



Applicable from 6th october, 2024

GENERAL TERMS AND CONDITIONS

INTRODUCTION

By accessing or using the BIM Services, you agree to be bound by these Terms and Conditions of Sale and Use (the “Terms” or “Agreement”), including our [Privacy Policy](#), [Ethics Charter](#) and [Dating Safety Tips](#). It is therefore important that you read this Agreement and these policies and procedures carefully before creating an account. We may update these Terms from time to time; therefore, we encourage you to regularly check this page for updates.

Welcome to BIM. If you are a resident of the European Economic Area, the United Kingdom or Switzerland, these Terms of Use are entered into between you and:

BIM Group SARL-S // 20 Rue Schoenberg, 8283 Kehlen // Luxembourg

The terms “we”, “us”, “the Company” and/or “BIM” refer to BIM Sarl-s. You and BIM may be referred to together as the “Parties” or separately as a “Party”.

For the purposes of this Agreement, the terms “BIM”, “we”, “the Company” and “our” refer to BIM SARL-S. You and BIM may be referred to together as the “Parties” or separately as a “Party”.

By accessing or using our services on the BIM-dating.com website (the “Website”), the BIM mobile application (the “Application”) or any other platform or service that BIM may offer (collectively, the “Service” or our “Services”), you accept and are bound by this Agreement. This Agreement applies to anyone who accesses or uses our Services.

Your access to and use of our Services is also subject to the [Privacy Policy](#), [Ethics Charter](#) and [Dating Safety Tips](#) and any terms disclosed and accepted by you when you purchase additional features, products or services from BIM (“Additional Terms Upon Purchase”), which are incorporated into this Agreement by reference. If you do not wish to be bound by this Agreement, do not access or use our Services.

Subject to applicable law, we reserve the right to modify, amend or change the Terms of Use at any time. Notices of material changes will be posted on this page with an updated effective date. In some circumstances, we may notify you of a change to the Terms by SMS or other means; however, it is your responsibility to check this page periodically for changes. By continuing to access or use our Services, you agree to the changes and will be legally bound by the updated Terms of Use. If you do not agree to a change to the Terms of Use, you must immediately stop accessing or using our Services. Notwithstanding the foregoing, any material changes to the Limitation of Liability in Section 14 and the Dispute Resolution Provisions in Section 15 below will require your affirmative acceptance. In addition, we reserve the right to change the availability of features in our subscription plans



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1. ACCOUNT INFORMATION

You can use some basic features of the Platform without having an account. When you use the Platform without an account, these Terms still apply to that use and we still process your personal data in accordance with our Privacy Policy.

To access all free features of the Platform, you must create an account. We may offer different types of accounts, free or paid. Paid accounts have access to additional features.

When you create an account, your account information will be synchronized with the BIM application. For example, when you create an account on BIM, you can access certain BIM features (depending on your subscriptions) available in your country, using that account. Your account information, content and settings (including your privacy settings), as well as any changes you make, will be synchronized either when you open the BIM application or directly after certain actions are performed in the application (adding contacts, crushes, adding videos, etc.)

When you create an account to access and use the application, you must provide accurate and up-to-date information about yourself (such as your date of birth and country of residence). You agree to promptly update this information if it changes.

It is important that you take reasonable steps to maintain the confidentiality of your account and not disclose it to any third party. If you know, or suspect, that a third party is using your account, please notify us immediately via the contact page of the website or via the link below:

www.bim-dating.com/contact

Bottom line: Your account is important. Please keep it secure. Please keep your information up to date.



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2. ACCOUNT ELIGIBILITY; YOUR RESPONSIBILITIES

Before you create an account on BIM, please make sure that you have the right to use our Services. This Section also explains what you can and cannot do when using the Services and the rights you grant to BIM. You are not authorized to create an account or use the Services unless all of the following conditions are met, and by using our Services, you represent and warrant that:

1. You are an individual (i.e., not a corporation, partnership, or other commercial entity) who is at least 18 years old;
2. You are legally qualified to enter into a binding contract with BIM;
3. You are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a “terrorist supporting country”;
4. You are not listed on any list of persons prohibited from doing business with the United States (e.g., the U.S. Treasury Department's list of “Specially Designated Nationals” or any other similar list of any government agency), and you are not subject to any other similar prohibition;
5. You are not prohibited by law from using our Services;
6. You have not committed, been convicted of, or pleaded not guilty to a felony or indictable offense (or a crime of similar gravity), a sex crime, or any crime involving violence or the threat of violence, unless you have been granted leniency for a non-violent crime and we have determined that you are not likely to pose a threat to other users of our Services;
7. You are not required to register as a sex offender with any state, national, federal, or local registry;
8. You do not have more than one account on our Services;
9. You have not been previously removed from our Services or BIM services, unless you have our express written permission to create a new account.

If at any time you cease to meet these requirements, all authorization to access our Services or systems will be automatically revoked, and you must immediately delete your account, and we reserve the right to terminate your access to our Services without notice. You agree to:

1. Comply with these Terms and to check this page from time to time to ensure you are aware of any changes;
2. Comply with all applicable laws, including but not limited to privacy laws, intellectual property laws, anti-spam laws and regulatory requirements;
3. Use the latest version of the Website and/or Application;
4. For security reasons, you agree to consult our website via recognized and secure browsers;
5. Review the [Dating Safety Tips](#)
6. Review and adhere to the [Code of Ethics](#) as updated from time to time;
7. You have read and agree to our [Privacy Policy](#);
8. Take reasonable steps to protect the security of your login information.

