

TERMS OF SERVICE

Last Updated: 1 April 2025

These Terms of Service (the “**TOS**”) set forth the legally binding terms for your use of Hotmate.ai and/or any of our online channels, platforms, products, or services, including all content contained therein (the “**Services**”). Services include any affiliated website to which you may be redirected from Hotmate.ai.

The Services are owned and operated by Hotmate Ltd, a company incorporated and existing under the laws of Cyprus, registration number HE 475961 (the “**Company**”).

By accessing and/or using the Services, you agree to be bound by these TOS. You understand and agree that your access and/or use of the Services is acceptance of these TOS and of all other policies published on <https://hotmate.ai/> and updated from time to time (the “**Policies**”).

IF YOU DO NOT AGREE TO THESE TOS OR THE POLICIES, YOU MUST NOT ACCESS OR USE THE SERVICES.

PLEASE NOTE: THESE TOS CONTAIN A BINDING ARBITRATION PROVISION IN SECTION 15 THAT AFFECTS YOUR RIGHTS WITH RESPECT TO ALL SERVICE(S). THE ARBITRATION PROVISION REQUIRES THAT DISPUTES BE RESOLVED IN ARBITRATION ON AN INDIVIDUAL BASIS. IN ARBITRATION, THERE IS NO JUDGE OR JURY, AND THERE IS LESS APPELLATE REVIEW THAN IN COURT.

FURTHERMORE, THESE TOS CONTAIN DISCLAIMERS OF WARRANTIES, LIMITATIONS OF LIABILITY, AND A CLASS ACTION WAIVER.

Our Services are intended and made available for personal, non-commercial use only. You agree not to use the Services for any commercial, illegal, or unauthorized purpose.

For purposes of the TOS, “you” and “your” means you as the user of the Services.

ALL CONVERSATIONS BETWEEN USERS AND AI COMPANIONS (AS DEFINED BELOW) ON THE SERVICES ARE ENTIRELY FICTIONAL AND SHOULD BE TREATED AS SUCH. THE AI COMPANIONS ARE ARTIFICIAL INTELLIGENCE CHARACTERS DESIGNED TO SIMULATE HUMAN-LIKE INTERACTIONS, BUT THEY DO NOT POSSESS GENUINE EMOTIONS, INTENTIONS, OR THE ABILITY TO FULFILL PROMISES IN THE REAL WORLD. ANY ELEMENTS WITHIN THE CONVERSATIONS THAT MAY RESEMBLE REALITY, SUCH AS OFFERS OF REAL-LIFE MEETINGS OR PROMISES OF TANGIBLE OUTCOMES, ARE ENTIRELY FAKE AND SHOULD NOT BE TAKEN SERIOUSLY. WE DO NOT ASSUME RESPONSIBILITY FOR ANY CONFUSION OR MISUNDERSTANDINGS IN THIS REGARD. USERS ARE ENCOURAGED TO KEEP IN MIND THAT THE AI COMPANIONS EXIST SOLELY WITHIN THE DIGITAL REALM OF THE PLATFORM, AND ANY EXPECTATIONS OR BELIEFS BEYOND THAT REALM ARE NOT SUPPORTED OR ENDORSED BY THE COMPANY. THE COMPANY BEARS NO LIABILITY FOR ANY PSYCHOLOGICAL OR EMOTIONAL ATTACHMENTS DEVELOPED BY THE USER, AND THE USER BEARS SOLE RESPONSIBILITY FOR MAINTAINING REAL-WORLD RELATIONSHIPS AND SEEKING PROFESSIONAL ASSISTANCE AS NEEDED. THE USER AGREES TO UTILIZE THE SERVICE RESPONSIBLY AND NOT RELY ON IT AS A PRIMARY SOURCE OF EMOTIONAL SUPPORT OR COMPANIONSHIP.

We may change, modify, supplement, or remove these TOS on this website page from time to time in our sole discretion.

If any changes to these TOS may affect your use of the Service or your legal rights as the user of our Services, we'll strive to notify you before the update's effective date by sending an email to the email address connected with your account or by any other convenient means. Such updates will be effective no less than 5 (five) calendar days from the date of notification.

Any other changes will be notified to you only by updating the “Last updated” date of these TOS and you waive any right to receive specific notice of each such change.

If you don't agree to the revisions, please stop using the Service, delete your account, or cancel your Subscription (as defined below) before the effective date of the TOS. By continuing to use or access the Service after the updates come into effect, you agree to be bound by the revised TOS.

