



Terms of use

(Terms of Use revised on 12/08/2022)

Preamble

These Terms of Use are entered into between CUORE ("we", "us") and you. We, as well as other business entities that we control, control us, or with which under common control (our "Group") offer a number of dating platforms, matchmaking and social discovery. We offer our products and services, some free and others paid, through desktop computers, mobile devices and applications (the "Services").

Unless they are reserved for a certain category of required users specifically during registration (for example, where available, our services intended exclusively for users over 50 years of age), our Services are open to all adults over 18 years of age, provided they respect the access requirements indicated below. If you are under the age of 18, you are not authorized to access the Services and must stop using them immediately.

1. Acceptance of the Terms of Use

By creating an account on our Services, you agree to be bound by our: Terms of Use Use, Safety Tips and Community Guidelines, and declares to have read and acknowledges our Privacy Policy and Cookies Policy, together with any additional conditions or that we may notify you at the time you use or purchase certain Services, all of which are incorporated into these Terms of Use. If you do not agree to be bound by our Terms of Use, you must stop using our Services.

2. Requirements for access to the Services

You can only use our Services if you meet the following conditions. You declare and guarantees at all times that:

- You are over the age of 18 and can enter into a legally binding contract with us.
- Comply with the registration conditions indicated in the Services.
- You will comply with these Terms of Use, including our Safety Tips, the Community Guidelines and all applicable laws and regulations.
- Provide correct, exact and true information that does not give rise to confusion. In Specifically, you must be truthful and honest in completing your profile and in your interactions with others users and with us.
- You acknowledge and accept that the purpose of the Services is to allow the connection between single persons, on a personal, non-commercial and non-financial basis, with the aim primary way of forming committed relationships as a couple. Must comply and be respectful for the purpose of the Services at all times.
- Currently not listed on any Sex Offender Registry.
- You have never been convicted of an illegal act involving fraud, sexual offense, violence (including domestic violence), stalking, terrorism or hate crime. We reserve the right to refuse, suspend or terminate your access or membership in any time if you fail to comply with any of these conditions.

3. Registration

Registration to our Services is free. You should not create more than one account. You must provide the mandatory information necessary to complete your profile on the Services and keep said information updated. You acknowledge and agree that some of this information will be posted on the Services. In addition, your profile may be visible on some of our other services at certain circumstances and therefore remain available for viewing by users of other services.

To learn more about your profile visibility and associated settings. The information provided by users in the Services, during registration and in any later, it must be accurate and true. The consequences that the disclosure of this information may have in the life of a user or in the lives of other users are the responsibility exclusive to the user in question. By disseminating and disseminating information, data, texts, content, videos and images about you, you waive your right to make any claim in against us, in particular claims regarding the possible infringement of your image rights or personality, honour, reputation or right to privacy that may arise from the distribution or dissemination of such information. For more information about the information we collect from you and how we use it,

[Read our privacy policy.](#)

You are responsible for maintaining the confidentiality of the login credentials you use to register with our Services, and you are solely responsible for all activities that are carried out with said credentials. If you think someone has gained access to your account, contact us immediately at the address mentioned in the section "Requests and claims" below

4. Rules of Conduct

The quality of the interactions that both we and other users of the Services implies observing a certain level of ethical conduct in its expression and behavior, respecting users and our Customer Service representatives, as well as the laws and current regulations. To comply with this quality standard, individual responsibility and ethics, we allow any user to report any content (photograph, text, video, etc.), behavior or comments made by a user that appear to violate our Terms of Use, Safety Tips, Community Guidelines, Third Party Rights and current laws and regulations. As a result, by using the Services, you acknowledge and accept that the data you provide, as well as your behavior or comments, may be moderated and controlled by us, following our moderation policies. As a user, you must comply with the following rules of conduct at all times and accept that you don't:

- you will violate our Community Guidelines, as updated on each moment;
- publish any of your personal contact information, or disseminate the information someone else's personal information (email address, postal address, phone number, etc.) phone, etc.) in any way (in a profile description, in a photo, etc.);
- post any content that infringes the rights of anyone, including those rights of publicity, privacy, copyrights, trademarks or others intellectual property rights or contractual rights;
- impersonate any person or entity;
- request passwords for any purpose, or personally identifiable information from others users for commercial or illegal purposes;
- send spam, solicit money or defraud any user;
- send messages in bulk;
- post any content that is hateful, threatening, sexually explicit or pornographic, incites violence, or contains graphic or gratuitous nudity or violence;
- post any content that promotes racism, bigotry, hate or harm physical of any kind against any group or individual;
- insult, attack, harass, intimidate, assault, harass, mistreat or defame any person;
- you will use the Services for no harmful or nefarious purpose;
- you will use the Services in order to harm us or our Group;
- use the Services for any purpose that is unlawful or prohibited by these Terms of Use;

