

## **Terms & Conditions**

Last revised on 24/06/2021

Welcome to Aurora Dating.

### **Terms**

The terms ("us", "we", "our" the "company", "community", "service", "app" or "platform" and "Aurora Dating") refer to the company.

The terms ("you") refer to the user and other users.

### **General Overview**

- 1) Users are responsible for all of their own actions and all information they have provided on your profile.
- 2) You must be at least 18 years old to join.
- 3) Users are not signing up to misuse our services for the intention of anti-social behaviour or inflict harm on others through hate crime or groups.
- 4) Users are not to use our service for their own financial gain. This includes business, scamming other users and exploitation of others.
- 5) If you should meet up in person with another user you are responsible for your own actions. We strongly encourage you to read our [Meeting Guidelines](#) page. We cannot be held accountable for your actions or your date/meeting partner's actions both on and off our platform.
- 6) If you recognise another user on our platform who has a criminal record that consists of a crime that involves;
  - a. Rape,
  - b. Murder,
  - c. Child Abuse/Paedophilia,
  - d. Violent Conduct,
  - e. Assault or Sexual Assault.
  - f. Harassment.

It is your responsibility to bring this to our attention for us to deal with in the correct manner of our standards. We do not keep a record of users who have criminal offences prior to them joining our platform. When a report has been made we will do everything within our ability to check if the report made is genuine and accurate. We heavily enforce that users who possess any of the above offences are not permitted

to use our service. When such a report is made and is proved accurate we keep hold of those records for future reference. Our records are strictly confidential, we do understand that some users with such offences can slip through the system and we can only deal with these problems when brought to our attention.

- 7) Copyright and plagiarism of using our service or use of any features, images and names for financial gains are not permitted under any circumstance. Please request permissions from us of content if required for references or other uses.
- 8) T&C's may vary and change due to external enforcements i.e. legal, financial and business reasons. It is our responsibility to inform you (the user) which we will carry out when necessary and present any updates to you for which you can accept.
- 9) Advertisers are responsible for their own content that is shared on the platform. For any issues regarding advertisements please contact Google AdMob and or the advertiser you have an issue with.
- 10) Any disputes between you and our staff or other users must be dealt with in correct procedure and in a respectful manner. Our staff are permitted to refuse to negotiate with you if you make any threats or insults towards them.
- 11) Aurora Dating may terminate your account should you be at fault or fail to correspond with our standards and be in breach of this contract.
- 12) Agreeing to all our additional policies we've set, i.e. [Privacy Policy](#), [Cookie Policy](#), [Ethics Policy](#), [Online Safety](#), and [Meeting Guidelines](#).
- 13) This is a binding contract between you and us. Should you agree, you will be allowed to proceed to use our service freely. Should you fail to agree to the conditions we've set you will not be permitted to continue creating your account.

### **Contents Of This Terms & Conditions**

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### **Terms & Conditions in Detail**

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

By creating an account with us (Aurora Dating), you agree to be bound by;

- i. This Terms & Conditions Contract,
- ii. Our Privacy Policy, Cookie Policy, Ethics Policy, Online Safety and Meeting Guidelines, each of which is referenced and included into this Agreement, and
- iii. Any terms stated and disclosed that are agreed to by you if you, use our products and/or services we offer on the platform (collectively, this "Agreement").

Should you accept and agree to the above of this Agreement and then not follow procedures you have agreed to meaning you breach our standards, please do not use the service.

Should you be found out of breaking the terms and conditions of this binding contract, we reserve the right to terminate your account without notice or warning.

We reserve the right to make changes to this Agreement and to the service we're offering in future, to which extent we will update you on. We can make these changes for various reasons, including to reflect changes in, or for the requirements of legislation, for new features, or changes in business practices. The most recent version of this Agreement will be posted on the service under Terms & Conditions on the website which you can access via your settings menu and you should regularly check for the most recent version. The most recent version is the version that applies to you. 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 service or via email. If you continue to

use the service after the changes become effective, then you agree to the revised Agreement.