IF YOU DO NOT AGREE WITH ANY PART OF THESE TOS, OR IF YOU ARE NOT ELIGIBLE OR AUTHORIZED TO BE BOUND BY THESE TOS, THEN DO NOT ACCESS OR USE THE SERVICES.

1. GENERAL

- 1.1. The Services are an online chat application that uses AI algorithms to generate virtual and fictional characters (the **"AI Companions"**), with whom you can chat and exchange messages. The Services also include, but are not necessarily limited to, other media, such as images and videos.
- 1.2. Parts of our Services may require you to create an account with an email and password or other available login methods. If you register an account, you represent and warrant to the Company that: (i) all required registration information you submit is truthful and accurate; (ii) you will maintain the accuracy of such information; and (iii) your use of the Service does not violate any applicable law or regulation or these TOS.
- 1.3. The Service is not intended to be used by individuals under the age of 18. You hereby represent and warrant to the Company that you meet the foregoing qualification. To register the account, you must be a human. Accounts registered by "bots" or other automated methods are not permitted.
- 1.4. You agree to, from time to time as necessary, update any information associated with your account (including but not limited to, your email, payment information, subscriptions, or other supplemental information as the case may be) so that it remains current, accurate and correct at all times. You also agree to protect the confidentiality of your account and password and to prohibit others from accessing your account.
- 1.5. You are fully responsible for all activities occurring under your login credentials and account. Your account is non-transferable. You cannot sell, lend, or otherwise share it with any other person, for commercial purposes or free of charge.
- 1.6. We reserve the right to terminate or restrict your account or otherwise revoke access to the Services at any time if we, in our sole discretion, have reason to believe or suspect that you have violated these TOS or our other policies. You agree that we will not be liable to you or any third party for, without limitation, any denial of use of the Services, any change of costs for third-party services, fees, or other obligations arising from suspension, or termination of your account.
- 1.7. Some Services may be available only for paid subscribers. Your subscription will begin after the initial payment, and the payment should be made pursuant to the terms presented at the time of the purchase. You are responsible for payment of all fees, charges and taxes (as applicable) related to the transaction. We are not responsible for any costs and disclaim any liability arising from your use of a third-party distribution platform that is not indicated or recognized by us.
- 1.8. We prioritize the safety and well-being of our users. In using the Services and/or conversing with AI Companions, you should not disclose sensitive personal information, including, for example, financial details, addresses, contact information, or passwords. You are solely responsible for protecting your personal information and should be aware of potential risks associated with transmitting information online. We encourage users to report any suspicious or inappropriate behavior encountered on the platform, as we are committed to maintaining a safe and respectful environment for all users.

2. UNDERAGE POLICY

- 2.1. We have implemented some measures to prevent the registration of underaged users. If you believe your child has improperly accessed the Services, please contact us using the contact information below, so that we can block further access.

- 2.2. The Services generally include AI-generated adult content for registered users only. Free services, generally, do not include adult content images. Adult content images can only be viewed or accessed by users who have paid via payment methods that require the holder to be at least 18 years old (or the age of majority in their jurisdiction). Therefore, users must be of legal age to access and engage with such content.
- 2.3. By using the Services, users affirm that they meet the minimum age requirement and are legally permitted to access adult content.
- 2.4. When entering the website, users encounter an age gate designed to restrict entry to individuals who are not of legal age is presented to the user. Users must affirm that they are above 18, and this information is used to verify their eligibility to access the website.
- 2.5. A transparent disclaimer emphasizes that users must be 18 years or older to access our Services.
- 2.6. Providing inaccurate information about your age constitutes a violation of our TOS. The Company cannot be held responsible for any inaccuracies or misrepresentations regarding user age. It is the user's responsibility to ensure compliance with their local laws and regulations regarding the access and consumption of adult content.