You agree not to:

1. Misrepresent your identity, age or affiliation with any person or entity;
2. Use the Services in a manner that damages them or interferes with their use by other users;
3. Use our Services in a manner that interferes with, disrupts or negatively affects our Services platform, servers or networks;
4. Use our Services for any harmful, illegal or malicious purpose, including, but not limited to, using virtual items for money laundering or other financial crimes;
5. Promote criminal, terrorist activities;
6. Abuse vulnerable people (including disabled or impaired people);



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7. Make homophobic remarks or make discriminatory remarks on gender or sexual orientation;
8. Advocate any form of violence or intolerance (such as making defamatory, racist or anti-Semitic remarks);
9. Convey videos or messages that facilitate disinformation;
10. Harass, bully, stalk, intimidate, assault, defame, insult or otherwise abuse or cause psychological harm;
11. Post or share prohibited content (see below);
12. Request passwords for any purpose, or personally identifiable information for commercial or illegal purposes from other users, or disseminate another person's personal information without their permission;
13. Solicit money or other items of value from another user, whether as a gift, loan, or compensation;
14. Use another user's account;
15. Use our Services in connection with fraud, pyramid schemes, or any other similar practices;
16. Use our Services to finance a political campaign or influence an election, except for sharing your personal political views;
17. Violate the terms of the right granted to you by BIM (see Section 6 below);
18. Disclose private or proprietary information that you do not have a right to disclose;
19. Copy, modify, transmit, distribute, or create derivative works from User Content or our Content, or any copyrighted material, images, trademarks, trade names, service marks, or other intellectual property, content, or proprietary information accessible through our Services without BIM's prior written consent;
20. State or imply that any of your statements are endorsed by BIM;
21. Use any robot, digital agent, site search or retrieval application, proxy gateway, or other manual or automatic device, method, or process to access, retrieve, index, data mine, or in any way reproduce or circumvent the navigational structure or presentation of our Service or its contents;
22. Upload viruses or other malicious code or otherwise compromise the security of our Services;
23. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted to or through our Services;
24. "Frame" or "mirror" any portion of our Services without BIM's prior written consent;
25. Use BIM Data, code or other devices containing any reference to BIM or the Platform (or any BIM trademark, trade name, service mark, logo or slogan) to direct any person to any other website or application for any purpose;
26. Modify, adapt, translate, sell, reverse engineer, decrypt, decompile, disassemble or sublicense any portion of our Service in any way, or permit others to do so;
27. Use or develop third-party applications that interact with our Services or User Content or information without our written consent, including but not limited to artificial intelligence or machine learning systems;
28. Use, reproduce, access or publish the BIM Application Programming Interface without our written consent;
29. Probe, scan or test the vulnerability of our Service or any system or network;
30. Encourage, promote or agree to engage in any activity that violates these Terms of Use; Créer un nouveau compte après que nous ayons suspendu ou résilié votre compte, à moins que vous n'en n'ayez reçu l'autorisation expresse ;
31. Create a new account after we have suspended or terminated your account, unless you have received express permission to do so;
32. Submit a report of user conduct or content that is false, misleading, or manifestly unfounded, or abuse any BIM reporting or appeal system made available.
33. Fail to comply with our **Code of Ethics**.



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Your right under these Terms of Use and any authorization to access the Services are automatically revoked if you commit any of the aforementioned actions.

Prohibited Content – BIM prohibits the distribution or sharing of content that:

1. Could reasonably be considered offensive, or harassing, abusive or causing psychological distress to another person;
2. Is obscene, pornographic, violent or contains nudity;
3. Is abusive, threatening, discriminatory, or promotes racism, sexism, hatred, anti-Semitism or bigotry;
4. Encourages or facilitates any illegal activity, including but not limited to terrorism, incitement to racial hatred or sending material that in itself constitutes a criminal offence;
5. Encourages or facilitates any activity that may harm the user or another person, including but not limited to promoting self-harm, eating disorders, dangerous challenges and violent extremism;
6. Is defamatory, libelous or false;
7. Involves commercial activities (including, but not limited to, sales, contests, promotions and advertising, solicitation of services, sex work, sugar daddy, sugar mammy or sugar baby relationships, links to other websites or mobile applications, or premium rate telephone numbers);
8. Involves or facilitates the transmission of spam;
9. Contains spyware, adware, viruses, corrupted files, worm programs or other malicious code designed to interrupt, damage, limit the functionality of or disrupt any software, hardware, telecommunications, networks, servers or operating systems or other equipment, Trojan horses or any other material designed to damage, interfere with, wrongfully intercept or expropriate any data or personal information, whether originating from BIM or otherwise;
10. Violates any third party's rights (including, but not limited to, intellectual property rights and privacy rights);
11. Was not written by you, unless expressly authorized by BIM;
12. Contains an image or likeness of another person without their consent (or, in the case of a minor, their parent or guardian's consent);
13. Contains an image or likeness of a minor who is not accompanied by their parent or guardian, or who is not fully clothed, or depicts or implies that a minor is engaged in sexual activity;
14. Is incompatible with the intended use of the Services;
15. May harm BIM's reputation.

Sharing Content that violates these Terms of Use ("Prohibited Content") may result in immediate suspension or termination of your account.

Collective demonstration

Any use of the BIM Services for the purpose of organizing a collective meeting of its Users constitutes a misuse of the Service. It is strictly forbidden to plan or organize a demonstration on the public highway using the Application. If such a meeting were to take place, BIM cannot be held liable in the event of a disturbance of public order or any damage resulting from such meetings.

Equipments

The equipment (hardware or software) required to access the Services and all other related costs, including telecommunications costs, are the sole responsibility of the User. The User is solely responsible for the equipment used in connection with the Service.



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Real Encounters

BIM warns users who want to have "real" meetings. It is entirely up to users to verify the identity of the people with whom they organize these meetings. The conduct of these meetings in real life is organized independently of BIM, under the sole responsibility of the users who wish to meet.

BIM cannot be held responsible for acts and problems, of whatever nature, committed or caused by users and / or former users during events that have taken place following the use of the Application. In this regard, the BIM contact list voluntarily presents the advantage, always with the aim of preserving the peace and security of its users, of allowing users to decide who will be authorized to chat with them. With regard to the people with whom the user has agreed to exchange, it is strongly recommended not to disclose information that does not appear on the BIM profile, such as telephone number, address or surname.

BIM strongly advises, for security reasons, to organize the actual meetings only in busy public places or to notify a relative and only reveal their contact details after a reasonable period of time.