## **2. Eligibility.**

In order to join and use our platform, you must be at least 18 years of age to create an account. If you create an account and use our service knowing you are under the age of 18, you are responsible for your own actions to which we cannot be held accountable. By creating an account and using our service, you are agreeing to everything listed in this agreement. Remember that you represent and warrant the following:

- You can form a legally binding contract with Aurora Dating,
- You are not a person who is considered to be banned from using the service, under the laws of the United Kingdom or any other nation under applicable jurisdiction,
- You will comply with this Agreement and all applicable local, state, national and international laws, rules and regulations,
- You haven't been convicted of the following crimes;
  - Rape,
  - Murder,
  - Child Abuse/Paedophilia,
  - Violent Conduct,
  - Assault or Sexual Assault.
  - Harassment.
- You don't have another account with us,
- You aren't serving a suspension under another account you have with us,
- You are genuinely looking to make new connections and not use our platform for any action that is considered illegal or unethical that also breaches our standards under this agreement.

## **3. Your Account.**

In order for you to use Aurora Dating, you may sign in using the manual sign in method or use your Facebook details. If you use the latter, you have authorized us to access and use

certain account information from that platform. This includes but is not limited to your public Facebook profile. As an example of the information we would obtain for this, is the following;

- Your login credentials (email address/mobile phone number and password) (your password will not be visible to us),
- Your name, gender, D.O.B, sexuality and even photographs from your profile pictures folder.

In order to remain genuine and truthful please ensure these details are correct for validation. You can edit some information shortly afterwards if you wish. For more information regarding the information we collect from you and how we use it, please see our [Privacy Policy](#).

For verification purposes please verify with us using your mobile phone where a code will be sent to you for you to enter manually.

You are responsible for maintaining the confidentiality of your login details you use to sign up/in for Aurora Dating, and you are solely responsible for all activities that occur under those given details when logged in. If you think or suspect someone has gained access to your account, please change your login credentials details immediately. If you have seen any evidence of any wrongdoing or illegal activity under your details you must contact us immediately on our [Contact Us](#) page.

### **Video Profile, Photographs & Imagery.**

When creating your video profile or uploading any photographs we strongly advise that when you come to publishing it, please ensure that any private, personal or identifiable property details (anything recognisable such as; your front door, car registration plate or, anything written with any personal details) are not in the background of your photographs or video. Anyone viewing your photos and videos can potentially access vital information that could put you at risk either physically, financially or mentally. Ideally your background should be somewhere public or private where it is unrecognisable. We cannot be held accountable or responsible for any information within your videos or photographs that are leaked to others so we strongly suggest you ensure that you are comfortable with what you are sharing. Having certain information you want to keep private published can cause damage if scammers get their hands on this information. If you are a victim to any scam, threat or criminal act you need to contact the relevant authorities and/or companies and report it.

*I.e. suspicious bank transactions contact your bank, stalker problems the police.*

When it comes to nudity we do not allow nudity on the platform that is public (meaning visible on your profile for others to see). With a matched user when video chatting, we do not limit this but we strongly advise you not to display any nudity to another user. We state this to emphasise that blackmailing can happen anywhere at any time. Also take note that there are applications to record screen activity which is something to consider and be wary of. Should you choose to show any nudity you do so at your own risk for which we can not be held responsible or accountable for if the situation turns for a turn for the worse. If you are to do this please ensure you have gained each other's trust and are comfortable (not forced to). Please note that if a user you have shared any nudity with starts to blackmail you, this is illegal and you must report them to us and the police immediately. We cannot take action ourselves to delete the nude content for you as we do not store video or voice chat information which would mean the "blackmailer" is storing this content on their device. What we do emphasise on is that you must save what information you can from this user, profile, chat and anything else. All this information is evidence and will be vital in investigations that will take place.

Please be cautious about sharing photographs and video profiles containing persons under the age of 18. Persons under the age of 18 are considered vulnerable when it comes to online dating. We do not allow under 18's to join as a user, should you share any images of anyone under the age of 18 you are doing so at your own risk. Either as the responsible and legal parent/guardian it is solely down to your decision, however, if you are neither it is strongly advised you ask the legal parent/guardian for their permission as you could be a sibling, aunt, uncle, cousin, friend etc. Anything you add to your profile is your responsibility and you have therefore published this information making you responsible and accountable. We do not enforce a ban on this matter but we strongly highlight this point for consideration.