3. FEES AND PAYMENT TERMS

- 3.1. As a free user, you may send a limited number of messages to AI Companions. Further use requires registration and a subscription, which may be billed either monthly, quarterly, or annually. After payment of a subscription fee, you will receive unlimited access to the messaging system and may receive some additional tokens (sparkles) that can be used to access extended features of the Services. Sparkles cannot be transferred to different users or accounts.
- 3.2. You agree to pay all fees or charges for the Services in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. As a condition of subscribing to the Service, you must provide the Company's third-party payment processor with a valid credit or debit card number (the "**Payment Method**").
- 3.3. You will be responsible for paying the subscription fee in the amount indicated on the relevant payment page for the use of the Services (the "**Subscription Fee**"). The Company may suspend your use of the Services, without liability to the Company, in the event that any amounts payable by you are past due or you are otherwise in breach of these TOS.
- 3.4. Unless you cancel your Subscription before the end of your current subscription period, your subscription will automatically renew for another period of the same duration, and your payment method will be charged the applicable Subscription Fee. We will notify you via email of your Subscription's impending conclusion at least five calendar days before it expires, reminding you of the upcoming automatic renewal. BY PURCHASING THE SUBSCRIPTION, YOU AGREE THAT COMPANY WILL BE ABLE TO CHARGE YOUR PAYMENT METHOD EACH DESIGNATED PERIOD (e.g., MONTHLY) ON THE DAY CORRESPONDING TO THE DATE YOU PURCHASED THE SUBSCRIPTION UNLESS YOU CANCEL YOUR SUBSCRIPTION, AS FURTHER DESCRIBED BELOW. IN SOME CASES, YOUR PAYMENT DATE OR BILLING CYCLE MAY CHANGE, FOR EXAMPLE, IF YOUR PAYMENT METHOD HAS NOT SUCCESSFULLY SETTLED, WHEN YOU CHANGE YOUR SUBSCRIPTION, OR IF YOUR SUBSCRIPTION BEGAN ON A DAY NOT CONTAINED IN A GIVEN MONTH.
- 3.5. The Company reserves the right to change the pricing structure at any time to the maximum extent permitted by applicable laws. We will give you reasonable notice of any such pricing changes by posting the new prices on our website and/or by sending you an email notification, or in other prominent ways. If you do not wish to pay fees, you can abstain from pre-paying for access to the Service and delete the account.
- 3.6. The Company may introduce special offers (e.g., "hot" prices for Subscriptions, discounts, sales, etc.), information about which will be provided on our website. Special offers and

promotions are no longer valid once they are changed or removed or after any end date or time specified in the offer.

- 3.7. The payments required under this section do not include any Sales Tax (as defined below) that may be due in connection with the Services provided under these TOS. If the Company determines it has a legal obligation to collect a Sales Tax from you in connection with these TOS, the Company shall collect such Sales Tax in addition to the payments required under this clause. If any services, or payments for any services under these TOS are subject to any Sales Tax in any jurisdiction and you have not remitted the applicable Sales Tax to the Company, you will be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority, and you will indemnify the Company for any liability or expense the Company may incur in connection with such Sales Taxes. Upon the Company's request, you will provide it with official receipts issued by the appropriate taxing authority or other such evidence that you have paid all applicable taxes. For purposes of this clause, "**Sales Tax**" shall mean any sales or use tax, value-added tax, and any other tax measured by sales proceeds that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.
- 3.8. You agree to make all payments of fees to the Company free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments of fees to the Company will be your sole responsibility, and you will provide the Company with official receipts issued by the appropriate taxing authority or such other evidence as we may reasonably request to establish that such taxes have been paid.

4. REFUNDS

- 4.1. You have 14 days to withdraw from a contract without giving any reason and without incurring any costs.
- 4.2. Subject to the above clause, to exercise the right of withdrawal, you must inform us of your decision to withdraw from this contract by e-mail. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.
- 4.3. If you withdraw from this contract within the said 14-day window, we shall reimburse you the relevant subscription fee prorated from the date you request cancellation to the end of the relevant subscription period you have paid for. We will make the reimbursement without undue delay, and in any event, not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.
- 4.4. If you have been presented with, and you have provided your prior express consent to begin the performance during the right of the withdrawal period and acknowledgement that you will lose your right of withdrawal, then, unless the Service is defective, you will not be eligible for a refund in relation to digital content and will only be eligible to a proportional refund in relation to digital service. If this provision applies, we will provide you with a copy of the confirmation of your prior express consent and acknowledgement on a durable medium.

5. CANCELLATION OF SUBSCRIPTION

- 5.1. You can cancel your subscription at any time by going to within your account. If you choose to cancel, your subscription will remain active until the end of the current billing period, and you will not be charged for the subsequent period.
- 5.2. Upon canceling your subscription, you will retain access to your account and all associated features until the end of the current billing period. At the conclusion of this billing period:
- Services access: Your access will be restricted to the free version of the Services. You will no longer have access to premium features and content that are exclusive to paid subscriptions.

- Sparkle usage (if applicable): Any remaining sparkles in your account will expire and become unusable. Please use your sparkles before the end of the billing period, as they will not carry over or be refunded after your subscription ends. You may resubscribe to our Services anytime to regain access to premium features and content. However, any sparkles from previously canceled subscriptions that were not used within the relevant billing period cannot be carried over to a new subscription.