- you will use the Services for the purpose of promoting or facilitating personal relationships of a nature transactional, services of a sexual nature or non-consensual sexual acts;
- You will use no robot, bot, spider, crawler, scraper, application site search/retrieval, proxy or other handheld device or other device, automated method or process for accessing, retrieving, indexing, "mining data", or in any way reproduce or circumvent the navigation structure or the presentation of the Services or its content;
- use another user's account, share an account with another user, or maintain more than one account;
- create another account if we or our Group have already terminated your account, unless have our permission.

Your failure to comply with any of these rules of conduct constitutes a breach substantial material breach of your contractual obligations under these Terms of Use.

We reserve the right to suspend or terminate your account without notice and without any refund if you have breached these obligations, misused the Services, or behaved in a way that we consider inappropriate or illegal, including in relation to any action or communication that has occurred on or off the Services. to do the services of the Group more secure, the information of the expelled users can be shared within the Group to enable us and any of the Group's platforms to take necessary measures against unsafe users, including terminating their account or preventing have them create an account. This closure of the account will take effect without prejudice to the damages and interests that we can claim from you.

as restitution for losses we incur as a result of any breach of these Terms of Use.

5. Services

5.1 Free features

Your registration with the Services allows instant access to free features. These functions will be different depending on the type of Services for which you have registered and may change over time. Free features and functionality include creating your account profile, certain search functionalities, browsing the profiles of other users and accessing some events and activities. Communication with other users generally requires a subscription.

5.2 Payment Services We run a global business and provide services to a diverse community of users. Our pricing structure may vary by country, subscription length, distribution channel, special offers and promotions. From time to time we test new features to provide users with more functionality and new free or paid options they can choose to use. We may also at any time change or stop offering certain types of Purchases. Recurring subscriptions and one-time purchases allow

access to additional features and functionality. The details of said payment services are available for consultation in our Services, before concluding a Purchase. 5.3 Events and Activities. When events or activities are offered, specific terms and conditions will apply and will be available on the pages describing the events or activities. 5.4 Badges, Badges and the Like From time to time we may offer badges, badges or similar items for profiles, which users can earn based on their meeting the qualification criteria for earning them.

We make no representations or warranties with respect to the owner of a insignia, badge or similar article, since they are generally obtained based on one's own statements of said user, which we cannot verify.

- Procedure and conditions for Purchases

6.1 General

Depending on where you are and how you access the Services (for example, through through a desktop computer, a mobile web version or an application on iOS systems or Android), Purchases may be available through direct billing (for example, through through a payment card, Paypal, etc.), mobile operators or payment systems in the application (such as App Store/Google Play). If you decide to make a Purchase, you will be asked to confirm your Purchase with the applicable payment provider and will be charged to your payment method, such as your payment card or your third-party account, such as Apple Pay/Google Play from the App Store/Google Play (your "Payment Method"), the prices displayed to you for the Purchase or Purchases you have selected. You authorize us and/or Apple/Google or another third party account (as applicable) to charge you.

Your Purchase will be confirmed at the time your transaction is authorized and confirmed. with your bank account or third parties (such as mobile phone operators or the App Store/Google Play from Apple/Google).

6.2 Automatic Renewal of Private Chat Subscription; automatic card payment

If you purchase a periodic, automatically renewing subscription (a "Subscription"), you will continue to billing your Payment Method for the Subscription until the end of the current Subscription term.

After your initial Subscription commitment period, and again after any period of subsequent Subscription, your Subscription will automatically renew for an equivalent period additional, unless specifically stated otherwise at the time of Purchase. To the

purchase a Subscription, you contractually agree to continue making any payment recurring throughout the Subscription period and any ongoing renewal period, until you have canceled the automatic renewal of a Subscription. Please note that some Subscriptions are the subject of special

offers in which the price is reduced for a specified period of time before renewing at the standard price (not reduced).