### **General Profile**

You are solely responsible with what written information you wish to share on your profile. It is strongly advised you do not place any information you do not wish other members to know (such as financial and some personal information) We will allow contact details such as Instagram usernames or Snapchat to be shared however it is advised (by us) you do not share this information openly. Should you share this information and you receive uninvited messages, threats or other forms of contact

information on your other social media platforms we cannot be held accountable or responsible.

We also have a strong emphasis on any weblinks not to be shared on your public profile. Weblinks can contain bugs, viruses and be links connecting to fake or scamming websites. Any web links shared on your profile will be deleted when reviewed. If you spot a user with a web link on their profile please report it to us for us to investigate and remove.

If your profile is promoting any of the following:

- Fake account of someone made up or someone real but isn't their account,
- Political,
- Hate speech/groups,
- Terror groups,
- Exploitation,
- Prostitution,
- Religious cults,
- Charities & fundraisers,
- Cultural promotion,
- Criminal gangs and,
- Anything else considered illegal, racist or discriminative

You are in immediate breach of this contract and we reserve the right to terminate your account with immediate effect and without notice. We would just like to highlight that you are allowed to state your political beliefs, cultural background and religious beliefs as it is purely information about you should you wish to share it. We only ask that you do not promote your beliefs in an attempt to use our platform for any recruitment, radicalisation or self-promotion purposes.

Whilst we believe in opinionative (in the right form) free speech and equal diversity, this is primarily a dating platform and a place for people to make new friends, relationships and connections, regardless of their religious, political and cultural beliefs/backgrounds. We strive to be an equal and diverse platform and forever doing what we can to tackle issues in the world that are damaging to people's mental health and human rights. For more information on this please see our [Ethics Policy](#).

### **Sending Messages**

We like to ask all of our members to send respectful messages to each other when there's a match through our mixer feature. We cannot be held accountable for the misuse of this service as users are responsible for their own actions on our platform. We strongly advise our users that they follow the correct procedure when unwelcoming, threatening or abusive messages are received. Please see our [Online Safety](#) page for more information on this.

We would just like to add that is thought for consideration, written messages can sometimes be misunderstood or misinterpreted. Should this happen please be respectful and identify with the person what you may not have appreciated a comment used or for further translation. Very often what is written and misunderstood can lead to a negative response. So all we ask is please be respectful and mindful about what is shared. This is why we have the video chatting option which is something we believe works in making truthful and meaningful connections with new people online.

### **Video Chatting**

Video chatting is something we believe strongly in. Again please be respectful of this service and take into account what has been previously mentioned under the video profile and photographs section. The same rules apply in terms of what's in the background, nudity and children.

### **Account Terminations**

Depending on the circumstances of all the above we can terminate your account with immediate effect. All of the points above regarding your account are your entire responsibility. It is solely down to you what you share and how you limit your information. We can only terminate your account immediately if you have created what is considered to us as a "fake account" this includes;

- True age of the user is under the age of 18,
- All information about a user is false
  - Name,
  - Age,
  - Gender,
  - Location, etc..
- Account is representing someone real but is not directly their account,



- Promoting a cult, group, business, political policy, religion, charities, scams and anything considered illegal,

We can also terminate your account if you are found out to be;

- A convicted criminal committing at least one of;
  - Rape,
  - Murder,
  - Child Abuse/Paedophilia,
  - Violent Conduct,
  - Assault or Sexual Assault.
  - Harassment.
- Sending threatening, false and bullying messages to other users.

Whilst we monitor our service as best we can some but not all of the above points are basic grounds for us to terminate immediately, we often rely on the community within the service (our users) to report anything suspicious or with sufficient evidence immediately for us to investigate and take forward. Again we emphasise if any of the above has been directed to you in the form of private messages and is deemed illegal please contact us and your local police force.

#### **4. Modifying the Service and Termination.**

We are always striving to improve and exceed our services, to bring you additional features that you will find exciting, interesting, easy to use and fun. This means we may and will add new products, features or enhancements to our service through time. We also may remove some already existing features if we feel they aren't popular or of any worth on our site. If these actions do not materially affect your rights or obligations, we may not provide you with notice before removal. We may even suspend the service entirely, in which event we will notify you in advance unless it's under extenuating circumstances, such as for safety or security concerns that prevent us from doing so.