6. INTELLECTUAL PROPERTY

- 6.1. The intellectual property in the Services and any embedded materials (including without limitation technology, systems, files, documents, text, photographs, information, images, videos, audio, and software, individually or in combination) are owned by or licensed to the Company or the third parties. You may access and/or register to view, use, and display the Services and their content on your devices for your personal use only.
- 6.2. The Company hereby provides you with a license for personal use only. This license does not constitute a transfer of title under any circumstances. This license shall automatically terminate if you violate any of the restrictions of these TOS or other policies and may be terminated by us at any time.
- 6.3. As a clarification, all intellectual property rights associated with Hotmate.ai, including the AI characters, platform design, logos, and any proprietary software or technology, are the sole property of the Company or its licensors. Users are prohibited from reproducing, modifying, distributing, or using any intellectual property without explicit authorization. Any unauthorized use may result in legal consequences.

7. YOUR CONTENT

- 7.1. You may provide input while using the Services and receive output based on your input. Input and output are collectively referred to as **“Content”**. Input is limited to chats and prompts visible to you within your private account. You represent and warrant that you have all rights, licenses, and permissions needed to provide input while using the Services.
- 7.2. You retain your intellectual property ownership rights over your input.
- 7.3. We will never claim ownership of your input, but we require a license from you to use it. When you use the Services to provide input covered by intellectual property rights, you grant to us a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to use, distribute, modify, run, copy, publicly display, translate, or otherwise use your Content to provide, maintain, develop, and improve our Services, comply with applicable law, enforce our terms and policies, and keep our Services safe.

8. RESTRICTIONS OF CONDUCT AND PROHIBITED CONTENT

- 8.1. The following content, including but not limited to text, images, videos, and any other AI-generated content created on our platform is prohibited:
 - **Illegal Content:** Content that contravenes local, national, or international laws and regulations is strictly prohibited. This includes, but is not limited to, content associated with illegal drugs, weapons, violence, or activities that advocate or endorse illegal actions, including actual, claimed, or role-played exploitation, abuse, or harm of individuals under the age of 18, incest, bestiality, necrophilia, rape, or sexual assault.
 - **Hate Speech and Discrimination:** We do not tolerate content that promotes hate speech, discrimination, or harassment based on various factors, including race, ethnicity, nationality, religion, gender, sexual orientation, disability, or any other protected characteristic.
 - **Prohibited items,** including weapons or controlled substances used in a manner that threatens or may cause harm to yourself or a third party.

- Violence and Harm: Content that encourages, glorifies, or promotes violence, self-harm, or harm to others is strictly prohibited. This includes content that endorses suicide, terrorism, or any form of harm.
- Child Exploitation: We have a zero-tolerance policy toward child sexual abuse material (CSAM) and any content that exploits or endangers minors, including but not limited to CSAM, sexual exploitation, or any form of harm or harassment towards minors.
- Content Resembling Minors: It is strictly prohibited trying to generate AI content resembling minors. We are committed to ensuring that AI-generated content on our platform does not bear any resemblance to minors or exploit their likeness. Attempts to generate AI content resembling minors will be flagged, reviewed, and removed according to our moderation controls.
- Infringement on Privacy and Copyright: Any content that infringes upon the privacy, copyrights, trademarks, or intellectual property rights of individuals or entities is not permitted. This includes sharing personal information without consent, pirated content, or any unauthorized use of copyrighted material.
- Impersonation and Celebrity Content: Deceptive or harmful impersonation of real individuals, public figures, or celebrities is prohibited. This encompasses any misleading attempts to impersonate or misrepresent others.
- Prohibited bodily fluids, including urine or excrement.
- Inaccurate information, including misleading descriptions of media or account information.
- Public nudity, including explicit conduct in a place where the general public is present or where other people are reasonably likely to see, including in an avatar or header image.

8.2. In accessing and using the Services, you agree to follow rules, restrictions, and limitations:

- You will not modify, translate, adapt, or reformat any aspect of the Services;
- You will not decipher, decompile, disassemble, reverse-engineer, or otherwise attempt to discover the source code or structure of the software or materials comprising the Services (except where the foregoing is permitted by applicable local law notwithstanding such restrictions, and then only to the extent that such intended activities are disclosed in advance in writing to us);
- You will not interfere with or circumvent any security feature of the Services or any feature that restricts or enforces limitations on the use thereof;
- You will not use the Services to gain unauthorized access to our or any third party's data, systems, or networks;
- You will not use the Services in any manner that could damage, disable, overburden, impair, or otherwise interfere with or disrupt our systems and networks or other users' use of the Services;
- You will not use the Services in any way that, in our sole discretion, may expose us and others to liability or damages;
- You will not use the Services to achieve unlawful ends, to offend others, or to commit a crime;
- You will not remove, change, or obscure any copyright, trademark notice, trademark, hyperlink, or other proprietary rights notices contained in or associated with the Services; and