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3. CONTENT

It is important that you understand your rights and responsibilities regarding the content on our Services, including any content you provide or post. You are expressly prohibited from posting inappropriate content. When using our Services, you will have access to:

1. Content that you upload or provide while using our Services, even if suggested by our Services ("Your Content");
2. Content that other users upload or provide while using our Services ("User Content"); and
3. Content that BIM provides on and through our Services ("Our Content").

For the purposes of this Agreement, Content includes, but is not limited to, any text, images, video, audio recordings, or other content on our Services, including information on user profiles and in direct messages between users.

3a. YOUR CONTENT

You are responsible for your Content. Do not share anything that you would not want others to see, that violates this Agreement, or that may expose you or us to legal liability.

You are solely responsible for your Content and, as such, you agree to indemnify, defend, release, and hold us harmless from any claims related to your Content.

You represent and warrant that the information you provide to us or any other user is accurate, including information submitted through other third-party sources (if applicable), and that you will update your account information as necessary to ensure its accuracy.

The content included in your individual profile must be relevant to your intended use of our Services. You may not upload prohibited Content, and your Content must further comply with the Ethics Charter and these Terms. You may not post any personal contact information, banking information or peer-to-peer payment information about yourself or any other person (e.g., names, addresses or zip codes, telephone numbers, email addresses, URLs, credit or debit card details, online wallet links, peer-to-peer payment usernames, or other banking information). If you choose to reveal any personal information about yourself to other users, you do so at your own risk. We strongly encourage you to exercise caution when disclosing personal information online.

Your individual profile will be visible to others around the world, so please ensure that you are comfortable sharing your Content before posting it. You acknowledge and agree that your Content may be viewed by other users and that, notwithstanding these Terms of Use, other users may share your Content with third parties. By uploading your Content, you represent and warrant to us that you have all necessary rights and licenses to do so, and you automatically grant us a license to use your Content in accordance with Section 7 below.

We may provide tools and features to enhance individual expression through your Content and App User Content (described in Section 3b), and we are constantly developing new technologies to improve our Services. Some tools or features may allow you to generate or enhance content based on your Content. It is always your Content, and you are responsible for its accuracy, as well as for your use of it in connection with our Services and for all decisions made, actions taken, and failure to take actions based on your Content. Please be careful in selecting and sharing your Content.



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You understand and agree that we may monitor or review your Content, and that we have the right to remove, delete, edit, limit or block access to your Content at any time, in our sole discretion. Further, you understand and agree that we have no obligation to display, distribute or review your Content. Under no circumstances shall you use the BIM Application and its features to:

1. Do anything illegal (this includes posting, live streaming or distributing any illegal content);
2. Commit any act that violates any applicable anti-money laundering, counter-terrorist financing, export control or economic sanctions laws or regulations;
3. Engage with minors in an abusive or inappropriate manner;
4. Compromise the proper functioning or security of the App;
5. Engage in inauthentic behavior, such as using unwanted accounts or impersonating accounts, or through other means detailed further in our Community Guidelines;
6. Use the App for commercial promotion purposes;
7. Submit manifestly unfounded appeals, reports, reviews or complaints;
8. Extract data or content from the Platform using any automated system or software that is not provided by BIM or approved by BIM; where
9. Use or attempt to use another user's account.

You must also not post, stream or otherwise distribute on the Platform any content that:

1. Violates the rights of any other person (such as intellectual property, privacy and/or moral rights of persons living or deceased);
2. Constitutes, encourages or provides instructions to commit a criminal offence or dangerous activities that may result in serious injury, death or self-harm;
3. Disseminates harmful misinformation, such as false information that incites hatred or prejudice, or that misleads or unduly influences elections or other civic processes;
4. Contains a threat of any kind, or that intimidates or harasses others, including posting any content intended to mock, humiliate, embarrass, intimidate or affect any person;
5. Is obscene, pornographic or promotes sexually explicit material (e.g. by redirecting to adult or pornographic websites);
6. Is hateful or offensive;
7. Contains or promotes violence or discrimination based on race, ethnicity, national origin, religion, caste, sexual orientation, gender, gender identity, serious illness, disability, immigration status, or age; or
8. Otherwise contains harmful content (such as content that causes physical, mental, or emotional harm to minors).

You can report any allegedly illegal content or content that violates these Terms or our Community Guidelines using the reporting features provided by BIM.

In short: you can enjoy the BIM app, but for the benefit of all our users, you must follow certain rules. If you see something that shouldn't be on the app, please let us know.

3b. CONTENT OF OTHER USERS

Although you have access to other users' Content, you do not own it, and you may not copy or use User Content for any purpose other than as permitted by these Terms of Use.

Other users will also share content on our Services. User Content is owned by the user who posted it, and is stored on our servers and displayed at that user's direction.



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You should always carefully review and independently verify the accuracy of User Content. Other users may use tools to generate or enhance content based on the User Content they provide. User Content may contain biased, inaccurate, harmful, offensive, or misleading information. Other users are responsible for their Content, as well as all decisions made, actions taken, and failure to take actions based on their use of the Content.

You have no rights to User Content and, unless authorized in writing by BIM, you may only use User Content to the extent that your use is consistent with the purpose of our Services, which is to allow us to communicate and meet. You may not copy User Content, or use User Content for commercial purposes, spamming, harassment, or illegal threats. We reserve the right to terminate your account if you misuse User Content.

It is strictly forbidden to record, film or take screenshots of video calls that you may be required to make in the application.

3c. OUR CONTENT

BIM owns or licenses all other content on our Services.

All other text, content, graphics, user interfaces, trademarks, logos, sounds, artwork, images, and other intellectual property contained in our Services are owned, controlled by, or licensed to us, and are protected by copyright, trademark, and other intellectual property rights. We retain all right, title, and interest in and to our Content at all times.

We grant you a limited right to access and use our Content, as set forth in Section 6 below, and we reserve all other rights.

3d. CONTENT CREATED WHEN USING THE BIM SHOW FEATURE

When using the BIM SHOW feature, you can create content and be recorded at the same time as the other user is recorded.

The recording made during the BIM SHOW is the property of BIM and you agree to give us all rights in relation to this content, including the right to the image. This content may, with the agreement of both users, be published on our various YouTube, Tiktok, Facebook, Instagram, X accounts as well as on our website.

