

BENDER DATING LIMITED - TERMS OF USE

1. Legally binding agreement

- 1.1. This page tells you the terms and conditions on which you may make use of any part of the Bender Dating mobile device software application, including the service you connect to and use via such software application and the content, features and functionalities we provide to you through it (together, the “**App**”).
- 1.2. References in these terms and conditions to “**you**” mean any user who accesses, downloads and/or uses the App. References in these terms and conditions to “**we**”, “**us**” or “**our**” mean Bender Dating Limited. More information about Bender Dating Limited is set out in clause 3.
- 1.3. These terms and conditions (together with the other terms referred to below) constitute a legally binding agreement between you and us relating to your use of the App. Please therefore carefully read these terms and conditions (together with the Policies referred to in clause 1.6 and the additional terms and conditions referred to in clause 1.8) before you start to use the App.
- 1.4. By using the App, you confirm that you accept these terms and conditions (including the Policies referred to in clause 1.6) and the additional terms and conditions referred to in clause 1.8 and that you agree to abide by them.
- 1.5. If you do not agree to these terms and conditions (including the Policies referred to in clause 1.6) or the additional terms and conditions referred to in clause 1.8, you must not use the App.
- 1.6. By agreeing to comply with these terms and conditions, you are also agreeing to comply with all applicable laws and with the following, which are incorporated into (and therefore form part of) these terms and conditions:
 - 1.6.1. our [Acceptable Use Policy](#);
 - 1.6.2. our [Privacy Policy](#).
- 1.7. References to “**these Terms**” mean these terms and conditions and include (where appropriate) references to our [Acceptable Use Policy](#) and our [Privacy Policy](#).
- 1.8. You acknowledge and agree that the availability of the App, your access to the App, or the ways in which you may be able to access or use the App (including in respect of using or paying for Bender Premium features) is dependent on the third party from which you accessed or downloaded the App, including, by way of example only, the Android Market or Apple app store (each, an “**App Store**”). Each App Store may have its own terms and conditions which you must agree to before downloading the App from it or before making any applicable payments or accessing other functionalities from time to time. You must comply with all applicable terms and conditions of the relevant App Store in addition to these Terms.
- 1.9. We recommend that you save a copy of these Terms for your records. You may also request a copy by sending an email to info@benderdating.com.

2. Changes to these Terms

- 2.1. We may revise, supplement and/or replace these Terms at any time. We will give you at least 30 days' notice of any change by sending you an SMS explaining that these Terms have changed (in which case you must review the updated version of these Terms when you next use the App). However, we will not be required to give such notice if we need to change these Terms in order to comply with any applicable laws (or to avoid being in breach of any applicable laws), to protect or enforce legal rights, or to address or prevent an emergency.
- 2.2. If you continue to use the App after the date any changes to these Terms come into effect then you will be deemed to have accepted and agreed to those changes.
- 2.3. If you do not accept the notified changes to these Terms, you will not be entitled to continue to use the App. In those circumstances, if you have paid for a subscription for any Bender Premium features, you will be entitled to a pro-rata refund in respect of the remaining period of such subscription after the date that such changes took effect.

3. Information about us

- 3.1. The App is operated by Bender Dating Limited, which is a limited company registered in Scotland (under company number SC668557) with its registered office at Westgate House, Seedhill, Paisley, Renfrewshire, United Kingdom, PA1 1JE. For more information about Bender Dating Limited please see: www.benderdating.com.

4. Accessing the App

- 4.1. The App is only compatible with certain types of mobile devices and you must have a compatible device in order to access and use the App. You acknowledge and agree that you will not be able to access the App on any other devices. We do not warrant that the App will be compatible with all mobile devices, or your specific mobile device.
- 4.2. If you download or stream the App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these Terms, whether or not you own the phone or other device.
- 4.3. To use the App, you will need to have a compatible mobile device with a live service (able to send and receive data), including continual internet access.
- 4.4. You are solely responsible for making all arrangements and providing all equipment (including a compatible mobile device) necessary for you to have access to and use of the App. You are solely responsible for any charges applicable to your access and use of the App, including mobile device charges, text-messaging charges, roaming charges and data charges.
- 4.5. In downloading or using the App or any of its features and functionalities, you agree to accept the risks of any loss or damage which may be caused by viruses, distributed denial-of-service attacks or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material. You agree that it is your sole responsibility to take steps to prevent or lessen the impact of such things.
- 4.6. We allow you to access the App as it may exist and be available on any given day. We have no other obligations to you, except as expressly stated in these Terms and in our [Privacy Policy](#). In particular, we do not warrant or guarantee the availability of any particular content, specifications, features or functionalities at any time.

- 4.7. We aim to ensure that access to the App is available 24 hours a day, but we do not warrant or guarantee that access to it will be uninterrupted or that the App will be error free. In particular, you acknowledge and agree that the availability or operation of the App may be interrupted from time to time for maintenance, updates or technical improvements (and for such duration as we may determine in our absolute discretion).
- 4.8. From time to time, access to some parts of the App, or the App in its entirety, may be restricted or suspended. We may at any time, in our absolute discretion and without prior notice, modify or replace the App or close or suspend it indefinitely.
- 4.9. Where you close or suspend the App indefinitely, if you have paid for a subscription for any Bender Premium features, you will be entitled to a pro-rata refund in respect of the remaining period of such subscription after the date that such closure or suspension took effect
- 4.10. We reserve the right, in our absolute discretion to:
- 4.10.1. disable your use of, or access to, the App or any part thereof, including location data services or your ability to contact other users; and/or
 - 4.10.2. terminate your account, or any other user's account.
- 4.11. We may take any action referred to in clause 4.10 at any time without prior notice and for any reason. We shall have no liability to you where we take for any such action. Refunds of any amounts paid for any use of the App will only be given if and to the extent expressly provided in these Terms.
- 4.12. By using the App, you agree to us collecting and using technical information about the devices from which you access and use the App and related software, hardware and peripherals in order to provide (and to improve and enhance) the App and its various features and functionalities. If and to the extent that any such information comprises personal data, it will be collected and used in accordance with and subject to our [Privacy Policy](#).
- 4.13. Whilst we will take reasonable precautions to protect the security of the App, you acknowledge and agree that internet transmissions are never completely private or secure and that any message or information you send using the App may be read or intercepted by others who were not the intended recipients.
- 4.14. The App has not been developed to meet your specific individual requirements and is provided for general entertainment and social purposes only. It is your sole responsibility to check that the App, its functionalities and features are suitable for you and meet your requirements.