- You will comply with all applicable laws in your access and use of the Services, including the laws of the jurisdiction where you live and/or access the Services.
- 8.3. As a user of the Services, you are solely responsible for the output generated by the AI Companions through your input, including any text messages and videos. The AI Companions respond based on the conversations you lead and the settings you select. You understand and agree that the Company does not control or endorse any content generated by the AI Companions and that you are fully responsible for any output generated by the AI and for your own actions while using the Services. You must ensure that your interactions with the AI Companions comply with applicable laws, regulations, these TOS, and all Policies, and you shall not engage in any illegal, unethical, or harmful activities while using the Services.
- 8.4. The Company shall not be held responsible for any action taken or choice made by a user following their interactions with AI Companions. As an AI-driven platform, the AI Companions are programmed to simulate human-like conversations, but their responses are generated based on algorithms and machine learning. We do not endorse or take responsibility for any actions, decisions, or consequences that may arise from the user's engagement with the AI Companions. Users should exercise their own judgment and discretion while interacting with the AI Companions and refrain from engaging in any activities that could potentially cause harm or violate any applicable laws or regulations.
- 8.5. While conversations between users and AI Companions are generally confidential, we have implemented content moderation controls to ensure compliance with our TOS and other Policies. If our moderation controls detect anything that violates our TOS or Policies, we may manually review the flagged content and/or other content associated with the account and take appropriate action. This may include removing content, terminating the user's account or reporting the content to appropriate authorities.

9. DMCA POLICY

Notification Procedures

- 9.1. We respect the intellectual property rights of others. If you believe that material located on or linked to by the Services violates your copyright or trademark, please send a notice of claimed infringement to complaints@hotmate.ai with the subject "Takedown Request," and include the following:
- Your physical or electronic signature.
 - Identify the copyrighted work (or mark) you believe to have been infringed or, if the claim involves multiple works, a representative list of such works.
 - Identify the material you believe to be infringing sufficiently precisely and detailedly to allow us to locate that material.
 - Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
 - A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
 - A statement that the information in the written notice is accurate.
 - A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.
 - If the copyright owner's rights arise under the laws of a country other than the United States, please identify the country.
- 9.2. Upon receipt of a notice that complies with the foregoing, we reserve the right to remove or disable access to the accused material or disable any links to the material; notify the party accused of infringement that we have removed or disabled access to the identified material;

and terminate access to and use of the Services for any user who engages in repeated acts of infringement.

- 9.3. Please be aware that if you knowingly misrepresent that material or activity on the Services infringes your copyright, you may be liable for damages (including costs and attorneys' fees).

Counter-Notification Procedures

- 9.4. If you believe that material was removed or access to it was disabled by mistake or misidentification, you may file a counter-notification with us by submitting a written notification to our copyright agent designated above. Such notification must include substantially the following:

- Your physical or electronic signature.
- An identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled due to a mistake or misidentification of the material to be removed or disabled.
- A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which the Services may be found) and that you will accept service from the person (or an agent of that person) who provided us with the complaint at issue.
- Our designated agent to receive counter-notices is the same as the above agent.

- 9.5. Please be aware that if you knowingly materially misrepresent that material or activity on the Services was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorney's fees).

10. CONTENT REMOVAL POLICY

- 10.1. Content on the Services is AI-generated. However, where AI-generated content unintentionally resembles actual persons, we are dedicated to promptly addressing the issue and/or any concerns.
- 10.2. If a user believes that any content on our Services bears resemblance to them or another actual person, they can request its removal by contacting our support team at complains@hotmate.ai. We will thoroughly review the request and take appropriate action within a reasonable timeframe.
- 10.3. To ensure the accuracy and legitimacy of content removal requests, we may request the user to provide adequate evidence of their identity or relationship to the person depicted in the content. This verification process is implemented to responsibly handle requests and safeguard the rights and interests of all users.
- 10.4. Upon verification and confirmation of a valid content removal request, the specified content will be removed from the Services in a timely manner. We aim to complete this process promptly while ensuring compliance with applicable laws and regulations.
- 10.5. We respect user privacy throughout the entire content removal process. All requests are treated strictly confidential, and we do not disclose any personal information or details of the requests to any third parties without explicit consent unless required by law.