This content will be visible to other people around the world; so make sure that you are comfortable sharing this Content before agreeing to its publication. You acknowledge and agree that this Content may be viewed by other users and that, notwithstanding these Terms of Use, other users may share this Content with third parties. By agreeing to have this Content uploaded, you represent and agree that we have all necessary rights to do so, and you automatically grant us a license to use this Content in accordance with **Section 6** below.

If you find any content explicitly about you on a third-party application published by us that is offensive for any reason, you are free to contact us and inform us at any time. We will consider requests to remove content.



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3e. CONTENT CREATED WHEN USING THE BIM STATION FEATURE

Additional terms and policies may apply to certain products or features of the Platform that we may make available to you, if you publish or live stream certain types of content, or if you use our BIM STATION platform for professional or commercial purposes. The main ones that you should be aware of and that are part of these Terms are listed below for your information:

1. **Music Usage Terms:** These terms apply when you post content on the Platform that contains music from your music library or your personal device. When posting content with music, you must ensure that you are using royalty-free music or that you have paid the commercial rights to use the music. We are not responsible for the content you post.

2. If you decide to use original audio or music, **you must accept our Music Usage Confirmation when the content disclosure setting is enabled.** This confirms that there is no copyrighted music in the video or that you have obtained and paid for all necessary licenses to use the music. A button is provided for this purpose when uploading your content.

3. Terms of Use for **Content Generated by Artificial Intelligence.** When posting content, you must indicate at the time of upload that your content was generated with the help of artificial intelligence in order to allow users to have a better understanding of your content. A button is provided for this purpose when uploading your content.

4. **Intellectual Property Policy:** This policy applies to all content on the Platform that is protected by intellectual property rights. We do not authorize the posting, sharing or sending of content that violates or infringes the copyright, trademarks or other intellectual property rights of any other person. We may remove infringing user content.

5. **Branded Content Policy:** This policy applies to publications related to the promotion of a brand or product in exchange for financial compensation or other incentive. BIM is designed solely for use in exchanges between individuals. The use of the application to promote brands or products is therefore not authorized. In the event of publication related to the promotion of brand or product content, this account may be deleted.

6. **Professional conditions of use:** BIM is designed solely for use in exchanges between individuals. Use of the application by professionals is therefore not authorized. In the event of creation of an account for commercial use or for a professional activity, this account may be deleted.

In Short: These Terms cover your use of the BIM STATION Platform. There may be additional terms and policies that will apply if you wish to access additional features, publish or live stream certain types of content.



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3e.1 WHAT YOU CAN DO ON BIM STATION'S PLATFORM

Under these Terms, you may use the Platform to:

1. Create and share content;
2. Interact with other users;
3. View content created by others; and
4. Use the Platform settings and features provided to you from time to time.
5. Share content that contains royalty-free music or music that you have permission to share.

The permission we give you:

6. Is limited to what we have indicated is permitted in these Terms;
7. Is valid only for you;
8. May not be given to any other person by you; and
9. May be withdrawn for the reasons permitted in these Terms
10. You must be 18 years of age or older to live stream content and use the content streaming features (the application is prohibited to minors).

3e.2 Respect for the intellectual property rights of third parties

We respect copyright and other intellectual property rights. You can report any alleged infringement of intellectual property rights on the Platform here:

Copyright: contact@bim-dating.com

Trademark: contact@bim-dating.com



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4. INAPPROPRIATE CONTENT AND BAD BEHAVIOUR ; REPORTING

BIM does not tolerate any inappropriate content or behavior on our Services.

We are committed to maintaining a positive and respectful community, and we do not tolerate inappropriate content or misconduct, whether on or off the Services. We encourage you to report any inappropriate content or misconduct from other users via the **BIM Report** feature in the app. You can report a user directly via the report icon in the BIM STATION feature, on the user's profile screen, or at the end of a video call via the "Report User" button.

As described in our [Privacy Policy](#), we may share data among our affiliates to ensure the safety of our users and take appropriate action if we believe you have violated these Terms, including banning you from our Services and/or the services of our affiliates and/or preventing you from creating new accounts. You understand and agree that we may not share your account information with you if doing so would compromise the safety or privacy of our other users.

4a REPORTING AND ITS IMPACT ON THE USE OF YOUR ACCOUNT

As indicated in Part 4 "Inappropriate Content and Misconduct; Reporting", we may take necessary measures if we believe that you have violated these Terms, including banning you from our Services and/or preventing you from creating new accounts.

In the event of a violation of these Terms by a User, their Account may be temporarily suspended at any time and then terminated automatically by BIM.

BIM may suspend the User's Account for the period necessary for verification by BIM's customer service to follow up on a report or in the event of an alleged breach of these Terms. The User whose Account is suspended will be informed by BIM on the main screen when opening the application.

The User is invited to contact BIM customer service by email to obtain additional information on the reasons for the suspension of their Account, to assert any observations they may have and/or to prove that the breach has been remedied. Each user has the possibility to make reports if it is considered that the interactions that the user may have had with another user do not comply with the Code of Ethics or these general terms and conditions of sale.

You accept that the reporting action is anonymous and that the reported user will not have access to any details of the report made.

You accept the following rules of application:

Step 1: If a user is reported by 3 different users in 72 hours, he will receive a first notification and his account will be suspended for 72 hours.

Step 2: Following this first suspension, after reactivation of his account, if the user is reported again by 3 different users in 72 hours, he will receive a notification and his account will be suspended for 15 days.



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Step 3: In the event of new reports by 3 users without time limit, the user will be banned from the BIM community for an indefinite period.

The ban is not subject to any dispute. You agree to be banned without being able to contest the reports made by other users. If within 30 days following the notice of suspension of the Account, the User has not contacted BIM customer service or if the elements provided by the User to customer service have not made it possible to repair the breach, then BIM may notify the User of the termination of his Account via the application and / or by email and inform the User of the period during which he cannot re-register on the Application.

In the absence of details, this period is set at 2 years from the notification of the termination of the Account.