If you wish to leave us, you may terminate your account at any time you choose for any reason, by following the instructions in the "Settings" icon menu. Uninstalling the app on your device will not automatically terminate your account, all this does is, it blocks us from sending notifications to you, but you will still receive emails from us with notifications of activities regarding your account.

Aurora Dating may terminate your account at any time without notice if we believe that you have violated this agreement through our own monitoring process or through reports from other users if proven accurate. We are also entitled to terminate your account if you are not regularly active for a certain duration, the time frame for this will vary.

Upon such termination you will no longer be able to log in to your account or create another account using the same details. After your account has been terminated, this agreement will self-terminate, except that the following provisions will still apply to you and Aurora Dating: Section 4, Section 5, and Sections 12 through 19.

Immediate termination of your account can only be processed if we have sufficient evidence to do so. However should there be some breach in the agreement that is considered minor we will issue a warning or a first strike lasting for 4 weeks, a second strike within this period will result in immediate termination. Per annum we allow 3 strikes, so should a third strike be issued within a year your account will be terminated.

Should we have sufficient evidence of a serious breach caused by you in this agreement we reserve the right to terminate your account immediately, without warning. We also reserve the right to report any illegal content we find or is reported to us by another user, directly to the relevant authorities, i.e. the police. Should we do any of the above it will result in sharing some data with the relevant authorities and by agreeing to this agreement you agree that we reserve the right to do so. To see our privacy agreement please visit our [Privacy Policy](#) page.

## **5. Safety; Your Interactions with Other Members.**

Though we strive to encourage a respectful member experience through our exciting and interesting features, we are not responsible for the conduct of any member both on and off the service. You automatically agree to use caution in all interactions with other members, particularly if you decide to communicate off the service (by using another service) or meet in person. In addition, you agree to review and follow our [Meeting Guidelines](#) prior to using the service. We have developed this service to be as safe as possible, an online dating platform can be, in particular with our “video chat” feature, as well as our high standards within the service we work hard to maintain.

We also strongly advise that you do not share any information that you do not wish others to see, gain access to or communicate to, such as financial details (bank cards, cash, PayPal,

cheques, or any other means) or other contact information such as your home address, work address, phone number and any other social media accounts. We state “advise” as we are not in control of your actions, so if you decide to share certain information it is at your own risk for which we cannot be held accountable. But as part of this agreement you are agreeing that you have read and understood this document with a strong emphasis on what we have given advice on.

Should you provide any financial information to another user and discover that you have lost money, we are not responsible for issuing any refunds nor are we responsible for contacting/reporting to the relevant authorities of your loss. Should you also be receiving unwanted contact from another user you have given contact details to, we are not responsible for this and cannot make any claims for damages, we are also not responsible for contacting/reporting to the relevant authorities of unwanted contact. In full we are not responsible for any unwelcome or unwanted exchanges between our users. If you do not wish to have any contact with any user you simply have to ignore/block them on any/every social media account or device you are communicating with them on.

In addition to this, any user/account posing as us, a member of our staff, or the company, will not at any point ask for money, contact details (apart from what’s needed to sign up) and personal information you’re not comfortable sharing. If this happens please report it to us immediately to investigate. At some point in future we plan to offer an account upgrade for users to have the option to purchase a monthly subscription with some added benefits. This will be optional and is not enforced. The process for this will not be through the messages feature (meaning no other user can send you a message as it will be fake). What we will do is notify you by sending an automatic notification and email and/or sms. An account upgrade with it’s added benefits is guaranteed to be optional not compulsory.

You are solely responsible for your interactions with other members.

- You understand that Aurora Dating does not conduct criminal background checks on its members or otherwise inquire into the background of its members unless a report is made for us to clarify justification as we wish our members to be safe.
- Aurora Dating makes no representations or warranties for the conduct of members.

You will notice on our platform that there will be some profiles that appear fake. Please note that these profiles are what we call “dummy profiles”. These profiles are not operated by

anyone and are simply on the app for usage flow and marketing purposes. Any other profiles that appear fake and should you receive any communications from will not be us and will be a scammer or “catfish” please inform us immediately of this so we can deal with the problem quickly.