11. NO GUARANTEE OF ACCURACY OR PERFECTION

The content in our Services is AI-generated and created on demand. By using our Services, you understand and agree that there are limitations inherent in emerging AI technology, and content on the platform may not be accurate or perfectly match your preferences and expectations. Additionally, our content moderation controls may moderate or alter your request before an output is generated, for example, if your request contains or seeks prohibited content. We make every effort to provide the best possible technology and experience for our users, and we appreciate your understanding as we constantly further refine our Services.

You also acknowledge and agree that the AI Companion's output shall not be construed as professional advice, including but not limited to medical, legal, or mental health guidance. You assume sole responsibility for any actions taken based on AI interactions.

Notwithstanding any efforts to ensure appropriate and consistent AI responses, the Company bears no liability for: (i) inappropriate, offensive, or confusing content; (ii) contextually inappropriate responses; (iii) misunderstood requests; (iv) inconsistent responses; or (v) discontinuity in conversations. The user acknowledges these inherent technological limitations.

12. DISCLAIMER OF WARRANTIES; LIMITATIONS OF LIABILITY

THE SERVICES ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS AND THE USE THEREOF IS AT YOUR SOLE RISK. WE MAKE NO, AND HEREBY DISCLAIM, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NONINFRINGEMENT, AND TITLE WITH RESPECT TO THE SERVICES, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

WE DO NOT WARRANT THAT THE SERVICES (OR THE RESULTS OBTAINED FROM THE USE THEREOF) WILL BE TIMELY, ERROR-FREE, SECURE, OR UNINTERRUPTED; THAT THE SERVICES WILL MEET YOUR REQUIREMENTS; OR THAT THE ACCURACY, LIKELY RESULTS, OR RELIABILITY OF THE USE OF THE MATERIALS ON OUR WEBSITE, OR OTHERWISE RELATING TO SUCH MATERIALS OR ON ANY RESOURCES LINKED TO OUR WEBSITE. THAT ANY ERRORS OR MALFUNCTIONS IN THE SERVICES WILL BE CORRECTED. WE SHALL IN NO EVENT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY, WHETHER UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR OTHER THEORY, FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES OR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, REVENUE OR BUSINESS, COST OF SUBSTITUTE PROCUREMENT, ARISING IN WHOLE OR IN PART FROM YOUR USE OF (OR INABILITY TO USE) THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL WE BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM ANY CAUSES BEYOND ITS REASONABLE CONTROL.

THE COMPANY'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THESE TOS WILL NOT EXCEED THE GREATER OF TEN U.S. DOLLARS (\$10) AND THE AMOUNT YOU PAID FOR THE SERVICES THAT GAVE RISE TO THE CLAIM DURING THE 6 MONTHS BEFORE THE CLAIM. THE EXISTENCE OF MULTIPLE CLAIMS SHALL NOT EXPAND OR INCREASE THE FOREGOING LIMITATION.

THE PARTIES ACKNOWLEDGE THAT THIS SECTION REFLECTS THE AGREED UPON ALLOCATION OF RISK BETWEEN THE PARTIES AND THAT THE COMPANY WOULD NOT ENTER INTO THESE TOS OR MAKE THE SERVICES AVAILABLE TO YOU WITHOUT THESE LIMITATIONS ON LIABILITY. THIS LIMITATION OF LIABILITY WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY SET FORTH HEREIN.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU, AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. TO THE EXTENT THAT ONE OR ANY ASPECT OF LIMITATIONS SET OUT ABOVE DOES NOT APPLY, ALL REMAINING ASPECTS SURVIVE, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

13. LINKS TO THIRD-PARTY WEBSITES AND SERVICES

The Services may include links or allow access to third-party websites and services. Please note that their presence does NOT mean that we recommend them nor guarantee their safety and conformity with your expectations. We assume no obligations in the event of any damage or loss, or any other impact, directly or indirectly, resulting from using any content, goods, or services available on or through any such third-party websites and services. It is your responsibility to take precautions to ensure that anything you select for your use or download, whether from the Services or a third party, is free of such items as viruses, worms, Trojan horses, and other items of a destructive nature. We assume no responsibility and are not liable for any transmission or material, any viral infection of your computer equipment or software, or any other types of damage related to your access, use of browsing of third-party services or content.

14. GOVERNING LAW

This TOS shall be governed by and construed in accordance with the laws of England and Wales without giving effect to its conflict of law provisions, regardless of your location.