Upon termination of the Account:

1. The User's profile will no longer be visible to other Users of the Application;
2. The User's data will be kept for one (1) year from this date, in particular with regard to the legal obligations imposed on BIM, then permanently deleted at the end of this period;
3. The User will not be able to reopen an Account for a maximum period of 2 years from the notification of the termination of the Account, during which period he will be included on an exclusion list.



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5. CONFIDENTIALITY

Privacy is important to us. We have a separate policy about this that you should read.

For more information on how BIM collects, uses and shares your personal data, please read our [Privacy Policy](#).

By using our Services, you agree to our use of your personal data in accordance with our [Privacy Policy](#).



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6. RIGHTS

6a. RIGHTS GRANTED TO YOU BY BIM

BIM grants you the right to use and enjoy our Services, subject to these Terms of Use.

As long as you comply with these Terms, BIM grants you a personal, worldwide, non-transferable, non-exclusive, revocable and non-transferable right to access and use our Services for the purposes intended by BIM and permitted by these Terms and applicable laws. This right and any authorization to access the Service are automatically revoked in the event of non-compliance with these Terms of Use.

6b. THE RIGHTS YOU GRANT TO BIM

You own all Content you provide to BIM, but you also grant us the right to use your Content in accordance with the terms of this Agreement.

By creating an account, you grant BIM a worldwide, perpetual, transferable, sublicensable, royalty-free right and license to host, store, use, copy, display, reproduce, adapt, edit, publish, translate, modify, reformat, incorporate into other works, publicize, distribute and otherwise make available to the public your Content, in whole or in part, in any manner and in any format or media now known or later developed. BIM's right to your Content is non-exclusive, except that BIM's right is exclusive with respect to derivative works created through the use of our Services. For example, in the case of BIM SHOW, when registering content that belongs to you, BIM's right will be exclusive. In addition, in order for BIM to prevent use of your Content outside of our Services, you authorize BIM to act on your behalf in the event of unauthorized use of your Content, retrieved from our Services by other users or third parties. BIM is not obligated to take any action regarding the use of your Content by other users or third parties. BIM's right to your Content is subject to your rights under applicable law (e.g., privacy laws to the extent that the content contains personal information, as defined by such laws).

In consideration for BIM allowing you to use our Services, you agree that we, our affiliates and our third-party partners may post advertising content on our Services. By submitting suggestions or feedback to BIM regarding our Services, you agree that BIM may use and distribute such feedback for any purpose without compensation to you.

You agree that BIM may access, preserve, and disclose your account information, including your Content, if required to do so by law or in the good faith belief that such access, preservation, or disclosure is reasonably necessary to:

1. Comply with legal process;
2. Enforce these Terms;
3. Respond to claims that any Content violates the rights of third parties;
4. Respond to your requests for customer service;
5. Protect the rights, property, or personal safety of the Company or any other person;
6. Investigate, prevent, or take other action regarding illegal activities, suspected fraud, or other wrongdoing.

6b.1 – PUSH NOTIFICATIONS

The application may send Push notifications to the User to inform them of important events, such as:



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1. A message about your activities in the app or about the activity of your contacts;
2. Notification of a request for video connections with another User via the Lounge feature;

The User can, from their iPhone or Android smartphone, adjust their preferences for push notifications.

6b.2 – NEWSLETTER AND SMS

When registering on the Application, the User agrees to receive a newsletter or SMS for information purposes from BIM. He may request to withdraw at any time by exercising his right of opposition and sending an email to contact@bim-dating.com.



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8. PURCHASES AND AUTOMATICALLY RENEWING SUBSCRIPTIONS

You will have the opportunity to purchase BIM products and services. If you purchase a subscription, it will automatically renew (and you will be charged for it) until you cancel it.

BIM may offer products and services for purchase through Google Play or Apple Pay or other external services authorized by BIM (each, an “External Service”; and any purchase made thereon, an “External Service Purchase”).

If you purchase a subscription, your subscription will automatically renew until you cancel it, in accordance with the terms communicated to you at the time of purchase, as further described below.

If you cancel your subscription, you will continue to have access to the benefits of your subscription until the end of your subscription period, at which time it will expire.

Because our Services can be used without a subscription, canceling your subscription does not delete your profile from our Services. Once your subscription is canceled and its coverage period has expired, you will have access to the features available to non-paying accounts. If you wish to cancel your account entirely, you must do so in accordance with Section 9.

BIM operates a global business, and our pricing varies based on a variety of factors. We frequently offer promotional pricing, which may vary by region, subscription length, plan size, past purchases, account activity, etc. We also regularly test new features and payment options. If you do not cancel your subscription within the specified time, your subscription will renew at the full price stated at the time of purchase, without any further action on your part, and you authorize us to charge your payment method for those amounts. To the extent permitted by law, we reserve the right, including without notice, to limit the quantity available of or terminate any product, feature, service or other offering, impose conditions on the awarding of any coupon, discount, offer or other promotion; to prohibit any user from completing a transaction, and to refuse to provide any user with a product, service or other offering.

The taxes applied are the taxes related to your country of residence as declared by you at the time of payment for your subscription.

8a. PURCHASES OF EXTERNAL SERVICES AND SUBSCRIPTIONS

Purchases of External Services, including subscriptions, are processed through your External Service account. Subscriptions renew automatically until you cancel them.

When you make a purchase on the Service, you must pay through an External Service, such as your Apple Pay wallet, Google Pay wallet, or by payment via debit or credit card. Your Account (wallet or debit/credit card) will be charged for the purchase in accordance with the terms communicated to you at the time of purchase and the terms and conditions applicable to your Account. Certain External Services may charge you sales tax, based on your location, which may change from time to time. The applicable VAT is the VAT of your country of residence as reported in the app or as reported on your Apple/Google accounts.

FOR USERS USING APPLE PAY AND GOOGLE PAY PAYMENT : If your External Service Purchase includes an automatically renewing subscription, your External Service Account will continue to be periodically charged for the subscription until you cancel it. After your initial subscription period, and again after any



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subsequent subscription period, your subscription will automatically continue for the term and price you agreed to when you signed up. If you received a discounted promotional offer, your price may increase according to the terms of that offer after the initial subscription period and for any subsequent renewal period.