## **6. Rights Aurora Dating grants you.**

Aurora Dating grants you a personal, worldwide, royalty-free, non-assignable, nonexclusive, revocable and non-sub licensable license to access and use the service we offer. The only purpose of this license is to let you use and enjoy the service’s benefits as intended by Aurora Dating and permitted by this Agreement. By doing this you therefore agree not to do the following:

- Use the service or any content contained within the service for any commercial purposes without our written consent.
- Use, copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way, any material, images, trademarks, trade names, service marks, or other intellectual property, content or proprietary information accessible through the service without Aurora Dating’s prior written consent.
- Express and/or imply that any statements you make are endorsed by Aurora Dating.
- Use any form of technical or coded robot, bot, spider, crawler, scraper, site search/retrieval application, proxy or other manual or any automatic device, method or process, to access, retrieve, index, “data mine”, any information or, in any way, “shape or form” reproduce or circumvent the navigational structures or presentation of the service or its contents. Relatively, also not to corrupt the service or any information contained.
- Use any form of (as listed above) that could interfere with, disrupt and/or negatively affect the service or the servers or networks connected to the service.
- Upload viruses or other any other malicious code or otherwise compromise the security of the service.
- Forge information, headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted to or through the service.
- “Frame”, “mirror” or “manipulate” any part of the Service without Aurora Dating’s prior written authorization.
- Use meta tags, codes or other devices containing any reference to Aurora Dating or the service (or any trademark, trade name, service mark, logo slogan or any content

in the service or of possession to Aurora Dating), to direct any person to any other website for any purpose.

- To modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile, decode or otherwise disassemble any portion of the service, or cause others to do this.
- Use or develop any third-party applications that interact with the service or other members' content or information without our written consent.
- Use, access, or publish Aurora Dating's programming interface without our written consent.
- Probe, scan or test the vulnerability of our service or any system or network associated with us.
- Encourage or promote any unauthorised activity that violates this Agreement.

Aurora Dating have a responsibility to ensure the safety and security of information of our users and are authorised to investigate matters without obstructing users activity, unless absolutely necessary, and furthermore (should it be required) take any available legal action in response to any illegal and/ or unauthorized uses of the service in breach of this agreement, including termination of your account at any point should we have sufficient evidence and to bring justification for damages caused.

## **7. Rights you grant Aurora Dating.**

By creating an account with us, you grant Aurora Dating a worldwide, transferable, sub-licensable, royalty-free, right and license to host, store, use, copy, display, reproduce, adapt, edit, publish, modify and distribute information you authorize us to access from Facebook or manually yourself, as well as any information you post/upload, display or otherwise make available, on the service or transmit to other members. Aurora Dating's license to your content shall be non-exclusive, except that Aurora Dating's license shall be exclusive with respect to derivative works created through the use of this service. For example, Aurora Dating would have an exclusive license to screenshots of the service that include your content. In addition, so that Aurora Dating can prevent the use of your content outside of the service, you authorize Aurora Dating to act on your behalf with respect to infringing uses of your content taken from the service by other members or third parties. This expressly includes the authority, but not the obligation to the services. If your content is taken and used by third parties outside of the service. Our license to your content is subject to your rights under applicable legislation (for example, laws regarding personal data under

data protection licences to the extent of any content containing personal information as defined by those laws) and is for the limited purpose of operating, developing, providing, improving the service, researching and developing new ones. You agree that any content you publish or give, that you authorize us to place on the service may be viewed by other members and may be viewed by any person visiting or participating in the service (such as individuals who may receive shared content from other Aurora Dating members).

You agree that all information that you submit upon creation of your account, including information submitted from your Facebook account, is accurate and truthful, you have the right to post the content on the service and grant the license to Aurora Dating above.

You understand and agree that we may monitor or review any content you post as part of a service. We may delete any content, in part or whole (if we deem it necessary), that in our sole judgment violates this Agreement or may harm the reputation of the service.

When communicating with our customer care representatives, you must agree to be respectful and friendly. If we feel that your behaviour towards any of our customer care representatives or other employees is at any time threatening, offensive or insulting, we reserve the right to immediately terminate all communication with you as well as your account if necessary and cancel any enquiries you have made with us.