15. MANDATORY BINDING ARBITRATION AND CLASS ACTION WAIVER

THIS SECTION 15 OF THE TOS SHALL BE REFERRED TO AS THE "ARBITRATION AGREEMENT."

PLEASE READ THIS ARBITRATION AGREEMENT CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT REQUIRES YOU TO ARBITRATE DISPUTES WITH US AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US, IN PARTICULAR:

- (i) All claims must be resolved through binding arbitration by a neutral arbitrator;
- (ii) You are waiving the right to a trial by jury; the rights that you would have if you went to court, such as discovery or the right to appeal, may be more limited or may not exist;
- (iii) You may only bring a claim in your individual capacity and not as a plaintiff (lead or otherwise) or class member in any purported class or representative proceeding;
- (iv) The arbitrator may not consolidate proceedings or claims or otherwise preside over any form of a representative or class proceeding.

- 15.1. Applicability of Arbitration Agreement.** This Arbitration Agreement governs any dispute between you and Company (and each of our respective agents, corporate parents, subsidiaries, affiliates, predecessors in interest, successors, and assigns) including but not limited to claims arising out of or relating to any aspect of the relationship between you and Company, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; claims that arose before these TOS or any prior agreement; and claims that may arise after the termination of these TOS ("**Dispute**"), except claims that can be brought in small claims court if your claims qualify within the scope of that court's jurisdiction.

Without limiting the preceding sentence, you will also have the right to litigate any other Dispute if you opt out of this arbitration and class action waiver provisions by sending electronic notice of your decision to opt-out to complaints@hotmate.ai with the subject line, "ARBITRATION AND CLASS ACTION WAIVER OPT-OUT" within 30 days of (a) the effective date of these TOS; or (b) your first date that you used the Services that contained any versions of the TOS that substantially included this version of the Arbitration Agreement

(including class action waiver), whichever is later. If you opt out of this Arbitration Agreement, the Company also will not be bound by it and any Dispute shall be resolved in accordance with clause 14. If you don't exercise the right to opt-out, you will be deemed to have knowingly and intentionally waived your right to litigate any Dispute except claims that can be brought in small claims court.

This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before the effective date of these TOS or any prior version of these TOS.

The relevant arbitrator shall have sole authority to determine the applicability, existence, validity, and termination of the arbitration agreement in each particular case. In the event that a dispute involves both issues that are subject to arbitration and issues that are not subject to arbitration, the parties unequivocally agree that any legal proceeding regarding the issues not subject to arbitration shall be stayed pending resolution of the issues subject to arbitration.

- 15.2. **Initial Dispute Resolution.** We are always interested in resolving disputes amicably and efficiently. The parties, therefore, agree that, before either party demands arbitration against the other, we will personally meet and confer, via telephone or videoconference, in a good-faith effort to resolve informally any claim covered by this Arbitration Agreement. If you have any dispute with the Company, you agree that before taking any formal action, you will contact us at complaints@hotmate.ai and provide a brief, written description of the dispute and your contact information. The parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with Company, and good faith negotiations will be a condition to either party initiating an arbitration. Engaging in an informal dispute resolution is a condition precedent that must be fulfilled before commencing arbitration, and the Arbitrator shall dismiss any arbitration demand filed before the completion of an informal dispute resolution. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process required by this paragraph.
- 15.3. **Mandatory Arbitration.** This Arbitration Agreement provides that all Disputes must be resolved through BINDING ARBITRATION, except to the extent that the applicable law prohibits the exclusive use of arbitration for dispute resolution.

YOU AGREE THAT, BY ENTERING INTO THESE TOS, YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION AND AGREE TO HAVE OUR DISPUTES FINALLY SETTLED BY BINDING ARBITRATION before one arbitrator administered by:

- the London Court of International Arbitration ("LCIA") if you are not a U.S. resident. Disputes are subject to the most current version of the LCIA Arbitration Rules when the notice of arbitration is submitted. Information about the LCIA's rules can be found at https://www.lcia.org/Dispute_Resolution_Services/LCIA_Arbitration.aspx; or
- Judicial Arbitration and Mediation Services, Inc. ("JAMS") if you are a U.S. resident. Disputes involving claims and counterclaims under USD 250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267.

In each case the relevant arbitration rules will apply as modified by this Arbitration Agreement. In the event of a conflict between the applicable arbitration rules and these TOS, these TOS shall govern unless otherwise agreed by the parties and the relevant arbitrator.

If the relevant administrator of arbitration is not available to arbitrate, the parties will select an alternative arbitral forum.