The information of your Payment Method is stored and will later be used for the payments for automatic renewals of your Subscription. You can update your Payment Method at any moment. We can also update your Payment Method in the database provided by the relevant payment service provider. By accepting our Conditions of Use, after said update, authorizes us to continue collecting payments due for each Purchase (whether an installment payment or a renewal) using the Payment Method updated payment.

Objections to a payment already made should be directed to our Customer Service team at address mentioned in the "Requests and Claims" section below if you we have billed directly. You can unconditionally withdraw your consent to automatic card payments at any time.

6.3 Right of immediate cancellation after Purchase

Subscriptions begin at confirmation of Purchase. In accordance with applicable law, you have 14 days from the day after a Purchase to exercise your right to cancel it (without giving any reason), by completing the cancellation form available or by writing to the email address listed in the "Requests" section. and claims" below. The refund will be made within 14 days from the date in which we were informed of your decision to cancel and it will be processed in the same Payment Method you used for the original Purchase. If you log in to your account and use the Services before the end of the cancellation period, this first login after the Purchase of a Subscription constitutes a request expressed by you to have immediate access to the Services, for which you will be charged. You can find additional information on the help page about the scope and application of your right to cancel. Purchase via the Apple/Google App Store/Google Play If you have purchased a Paid Service through the App Store/Google Play and wish to cancel within 14 days of Purchase, Apple/Google handles cancellations and refunds according to their own terms and conditions, which we do not control. To request a refund, you must sign in with your Apple/Google ID and follow the instructions on cancellation and refund from Apple/Google.

6.4 Additional Third Party Services

The Services may contain advertisements and promotions offered through platforms of third parties and external resources, such as third party websites or mobile applications, social networks, etc. ("Third Party Platforms"). We are not responsible for the availability (or lack of availability) of such Third Party Platforms. If you decide to interact with Platforms of Third parties available through our Services, their terms will govern their relationship with you.

We are not responsible for the terms or actions of the Third Party Platform.

- Your termination of the Subscription – Suspension of the profile – Closure of the account
- Termination of Subscription (cancellation of automatic renewal)

The automatic renewal of a Subscription can be stopped from 24 hours after the Purchase and up to 48 hours prior to the renewal of the Subscription. We will retain all funds loaded to your Payment Method until the end of the Subscription term in effect at that time. moment. Deleting our app from your device does not end your Subscription. If you want to cancel automatic renewal, you will need to log into your account and follow the instructions. According to articles L 215-1 and L241-3 of the Consumer Code, "In service contracts concluded for a fixed term with a tacit renewal clause, the professional who provides the services must inform the consumer in writing, by letter or by dedicated email, three months at the earliest and one month at the latest before the end of the period authorized by the rejection of the renewal, of the possibility of not renewing the contract that you have entered into with a tacit renewal clause. This information will be given in clear and understandable terms and it will mention, in a visible box, the termination period. If this information has not been sent to the consumer in accordance with the provisions of the first paragraph, the consumer may terminate the contract free of charge any time after the renewal date. Advances made after the last renewal date or, in the case of long-term contracts indeterminate, after the conversion date of the initial fixed-term contract, the In this case, they will be reimbursed within thirty days following the termination date, prior deduction of the amounts corresponding, up to that date, to the execution of the contract. The provisions of this article shall apply without prejudice to those that by law submit to certain contracts to special rules on consumer information. In the absence of reimbursement under the aforementioned conditions, the amounts owed will accrue interest at the rate legal.

Thus, we will inform you, by email sent at least three months and at most one month before the end of the initial Subscription, the renewal of this Subscription, as well as as well as the possibility of rescinding it free of charge. In addition, in the section "My account" offers information about the expiration of the Subscription. Once you have turned off automatic renewal, you will have the right to continue using your Subscription until the expiration of its current term. Any remaining payment of the price Subscription amount will remain due and payable until the expiration of the current term. From the date the current Subscription term ends, you will no longer have access to the Subscription, but you will still have access to the free features.

7.2 Non-renewal of Subscriptions purchased through the Apple Store/Google Play

If you made a Purchase through Apple/Google, renewals are handled by Apple/Google

automatic cancellations and cancellations according to their own terms and conditions, which do not we control. To request the termination of a paid service, you must log in with your User ID. Apple/Google and follow Apple/Google instructions.

