

BENDER DATING LIMITED

ACCEPTABLE USE POLICY

1. Introduction

This is the Acceptable Use Policy of Bender Dating Limited ("us" or "we").

We are committed to ensuring that users of our app use it and interact with others in an appropriate and respectful manner. This policy explains the requirements that users must observe when using our app.

2. About this policy

This policy tells you the terms and conditions on which you may access and use our app.

This policy applies to all users of our app. Your use of our app means that you accept, and agree to abide by, the provisions of this policy.

This policy supplements and forms part of our <u>Terms of Use</u> and therefore should be read together with our Terms of Use and our <u>Privacy Policy</u>.

If you have any questions about this policy, please contact us using the contact details set out in section 9.

This version of the Acceptable Use Policy is effective as of 17 July 2021.

3. Who we are

Our app is operated by Bender Dating Limited, whose registered office is at Westgate House, Seedhill, Paisley, Renfrewshire, United Kingdom, PA1 1JE. For more information about Bender Dating please see: www.benderdating.com.

4. Changes to this policy

We reserve the right to amend this policy at our sole discretion, without prior notice to you. We will notify you of any such changes (including when they will take effect). Your continued use of our services or our app following the posting of changes to this policy means that you consent to those changes.

5. Prohibited uses

- 5.1 You must not use our app:
 - in any way that breaches any law or regulation;

- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm any person in any way;
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with the content standards set out in section 6;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- to harvest or attempt to harvest any data on our app (for example by way of scraping, spidering, crawling or other technology or any other specialist software used to harvest data);
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or code designed to adversely affect the operation of any software or hardware; or
- in breach of any of the provisions of our <u>Terms of Use</u>.
- 5.2 You must also not, without our express consent, interfere with, damage or disrupt:
 - any part of our app;
 - any system or network on which our app is stored; or
 - any software comprising part of our app.

6. Content standards

- 6.1 The content standards in this section 6 apply to any and all content, images, material and messages which you contribute, upload or distribute on our app, including when contacting other users ("Contributions").
- 6.2 As well as complying with the specific requirements for Contributions set out in this section 6, you must observe the spirit of them. The content standards in this section 6 apply to each part of any Contribution, as well as to its whole.
- 6.3 All Contributions must:
 - be accurate (where they state facts):
 - be genuinely held (where they state opinions); and
 - comply with all applicable laws.
- 6.4 Your main profile (including any photograph on your main profile) must comply with the applicable requirements set out in our <u>Terms of Use</u>.
- 6.5 You must not send any sexually explicit material to any other user unless they are aged 18 or more <u>and</u> have consented to receive such material (including regarding the nature and extent of such material). Any sexually explicit material which is sent to another user must, in any event, comply with the requirements of section 6.6.
- 6.6 All Contributions must not:

- contain or endorse any material which is defamatory of any person;
- contain or endorse any material which is obscene, offensive, hateful or inflammatory;
- advocate, promote or endorse violence;
- advocate, promote or endorse discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe any copyright, database right or trade mark of any other person;
- be intended to, or be likely to, deceive any person;
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- be disparaging of any person;
- be (or be likely to be) threatening or abusive or invade any person's privacy;
- cause (or be likely to cause) annoyance, inconvenience or needless anxiety to any person;
- be intended to (or be likely to) harass, upset, embarrass, alarm or annoy any person;
- interfere with anyone's ability to access or use our App;
- identify or relate to any other person (apart from any other user you are contacting, where applicable) unless they are aged 18 or more <u>and</u> you have their consent <u>and</u> you have first drawn their attention to our <u>Privacy Policy</u>;
- identify or relate to any person under the age of 18 (regardless of whether you have their consent);
- advocate, promote, endorse or assist in any dealing, selling or distribution of illicit or unlawful drugs;
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- misrepresent the source, identity or content of information transmitted via our app (including giving the impression that any Contributions emanate from us, if that is not the case);
- advocate, promote, endorse or assist any crime or any other illegal activity or unlawful act (such as, by way of example only, copyright infringement); or
- advocate, promote, endorse or assist any activity prohibited by this policy or our Terms of Use.
- 6.7 You must not, without our express prior consent, post any Contributions:
 - which offer, advertise, promote, endorse or review any goods or services;
 - which promote or endorse, or request any contributions to, any charity, business, commercial enterprise or activity;

- promoting or endorsing any cause or campaign, or petitioning for signatures;
- conducting surveys, or requesting participation in any surveys or studies; or
- if you have been (or will be) paid any money, or have received (or will receive) any other benefit, for posting such Contributions.

7. Our remedies for any breach of this policy

- 7.1 We will determine, in our discretion, whether there has been a breach of this policy through your use of our app.
- 7.2 A breach of this policy constitutes a material breach of our <u>Terms of Use</u> and may result (at our option) in our taking all or any of the actions referred to in clause 25 of our <u>Terms of Use</u>.

8. Reporting abuse

If you believe that someone using our app is breaching this policy, you should promptly inform us using the contact details set out in section 9.

9. Contacting us

If you have any questions about this policy, or if you wish to notify us of concerns about other users, please contact us by sending an email to: feedback@benderdating.com.