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

Please be informed that Aurora Dating may access, store and disclose your account information and content if required to do so by law, by performing its agreement with you, or in a good faith, belief that such access, storage or disclosure satisfies a legitimate interest, including to:

- i. Comply with legal process;
- ii. Enforce the Agreement;
- iii. Respond to claims that any Content violates the rights of third parties;
- iv. Respond to your requests for customer service;
- v. Or protect the rights, property or personal safety of the company or any other person.

## 8. Community Rules.

By using the service, you must agree that you will not:

- Use the service for any purpose that is considered illegal, prohibited by this agreement and for any intentions that could cause harm to others,
- Use the service in order to cause damage to us (Aurora Dating) and our clients,
- Violate our Privacy Policy, Cookie Policy, Ethics Policy, Online Safety and Meeting Guidelines as updated from time to time.
- Spam, solicit, steal money from or defraud any members.
- Impersonate any person, group or entity, post any images of another person without his or her permission.
- Bully, harass, "stalk", intimidate assault, abuse, mistreat or defame any person.
- Post any content that violates or infringes anyone's rights, including rights of;
  - Publicity,
  - Privacy,
  - Copyright,
  - Trademark, or
  - Other intellectual property or contract right.
- Post any Content that is considered to be;
  - Hate speech,
  - Threatening,
  - Sexually explicit or pornographic;
  - Incites violence; or
  - Contains any form of;
    - Nudity,
    - Hate/harmful symbols,
    - Graphic or gratuitous violence.
- Post or promote any content that promotes racism, sexism, homophobic, bigotry, hatred, physical harm of any kind against any group or individual.
- Post or promote any form of political, cultural or movement group containing political, religious and traditional agenda's or practices that could be deemed harmful.
  - On this point we would like to highlight we are not totally against users sharing some of their beliefs (if respectable) if they wish, we just highlight the promotion of such activity is strictly prohibited in terms of users radicalising others or accounts set up as the sole purpose of this.

- Solicit passwords for any purpose or personal identifying information for commercial, unlawful and scamming purposes from other members or disseminate another person's personal information without his or her permission.
- Use another member's account by either hacking or obtaining access credentials, share an account with another member, or maintain more than one account.
- Create another account if we have already terminated your account, unless you have our written consent.

Aurora Dating does reserve the right to investigate and/or terminate your account if you have violated this agreement, misused the service or behaved in a way that Aurora Dating regards as inappropriate and unlawful breachment of this agreement, including actions or communications that occur on or off the service. You may appeal against the termination if you feel it is unfair by providing a full explanation (which will be required in writing) after which we will reassess the situation with the statement you have provided and, to which we shall reach a verdict.

Should you be unsatisfied with the decision you may take further action should you feel free, this however would involve arranging and booking a meeting with one of our staff to have a webcam meeting face to face to discuss the situation with the aim to resolve the case. If the outcome is not to your satisfaction then no further action can be taken and you will not be permitted to use the service in future.

Aurora Dating also wants to remind every user that, should you meet someone through our service, and then the meeting ends with a criminal offence that has caused you harm by the person you have met. You need to report the user to the relevant authorities and subsequently inform us for investigations to take place. Please note we will NOT report any offence to the relevant authorities such as the police and you should inform us if you have. It is your responsibility to report the user to the police and then to us using the system in place to do so. So by agreeing to this agreement you have granted us permission to take on investigations on the site and allow third party investigations such as the "the police" to take any relevant information that would support their investigations. This could include going through your personal messages to other users, profile and the profile of the accused details and their messages. So by agreeing to this agreement you agree that we have rights to access this information. Information that has had an attempt of being deleted does not mean it has been deleted; this will be recorded on the system and will not help your case should you make this attempt.



There are agreements we hold with our clients that are reciprocated in this agreement meaning that they have standards we must comply with and carry out as certain actions from certain users that are illegal, harmful, offensive etc.. must be dealt with accordingly which does result in that content being deleted and the user either terminated or suspended from the service. Depending on the seriousness of the act we will determine the outcome.