7.3 Suspension of the profile

If you no longer wish to receive messages or have your profile shown to other users, you can request at any time the suspension of your profile through your account on the Services. Is suspension is temporary, it does not interrupt any Subscription you may have (including renewals) and does not extend the duration of such Subscription. You can reactivate your profile at any moment.

7.4 Cancellation of the account and closure of the profile

You can close your account on the Services at any time by following the instructions available in your account section. If you face any difficulties, you can contact our Customer Service team who can do this for you. You will stop be able to use your account, including any Purchase, as of the next business day after a closing request. However, all Subscription fees will remain due and payable for the remainder of your current term. Upon closing your account you will receive a confirmation email.

- Intellectual property

8.1 Content we post on the Services

All names, trademarks, logos, graphics, photographs, animations, videos, texts and, in general, all the content displayed on the Services are our exclusive owned or licensed by or under our control and may not be reproduced, used or communicated without our express authorization, with the consequent possible legal actions. The rights of use that we grant you are limited to your private and personal use derived from your account and for as long as you maintain an account with us. It's forbidden any other use that you may make. Likewise, you must not copy, reproduce or otherwise use otherwise the content generated by other users, except when strictly necessary for personal and private purposes. You are prohibited from, among other things, copying, reproducing, downloading, broadcasting, transmitting, modifying, commercially exploit or distribute any content, page or computer code of the Services, in any way, with the consequent possible legal actions.

8.2 Content posted by users

By having an account and using the Services, and for as long as you maintain an account with us, we grants a worldwide license to use the intellectual property rights derived from the content provided by you (information, images, descriptions, search criteria, recordings, etc.) in connection

with your use of the Services, including, without limitation, your profile and interactions with other users. This license specifically includes the right to reproduce, represent, disseminate, modify, adapt (in order to comply with the graphic charter of the Services or make it compatible with its technical functionalities or the formats supported by the corresponding means), translate, digitize, use for the purposes of the Services or sublicense the content provided by you in all or part of the Services, in our emails and notifications to other users or any other communication related to the Services, subject to applicable law.

- Guarantees, liability and compensation

9.1 Our obligations in relation to your use of the Services

We expressly exclude all liability in relation to events of any nature that may take place between you and other users during online interactions or during in-person interactions in “real life”. We do not verify the real identity of users when they register for the Services. Also, don't We do not exhaustively monitor or moderate any of the content that users may post on or upload to the Services at their own risk. However, the photos and profile descriptions of users are moderated before being released on the Services. We are not responsible for the accuracy or inaccuracy of the information and content provided by you or other users, nor of the consequences derived from your use of this information and content. Similarly, we are not responsible for any content disseminated by you or another user that may potentially infringe your rights or the rights of one or more than other users or any third party. by you or another user that may potentially infringe your rights or the rights of one or more than other users or any third party.

9.2 Operation of the Services

Our Services are provided to you as a matter of fact. We do not guarantee that you will be able to use them if your hardware or device is not working properly, if your internet service provider does not provides an adequate level of service or if your hardware or device does not have a connection Internet fully working. The operation of the Services may be temporarily interrupted due to maintenance, updates, security measures or technical improvements, or to update the content or the the way it is presented. If possible, we will notify you prior to any maintenance.

scheduled or updates that may affect your use of the Services. Some functionalities can also be permanently disabled if necessary for reasons security or other urgent reasons.

9.3 Third Party Platforms

We do not exercise any control over the Third Party Platforms to which you may be redirected from our Services at any time. We exclude all liability for the content of the Third Party Platforms, as well as any advertisements, products, features, services or anything else available on or arising

out of your use of such Platforms. Third parties. The use of Third Party Platforms is governed by their own terms and conditions.