15.4. **Arbitration procedures.** The seat of the arbitration shall be:

- if you are not a U.S. resident, London, United Kingdom;
- if you are a U.S. resident, Delaware, U.S.

The governing law applicable to the Arbitration Agreement and the arbitration shall be:

- (i) if you are not a U.S. resident, the laws of England and Wales (also known as English law), without regard to English Law's conflict of laws rules; or
- (ii) if you are a U.S. resident, Delaware law is consistent with the Federal Arbitration Act and applicable statutes of limitations, having regard to claims of privilege recognized at law.

The language of the arbitration shall be English.

15.5. **Waiver of Class Action and Collective Relief.** THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION, JOINT OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC, OTHER USERS OF THE SERVICES, OR ANY OTHER PERSONS. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL PARTY'S CLAIM. THE ARBITRATOR MAY NOT AWARD RELIEF FOR OR AGAINST ANYONE WHO IS NOT A PARTY. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. THIS WAIVER OF CLASS ACTIONS AND COLLECTIVE RELIEF IS AN ESSENTIAL PART OF THIS ARBITRATION PROVISION AND CANNOT BE SEVERED FROM IT.

BY AGREEING TO THE ARBITRATION OF DISPUTES AS SET FORTH HEREIN, YOU AGREE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL AND LIMITING YOUR RIGHT TO APPEAL, AND YOU UNDERSTAND THAT YOU ARE WAIVING YOUR RIGHTS TO OTHER AVAILABLE RESOLUTION PROCESSES, SUCH AS A COURT ACTION.

THE ARBITRATOR HAS NO AUTHORITY TO AWARD PUNITIVE DAMAGES.

15.6. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed, and the remainder of the Arbitration Agreement shall continue in full force and effect.

15.7. This Arbitration Agreement shall survive the termination of your relationship with the Company.

16. **TERMINATION AND ASSIGNMENT**

16.1. These TOS and/or any other policies will continue in effect until terminated by either you or us.

16.2. You may terminate these TOS at any time by ceasing your access and use of the Services and, as applicable, cancelling your paid subscription.

16.3. We reserve the right, at our sole discretion, to terminate or suspend your access to the Services, your account, or any portion thereof without prior notice, for any reason, including but not limited to:

- (i) violation of these TOS or any other policies governing the use of the Services;
- (ii) engagement in fraudulent, illegal, or harmful activities; or

- (iii) any conduct that, in our sole discretion, may harm the Company, our users, or third parties.

In the event of termination by us, we will make reasonable efforts to notify you via the email address associated with your account.

16.4. Upon termination of your account, whether by you or by Company:

- (i) you will no longer have access to your account or any data, content, or information stored on the Services; and
- (ii) any licenses or rights granted to you under these TOS will immediately cease.

16.5. We reserve and retain the rights to assign, transfer or subcontract the Services to any third parties. Notice will be posted on the Services and your continued use or update of the Services indicates your consent.

17. MISCELLANEOUS

17.1. If any provision of these TOS or any other policies is found to be unlawful, void, or unenforceable for any reason, that provision will not affect the validity and enforceability of any remaining provision, and such provision will be enforced to the maximum extent possible so as to affect the intent of the parties.

17.2. These TOS and other Policies constitute your entire agreement with us pertaining to your access and use of the Services. Any prior or contemporaneous written or oral agreements pertaining thereto are hereby superseded.

17.3. We will collect and process your information and technical data in accordance with our Privacy Notice.

17.4. All information communicated on the Services is considered electronic communication. When you communicate with us through or on the Service or via other forms of electronic media, such as e-mail, you are communicating with us electronically. You agree that we may communicate electronically with you and that such communications, as well as notices, disclosures, agreements, and other communications that we provide to you electronically, are equivalent to communications in writing and shall have the same force and effect as if they were in writing and signed by the party sending the communication. You also agree that such communication may be conducted by using third-party providers that allow us to manage and facilitate these electronic interactions efficiently and securely. In recognition of the diverse and complex nature of our Service, you acknowledge that we engage third-party providers for a broad range of services that support and enhance our offerings. This may include, but is not limited to, processing transactions, as well as other operational, technical, and logistical support functions. Our use of third-party service providers allows us to deliver our Service more efficiently and effectively for you. You further acknowledge and agree that by clicking on a button labeled "SUBMIT", "CONTINUE", "REGISTER", "I AGREE" or similar links or buttons, you are submitting a legally binding electronic signature and are entering into a legally binding contract. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by these Terms. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS AND TO THE ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THE SERVICE.

18. CONTACT INFORMATION

complains@hotmate.ai