To cancel a subscription: If you do not want your subscription to renew automatically, or if you want to change or cancel your subscription, you must log in to your External Service Account and follow the instructions to manage or cancel your subscription, even if you have otherwise deleted your account with us or deleted the App from your device. For example, if you want to pay using your Apple ID, cancellation is handled by Apple, not BIM. To cancel a purchase made with your Apple ID, go to Settings in the app and follow the instructions to cancel your subscription. You can also contact [Apple Support](#) for help.

Similarly, if you subscribed on Google Play, cancellation is handled by Google. To cancel a purchase made with Google Play, launch the Google Play app on your mobile device and go to Settings. You can also contact [Google Play](#) for help. If you cancel a subscription, you may continue to use the canceled service until the end of the current subscription period. The subscription will not renew at the end of the current period.

If you initiate a chargeback or otherwise cancel a payment made with your External Service Account, BIM may terminate your account immediately, in its sole discretion, on the basis that you have determined that you do not want a subscription to BIM.

If your chargeback or other payment reversal is reversed, please contact Customer Service. BIM will retain all funds debited from your External Service Account until you cancel your subscription through your External Service Account. Certain users may be entitled to a refund. See Section 8d below for more information.

FOR DEBIT/CREDIT CARD USERS : Your card will continue to be periodically charged for the subscription until you cancel. After your initial subscription period, and again after any subsequent subscription period, your subscription will automatically continue for the term and price you agreed to when you signed up. If you have benefited from a promotional discount offer, your price may increase according to the terms of that offer after the initial subscription period and for any subsequent renewal period.

To cancel a subscription: If you do not want your subscription to renew automatically, or if you wish to change or cancel your subscription, you must log in to the BIM app and follow the instructions to manage or cancel your subscription. To cancel a purchase made with your debit/credit card, go to Settings in the app and follow the instructions to cancel your subscription.

When renewing your subscription, if your card is no longer active or your account cannot be charged, your subscription will be automatically canceled with immediate effect.

8b. REFUNDS

As a general rule, all purchases are non-refundable. Special refund conditions apply in the EU, EEA, UK, Switzerland, Korea and Israel. Special refund conditions also apply in Arizona, California, Colorado, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island and Wisconsin.

Generally, all purchases are final and non-refundable, and there are no refunds or credits for partially used periods, unless applicable laws in your jurisdiction provide for refunds.



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For subscribers residing in the EU, EEA, UK and Switzerland :

Our services are performed online and subscribed remotely. Our service provision begins at the time of payment and you have the enjoyment of our service as soon as the payment is accepted by our bank. By accepting these conditions and using our service, you agree to waive your legal withdrawal period in accordance with the legislation in force.

For subscribers residing in the states of Arizona, California, Colorado, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, Wisconsin, and Israel :

Your Right to Cancel: You may cancel your subscription, without penalty or obligation, at any time before midnight on the third business day following the date of your subscription. If you die before the end of your subscription period, your estate will be entitled to a refund of the portion of your subscription payment that is attributable to the period after your death. If you become disabled (to the extent that you can no longer use our Services) before the end of your subscription period, you will be entitled to a refund of the portion of your subscription payment that is attributable to the period after your disability, by notifying the Company in the same manner as you request a refund, as described below.



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9. ACCOUNT TERMINATION

If you no longer wish to use our Services, or if we terminate your account for any reason, at any time and without notice, here's what you need to know.

You may delete your account at any time by logging into the Application, going to "Settings", clicking "Delete Account", and following the instructions to complete the deletion process. **However, you will need to cancel or manage any External Service Purchases through your External Service Account (e.g. Apple Store or Google Play) to avoid any additional charges.**

When the User wishes to use the Application again, he/she is required to re-register under the same conditions as for the first registration. When deleting the Account:

1. The User's profile will no longer be visible to other Users of the Application nor will its Content be shared;
2. The User's data will be kept for one (1) year from this date, in particular with regard to the legal obligations imposed on BIM, then permanently deleted at the end of this period;
3. The User will not be able to reactivate his/her old Account.

BIM reserves the right to investigate and, if necessary, suspend or terminate your account without refund if BIM believes that you have violated these Terms, made abusive use of our Services, or that you have behaved in a manner that BIM considers inappropriate or illegal, on or outside of our Services. We reserve the right to use any personal, technological, legal or other means available to us to enforce the Terms, at any time, without liability and without the obligation of notice, including, but not limited to, preventing you from accessing the Services.

If your account is terminated by you or BIM for any reason, these Terms will continue to apply between you and BIM, and you will not be entitled to any refund for any purchases made. Your information will be retained and deleted in accordance with **Privacy Policy**.



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10. NO CRIMINAL BACKGROUND OR IDENTITY CHECKS

BIM does not conduct criminal background or identity checks on its users. While BIM strives to encourage a respectful user experience, it is not responsible for the conduct of any user on or off the Service. Use your best judgment when interacting with others and review our [Dating Safety Tips](#).