- Security

By using the Services, you agree to take reasonable precautions in your interaction with other users, especially when you decide to communicate with them outside of the service or in person. In addition, you agree to review our Safety Tips before start using the Services and follow them at all times when you use our Services and interact with other users. In the event that you post or disclose to other users any confidential or sensitive information, such as personal data (surname/s, postal address, email email, phone number, etc.) or financial information (for example, information about credit cards or bank accounts), you will do so entirely at your own risk

- Overall responsibility

Subject to applicable law, we are only liable for direct damage caused by us if we do not provide the Services in accordance with these Terms of Use and applicable laws and regulations. We are not responsible for any damages you incur a user if they are caused solely by the latter or if we do not breach these Terms of Use Use or our legal obligations. We do not exclude or limit in any way our liability towards users in cases where it is illegal to do so. We are not responsible for trading losses. We only provide the Services for use domestic and private, commercial use of our Services is strictly prohibited as is established above. You are fully liable to us if you use the Services for any commercial purpose that violates these Terms of Use. In the event that we or the Group are held liable due to your breach of any of your legal or contractual obligations under these Conditions of Use, you will indemnify us and hold us and the Group harmless, expense or order entered against resulting from or arising in connection with such breach.

12. Personal data

Your personal data is processed in accordance with the provisions of our Privacy Policy.

13. Changes to the Terms of Use and Services

We may update and modify at any time the content or functions of any of the Services, and these Terms of Use. This means that we may add new features or improvements to the product at any time, as well as remove or change some features.

You should regularly check the most recent version of the Terms of Use. If changes include material changes in your rights or obligations, we will do our best to notify you advance changes to our Terms of Use by reasonable means. Nevertheless, if such changes materially affect a product or service for which you have paid in the Services, we will endeavor to continue to provide such

service to you in the same (previous) Terms of Use until the end of the current term of the Purchase. If after you continue to use that Purchase at any subsequent renewal period or make a new Purchase, the revised Terms of Use will apply from that moment and will be deemed to have accepted the revised Terms of Use.

14. Notifications and messages from the Services

By using the Services, you agree that we provide you with important notices about your account or the Services. These notifications can be shared directly on the Services, through app notifications or through other means associated with your account, such as the email. Check your Settings to control the type of messages you receive from us. You acknowledge and agree that we shall have no liability associated with or arising from your inaccuracy in providing and maintaining contact details or other information, including, without limitation, your inability to receive critical information and notifications.

15. Applicability

If one or more provisions of the Terms of Use are found to be unenforceable by virtue of the applicable legislation or regulations or as a result of a final judgment of a court or competent authority, the other provisions shall continue to have full force and effect, to the extent as permitted by applicable law, regulation or court decisions.

16. Assignment

All of our rights and obligations under these Terms of Use may be assigned freely in the event of a merger, acquisition, commercial sale or transfer of assets, or by law enforcement or otherwise; always doing everything possible to ensure that your rights and obligations are not affected by said operation.

17. Requests and claims

For any request or claim regarding your use of the Services, you may contact

Contact our Customer Service team by email:

- cuore.soposte@gmail.com

18. Applicable law – Conflict resolution

The regulation, interpretation and application of these Conditions of Use is governed by the legislation

of Spain, without prejudice to the applicable consumer legislation in your country of residence.

In accordance with the provisions of the Consumer Code relating to the resolution friendly litigation, CUORE adheres to the service of the Electronic Commerce Mediator of the FEVAD (Federation of

Electronic Commerce and Distance Sales) whose contact details are the following: Paseo Doctor Fernández Iparraguirre, 1 tel.: 949885500 – 19071 Guadalajara –

You can only resort to the service of the mediator if the consumer has previously been addressed by written to CUORE and has not been able to find an amicable solution to a consumer dispute between the parts. The Member or Subscriber can also present their complaints on the platform of dispute resolution put online by the European Commission at the following address:

"<http://ec.europa.eu/consumers/odr/>". The European Commission will forward the deputy's complaint to the competent national mediators. Users can file claims on the online dispute resolution platform of the European Commission at: <http://ec.europa.eu/consumers/odr/>. The European Commission will transmit the user's claim to the competent national mediators. In accordance with the regulations applicable to mediation, before any request for mediation, you must first raise any dispute with us in writing to try to find an amicable resolution. In the event that an amicable solution cannot be reached in relation to a dispute regarding the Conditions of Use, the competent authorities will be the courts of your country of residence located in one of the Member States of the European Economic Area, the United Kingdom Kingdom or Switzerland.

19. Who we are

The Services provided by CUORE based on these Conditions of Use are offered by CUORE S.L. with a share capital of 1,134,028.52 euros, registered in the Mercantile and Companies Registry of Spain (Guadalajara) with the number 439.780.338 (intra-community VAT number: FR88439780338), Calle Cristo de la Repolla, Cifuentes c.p.:19420 Guadalajara. The Websites are hosted on the Group's servers