## **9. Other Members' Content.**

Although Aurora Dating reserves the right to review & remove content as well as, if necessary deactivate accounts that violates this agreement, such content is the sole responsibility of the member who posts it on the platform, and Aurora Dating cannot accept responsibility for members' actions nor guarantee that all content will comply with this agreement. If you see content on the service that violates this agreement, please report it using the small icon that would be presented by a post or on a profile and then tick the boxes you feel are relevant that do not comply under our standards. We are a platform that does not tolerate content that is deemed offensive, harmful, political, illegal, inappropriate or that breaches our [Ethics Policy](#).

## **10. Purchases.**

At the moment we do not charge for users to use our service. If you are (or supposedly) receiving direct emails, messages or any form of contact from us demanding money, it is a scam and is not operated by us. We advise you to ignore it and continue using our site for free. We would appreciate being informed of such a scam for us to conduct investigations into the matter.

There will come a time where we will offer additional features that come at a cost whether it is a single payment or a monthly subscription. This however will be offered and not demanded, you reserve the right to accept or decline these offers and it will not affect your membership with us. Anything we do offer you will be notified through the contact details you've provided us but just check on your account if the feature exists by seeing if it is visible on your account any new features we add you will receive a notification informing you of any new features.

We also reserve the right to restrict certain features if we feel they are eligible to be included in an account upgrade or subscription that will be of benefit to an upgraded service. Because you will be on a free account we are able to do this at any time as there is no financial agreement between you and us which means you are not paying for certain features that will no longer be available to when you initially signed up.

If you have received contact that appears to be us and is demanding money please get in touch through our [Contact Us](#) page to report the issue. The same thing will apply for any offers with no proof on your account being displayed, although with this, there may be a delay in the additional feature reaching every user in terms of their location or any other reason that may cause a delay.

#### **11. Notice and Procedure for Making Claims of Copyright Infringement.**

If you believe that your information has been copied and posted on the service in a way that constitutes copyright infringement or is falsified (fake profile) and without permission please get in touch through our [Contact Us](#) page and provide the following: (or if relevant)

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work or information that you claim has been infringed;
- A description of where the material you have found and claim is infringing is located on the service (and such description must be reasonably sufficient to enable us to find the alleged infringing material);
- Screenshots, quotes, images, text, or any of the sort to support your claim and to give a visual and clear representation of the work/information in dispute,
- Your contact information, including address, telephone number and email address;
- A self-written statement to the disputed in good faith and belief that they/he/she is not authorized by the copyright owner, its agent, or the law; and
- A statement by you that is made under penalty of perjury that the above information in your notice is accurate and that you are the copyright owner or the person authorized to act on behalf of the copyright owner. (This would normally be a lawyer/solicitor working for a registered law firm)

Notice of claims of copyright infringement should be provided to the Company's Copyright Agent via email to, please visit our [Contact Us](#) page to proceed. Please in the subject select the relevant option (for this it will be Legal) in the drop down menu and before you proceed to writing your email please enclose at the top "Concerning Copyright".

Please note, that by appointing a person or lawyer/solicitor you automatically agree that any information gathered may or will be shared with the person or firm you have appointed, subsequently the same applies to us on whom we may appoint if deemed necessary. If you wish to have someone new represent you please respond to the last email we sent confirming this and again providing details of the new appointee.

Aurora Dating will terminate the accounts of repeat infringers in future should the evidence be proved accurate and truthful.

Please also note that we cannot be held accountable for behaviors and actions of our users, this would mean any published content by our users using any copyrighted material for profit or self success would result in any qualms or dispute being with them and not us. Any such material would require strong evidence suggesting this or a court order to share any relevant data or contact details of the user with the ones bringing this information to our attention. So by agreeing to this agreement you agree that we will have to follow the correct process and that subsequently any such material you use that you do not have permission for is already in breach of this agreement.

## **12. Disclaimers.**

Aurora Dating provides the service on an "as is" and "as available" basis and to the extent that is 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 within), including, without limitations, any implied warranties of satisfactory quality, merchantability, fitness for a particular purpose or non-infringement.

Aurora Dating 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,
- C. That any content or information you obtain on or through the service will be accurate.