YOU UNDERSTAND THAT BIM DOES NOT CONDUCT CRIMINAL BACKGROUND OR IDENTITY CHECKS OR INVESTIGATIONS INTO ITS USERS' BACKGROUNDS. BIM MAKES NO WARRANTIES AS TO THE BEHAVIOR, IDENTITY, HEALTH, PHYSICAL CONDITION, INTENTIONS, LEGITIMACY OR TRUTHFULNESS OF ANY USER. BIM RESERVES THE RIGHT TO CONDUCT, AND YOU AUTHORIZE BIM TO CONDUCT, ANY CRIMINAL BACKGROUND OR OTHER CHECKS (SUCH AS SEX OFFENDER REGISTRY SEARCHES) AT ANY TIME USING AVAILABLE PUBLIC RECORDS, AND YOU AGREE THAT ANY INFORMATION YOU PROVIDE MAY BE USED FOR THIS PURPOSE. IF THE COMPANY DECIDED TO CONDUCT A SCREENING THROUGH A CONSUMER REPORTING AGENCY, YOU HEREBY AUTHORIZE THE COMPANY TO OBTAIN AND USE A REPORT ABOUT YOU FOR THE PURPOSE OF DETERMINING YOUR ELIGIBILITY UNDER THESE TERMS.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS. WE CANNOT GUARANTEE YOUR SAFETY, AND ARE NOT A SUBSTITUTE FOR [DATING SAFETY TIPS](#) OR OTHER REASONABLE PRECAUTIONS. ALWAYS USE YOUR BEST JUDGMENT AND TAKE APPROPRIATE SAFETY PRECAUTIONS WHEN COMMUNICATING WITH OR MEETING NEW PEOPLE. COMMUNICATIONS RECEIVED THROUGH THE SERVICE, INCLUDING AUTOMATIC NOTIFICATIONS SENT BY BIM, MAY RESULT FROM USERS INTERACTING WITH THE SERVICE FOR INAPPROPRIATE PURPOSES, INCLUDING FRAUD, ABUSE, HARASSMENT, OR OTHER INAPPROPRIATE CONDUCT. While BIM strives to encourage a respectful user experience, it is not responsible for the conduct of any user on or off the Service. You agree to exercise caution in all interactions with other users, particularly if you decide to engage in communication outside of the Service or meet in person.



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11. DISCLAIMER

The BIM Services are provided “as is,” and we do not, and cannot, make any representations about the content or characteristics of our Services or User Content.

BIM GROUP PROVIDES OUR SERVICES ON AN “AS IS” AND “AS AVAILABLE” BASIS AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO OUR SERVICES (INCLUDING ALL CONTENT CONTAINED THEREIN), INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

BIM DOES NOT REPRESENT OR WARRANT THAT

A) OUR SERVICES WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE;

B) ANY DEFECTS OR ERRORS IN OUR SERVICES WILL BE DISCOVERED OR CORRECTED;

C) ANY CONTENT OR INFORMATION YOU OBTAIN ON OR THROUGH OUR SERVICES WILL BE ACCURATE, COMPLETE, CURRENT OR APPROPRIATE FOR YOUR PURPOSES. FURTHERMORE, BIM MAKES NO WARRANTY AS TO THE NUMBER OF ACTIVE USERS AT ANY TIME, THE ABILITY OR DESIRE OF USERS TO COMMUNICATE WITH OR MEET YOU, OR THE ULTIMATE COMPATIBILITY WITH ANY USERS YOU MEET THROUGH THE SERVICES OR THE CONDUCT OF THEM.

BIM ASSUMES NO RESPONSIBILITY FOR CONTENT THAT YOU OR ANY OTHER USER OR THIRD PARTY POSTS, SENDS, RECEIVES OR USE THROUGH OUR SERVICES, AND ASSUMES NO RESPONSIBILITY FOR THE IDENTITY, INTENTIONS, LEGITIMACY, OR TRUTHFULNESS OF ANY USERS WITH WHOM YOU MAY COMMUNICATE THROUGH BIM. YOU ACCESS ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SERVICES AT YOUR OWN DISCRETION AND RISK.

BIM IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER HARDWARE, SOFTWARE OR OTHER EQUIPMENT OR TECHNOLOGY, INCLUDING, WITHOUT LIMITATION, DAMAGE CAUSED BY ANY SECURITY BREACH OR BY ANY VIRUS, BUGS, TAMPERING, HACKING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE, OR ANY OTHER TECHNICAL OR OTHER INTERRUPTION OR FAILURE.



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12. DATA RETENTION

BIM retains the User's data for the entire period necessary for the use of the User's Account, i.e. for :

1. The User's registration period plus one year;
2. The reporting period for processing relating to reporting fraudulent behavior;
3. A period of three years when your account has been suspended;
4. The legal period of 12 months for cookies (website);
5. The period of 12 months for data used to perform statistical analyses.

It should be recalled that BIM is required to retain certain personal data of Users for a period of one year on the basis of the **REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)**. BIM undertakes to provide the best efforts and all means at its disposal to ensure maximum security of the stored data. It is also the User's responsibility to take appropriate measures to protect their data.

BIM refuses to collect data on minor children. In the event of a User lying about their date of birth and more particularly in the event of fraudulent certification of their majority, the parents of the minor child are invited to inform BIM by sending an email to the address indicated in the introduction to this document, in order to request the deletion of the data. BIM undertakes to delete all personal data concerning the minor child as soon as possible.

12.a - Transfer of data outside the EU

When registering, the user expressly accepts that his/her data may be transmitted to BIM subcontractors located outside the European Union, for the purposes of conducting statistical studies, assisting Users and, where applicable, hosting the data processed by the Application.

BIM guarantees that these transfers are carried out under conditions that guarantee the confidentiality and security of the data as well as an adequate level of protection in accordance with the regulations in force (in particular by the standard contractual clauses of the European Commission).

12.b. Cookies

For more information, see our cookies and google analytics policy.



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13. ADS AND THIRD PARTY CONTENT

You may see third-party advertisements and promotions on our Services. BIM does not endorse and is not responsible for your interactions with these products or services.

Our Services may contain advertisements and promotions offered by third parties and links to other websites, mobile applications or resources. BIM is not responsible for the availability (or lack thereof) of external websites, resources or their content. Furthermore, BIM is not responsible for and does not endorse the products or services that may be offered by third-party websites or resources. If you choose to interact with third parties made available to you through our Services, the terms of those third parties will govern their relationship with you. BIM is not responsible for the terms or actions of such third parties.



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14. LIMITATION OF LIABILITY

BIM's liability is limited to the maximum extent permitted by applicable law.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BIM, ITS AFFILIATES, EMPLOYEES, LICENSORS OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE, FIXED OR ENHANCED DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (I) YOUR ACCESS TO, USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (II) THE CONDUCT OR CONTENT OF ANY USER OR THIRD PARTY ON, THROUGH OR IN CONNECTION WITH OUR AFFILIATES' SERVICES; OR (III) ANY UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR CONTENT, EVEN IF BIM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY'S AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS RELATING TO THE SERVICES EXCEED THE GREATER OF: A) €100 OR B) THE GREATER OF THE AMOUNTS PAID, IF ANY, BY YOU TO BIM FOR THE SERVICES DURING THE TWENTY-FOUR (24) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE YOU FIRST FILED ANY LAWSUIT, ARBITRATION OR OTHER LEGAL PROCEEDING AGAINST BIM, WHETHER LEGAL, STATUTORY OR EQUITABLE, IN A COURT.

