsoever, without notice and without the need to receive your consent, in connection with the sale or transfer of substantially all of its assets.

Contact us

If you have any questions relating to this Agreement or need support of any kind in relation to the Site or the Service, you are welcome to contact us with any query at support@datepercent.com and we will do our best to answer you shortly (within no longer than 48 hours). Currently, support is given only to enquiries in English and Hebrew.

LAST UPDATED Tuesday, July 12, 2011