Aurora Dating takes no responsibility for any content that you or another member or third party posts, sends, receives or has been shared through the service. Any material that is or has been downloaded or otherwise obtained through the use of the service is accessed at your own discretion and risk. We also take no responsibility should any information be copied, corrupted or publically shared by an individual for the purposes of; financial gain, causing damage or harm of any kind (mentally or physically) to a person or group, self promotion, promotion of any damages to any society, company, authority etc.. and blackmail/scam.

### **13. Third Party Services.**

Aurora Dating will/may contain advertisements and promotions offered by third parties and links to other websites, online stores or other resources. Aurora Dating is not responsible for the availability (or lack of availability) of such external websites or resources. If you choose to interact with any of the third parties made available through our service, such party's terms will govern their relationship with you. This means that any issue that is raised with them or by yourself that you question morally or legally is solely an issue or dispute between them and you. Aurora Dating does not take any action in communications between third parties and its users, we are merely the service in between creating the means of communication. Aurora Dating is not responsible or liable for such third parties' terms or actions and nor are we responsible for the actions of our users towards any third party.

Third party services such as advertisements should be easily noticeable on our platform. Third party services should not directly ask you for money, unless you wish to make any payment for use of a service or product when you have swiped right on our "Mixer" feature. Once you have swiped right on an advertisement that will send you to a website belonging to the company for their services. You have every right to question whether or not the service on offer by the third party is genuine, however if you believe it not or are unsure, please check in a separate browser and find the exact details. If you have discovered that the information on the link is unavailable, please check your connection and reload or pass as this is probably to do with an expired or limited time offer. If you have evidence of the page being fraud then please [Contact Us](#).

These third party services should not send you direct messages on our platform; spamming your inbox with uninvited web links should you swipe right. The swiping right mechanism is solely for the purpose of referring the user to a web page. Third party services will also

accept that they will not create an account in the hope of making matches with users for the purpose of messaging or spamming them with promotions or false promotions. Third parties also accept responsibility for any payments you have made from them and are of no concern to Aurora Dating.

We politely ask our users to be wary of such accounts and fake accounts being active, we warn that scams may exist in our user base. We respectfully ask our users in the Aurora Dating Community to help us tackle such accounts by reporting them through the system on the options on the suspicious account. We however cannot be held responsible if you are a victim of a fake account where you have given data, information and money to such account, as we have highlighted these issues in this Terms & Conditions Agreement.

#### **14. Limitation of Liability.**

To the fullest extent permitted by applicable law, in no event will Aurora Dating, 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 the following:

- I. Your access to, or use of or inability to access or use the service,
- II. The conduct or content of other members or third parties on, through or following use of the service; or
- III. Unauthorized access, use or alteration of your content, even if Aurora Dating has been advised of the possibility of such damages. In no event will Aurora Dating aggregate liability to you for all claims relating to the service exceed the greater of the amount paid, if any, by you to Aurora Dating for the service while you have an account.

Some of the jurisdictions do not allow the exclusion or limitation of certain damages, meaning some or all of the exclusions and limitations in this section may not apply to you at all.

#### **15. Governing Law.**

Members residing outside the UK are allowed access to use our service, however where not applicable to UK law, international law will apply to any disputes arising out of or relating to this Agreement or the Service. There may be a case for arbitration or mediation where it is advisable, this will be something to consider if necessary.

#### **16. Venue.**

For members residing outside of the UK who may bring claims in their country of residence in accordance with applicable law and except for claims that may be properly brought in a small claims court of competent jurisdiction, we will adhere to international law where it is applicable and a requirement we have to take. You and Aurora Dating consent to the exercise of personal jurisdiction of courts in the United Kingdom and waive any claim that such courts constitute an inconvenient forum.

#### **17. Indemnity by You.**

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

#### **18. Entire Agreement; Other.**

This Agreement, along with the [Privacy Policy](#), [Cookie Policy](#), the [Meeting Guidelines](#), [Online Safety](#), and [Ethics Policy](#) (all/some listed, if applicable to you). Along with any terms disclosed and agreed to by you if you purchase additional features, products or services we offer on the Service, contains the entire agreement between you and Aurora Dating 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 must agree that your Aurora Dating account is

non-transferable and all of your rights to your account and its Content terminate upon your death. No agency, partnership, joint venture, fiduciary or other special relationship or employment is created as a result of this Agreement and you may not make any representations on behalf of or bind Aurora Dating in any manner.