THE LIMITATION OF DAMAGES SET FORTH IN THE IMMEDIATELY PRECEDING SECTION APPLIES (i) REGARDLESS OF THE THEORY OF LIABILITY (WHETHER IN TORT, CONTRACT, TORT, CONTRACTUAL, DETECTIVE, STATUTORY OR OTHERWISE); (ii) REGARDLESS OF THE TYPE OF BREACH OF RIGHTS, PRIVILEGES OR OBLIGATIONS; AND (iii) IN CONNECTION WITH ALL EVENTS, THE SERVICE AND THIS AGREEMENT.

THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS SECTION 14 WILL APPLY EVEN IF YOUR REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.



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15. DISPUTE RESOLUTION SECTION

In the unlikely event that we have a legal dispute, this is how the Parties agree to proceed, unless prohibited by applicable law. The applicable law to resolve disputes is Luxembourg law.

Any paragraph in this Dispute Resolution Section that is prohibited by law does not apply to users residing in that territory, including paragraphs 15b, 15c which do not apply to users residing in the EU, EEA, UK or Switzerland. The European Commission's online dispute resolution platform is available on the [Online Dispute Resolution page of the European Commission's website](#).

15a. FUTURE MODIFICATIONS AND RETROACTIVE APPLICATION

This Dispute Resolution Section 15 applies to all disputes between the Parties, including any claim filed against you or BIM prior to your consent to this Agreement and any claim filed against you or BIM after your consent to this Agreement. Notwithstanding anything to the contrary in this Agreement, you may elect to waive the retroactive application of this Dispute Resolution Section 15 with respect to claims filed against you or BIM prior to the date of your consent to this Agreement. You may opt out by sending us written notice, within thirty (30) days of your consent to this Agreement, to the following email address: serviceclient@bim-dating.com.

Please do not send your customer service requests to serviceclient@bim-dating.com as they will not be processed; such requests should be directed to our customer service department. You must include sufficient information to identify your accounts, such as the telephone number associated with your accounts, and include a statement that you are waiving the retroactive application of Section 15 on Dispute Resolution.

Please note that if you opt out of the retroactive application of this Section 15 on Dispute Resolution, you will still be subject to the dispute resolution provisions and arbitration procedures to which you have already agreed, including the arbitration provisions, class action waivers, and retroactive application sections. In addition, whether or not you opt out of the retroactive application of these changes, the Parties will resolve any claims that are brought against you or BIM after your consent to this Agreement in accordance with this Dispute Resolution Section.

15b. APPLICABLE LAW

Luxembourg law and European arbitration regulations will apply to any Dispute (unless prohibited by law).

The laws of Luxembourg, without regard to its conflict of laws rules, explicitly apply to any dispute arising out of or related to this Agreement or our Services, and the dispute resolution process set forth in Section 15 is governed by Luxembourg law.

15c. CHOICE OF VENUE/STANDARD

To the fullest extent permitted by law, claims that are not arbitrated for any reason must be litigated in the state of Luxembourg.

Except where prohibited by law, including for users residing in the EU, EEA, UK or Switzerland, who may bring claims in their country of residence in accordance with applicable law, any claim arising out of or



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relating to this Agreement (including any challenge to the class action waiver provision in Section 15b), or relating to our Services or your relationship with BIM that for any reason is not subject to arbitration, will be resolved exclusively in the courts of the State of Luxembourg. You and BIM agree to submit to the exclusive jurisdiction of the courts of the State of Luxembourg and waive any claim that such courts are not convenient venue.



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16. ACCEPTANCE OF TERMS

By using our Services, you agree to the Terms of this Agreement.

By using our Services, whether through a mobile device, mobile application, or computer, you agree to be bound by (i) these Terms, as we may amend from time to time, (ii) our [Privacy Policy, Ethics Charter, and Dating Safety Tips](#), and (iii) any Additional Terms at the time of purchase. If you do not accept and agree to abide by all of the Terms of this Agreement, you may not use our Services.

All pronouns and their variations are deemed to refer to the masculine, feminine, neuter, singular, or plural depending on the identity of the entities or persons referred to.

16a. COMPENSATION BY YOU

You agree to indemnify BIM if a claim is filed against BIM due to your actions.

You agree, to the extent permitted by applicable law, to indemnify, defend and hold harmless BIM, our affiliates, and their and our respective officers, directors, agents and employees from and against any and all complaints, demands, claims, damages, losses, costs, liabilities and expenses, including attorneys' fees, due to, arising out of or in any way related to your access to or use of our Services, your Content, your conduct toward other users or your violation of this Agreement. SOME JURISDICTIONS DO NOT ALLOW INDEMNIFICATION, SO SOME OR ALL OF THIS SECTION MAY NOT APPLY TO YOU.

16b. FULL AGREEMENT

This Agreement supersedes any prior understanding or representation.

These Terms together with the [Privacy Policy, Ethics Charter, and Dating Safety Tips](#) and any Additional Purchase Terms, constitute the entire agreement between you and BIM regarding the use of our Services.

The Terms supersede all prior agreements, representations and understandings between us, whether written or oral. If any provision of these Terms is held to be invalid, illegal or unenforceable, the remaining provisions of the Terms will remain in full force and effect. The Company's failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. You agree that your BIM account is not transferable and that all of your rights in and to your account and its contents terminate upon your death, unless otherwise required by law. The rights and licenses granted hereunder may not be transferred or assigned by you, but may be assigned by us without restriction. No agency, partnership, joint venture, fiduciary or other special or employment relationship is created as a result of this Agreement, and you may not make any representations on behalf of BIM or bind BIM in any way.