5. Registering to use the App

- 5.1. You must be aged eighteen or over to use the App and be resident in the United Kingdom. If you register on the App and are under that age or resident anywhere else then your registration is not valid but you will not be entitled to any refund of any charges you have paid for any Bender Premium features.
- 5.2. To register for the App, you will need to have a valid mobile phone number with a live service (able to send and receive SMS/text messages). Our registration process is as follows:

- 5.2.1. you must enter your mobile phone number and confirm your agreement to these Terms and our other applicable policies;
- 5.2.2. you must click 'Send Code' to receive an SMS verification code;
- 5.2.3. we will send you a 6-digit verification code to the mobile phone number which you have entered; and
- 5.2.4. you must enter that 6-digit verification code and provide information that we request to confirm that you are aged 18 or over.
- 5.3. You must not include in your user name or in your main profile (including any photograph on your main profile) any telephone numbers, street addresses, your surname, any website addresses or email addresses.
- 5.4. You may choose to upload a photograph to your main profile (or to change any such photograph) but this will be subject to our approval and will be obscured unless and until we approve it. We shall endeavour to approve or decline any such photograph within 24 hours of it being uploaded, but we do not guarantee to do so and shall have no liability to you if we take longer.
- 5.5. Your main profile (including any photograph on your main profile) must not:
 - 5.5.1. be sexually explicit or inappropriately suggestive;
 - 5.5.2. advocate, promote, endorse or assist in any dealing, selling or distribution of illicit or unlawful drugs;
 - 5.5.3. advocate, promote, endorse or assist any crime or any other illegal activity or unlawful act (such as, by way of example only, copyright infringement);
 - 5.5.4. be disparaging of any person;
 - 5.5.5. contain an image of anyone other than yourself;
 - 5.5.6. comprise or include any commercial or charity names or logos; or
 - 5.5.7. otherwise contravene any requirements in our [Acceptable Use Policy](#).
- 5.6. We shall be entitled to approve or decline any photograph you submit for your main profile in our absolute discretion and no correspondence will be entered into regarding our decision.
- 5.7. Our approval of any photograph for your main profile shall not preclude us from subsequently declining such approval or otherwise removing such photograph at any time and for any reason. Our approval of any photograph for your main profile does not mean we have approved any other aspect of your main profile and we reserve the right to remove all or any such content in accordance with clause 11.2.
- 5.8. Only individual persons are eligible to be registered users. If any firm, company or other entity registers on the App then its registration is not valid but there will be no entitlement to any refund of any charges paid.

6. Use of the App

- 6.1. You must not use the App if you are aged under eighteen.

- 6.2. The App should be used within the United Kingdom only. We make no representations that the App is appropriate for use in other locations or can be lawfully accessed or used in any other country. If you access or use the App from any other country then you do so at your own risk and you are solely responsible for compliance with any laws applicable to such country. We shall not be responsible, nor liable to you, for any legal consequences arising out of or in connection with your use of the App (or any activities arising from your use of the App) in any countries where any such use or activities are, or may be, criminal offences or otherwise unlawful. Accordingly, you must make your own informed decisions (at your sole risk) about the use of the App or undertaking any such activities in any such country and any potential adverse consequences.
- 6.3. The App is made available for your private, personal use only and must not be used in connection with any commercial activities or promotions.
- 6.4. You may access certain (limited) elements of the App without being required to pay anything, but these Terms will still be binding on you. You will be required to pay for use of or access to other certain features or functionalities of the App (including the ability to view more profiles of other users, certain notification alerts, use of our advance filtering system and extended lists of people who have viewed your profile or 'Favourited' you), which are known as Bender Premium features, in accordance with clause 7.
- 6.5. We reserve the right at any time to charge fees for access to all or portions of the App and change any such charges at any time, provided that any changes will not affect the charges for any Bender Premium features you have already paid for.
- 6.6. You must not display the App, or any content (including profiles or messages), or any part thereof, in any public setting or on any external display or monitor, or otherwise broadcast all or part of the App or any content (including profiles or messages).
- 6.7. You must not transfer, rent, lease, sub-licence, loan, provide, or otherwise make available to anyone else, the App (in any form and in whole or in part) or your account (or credentials).
- 6.8. You must not register on the App on behalf of anyone else, nor use anyone else's account on the App at any time. If you sell any device on which the App is installed, you must first remove the App from it.
- 6.9. You must use the App only for the purposes for which it is provided and not for any unlawful use.
- 6.10. Your use of the App must comply at all times with our [Acceptable Use Policy](#).
- 6.11. You must not use the App to:
- 6.11.1. advocate, promote, endorse or assist in any dealing, selling or distribution of illicit or unlawful drugs; or
 - 6.11.2. advocate, promote, endorse or assist any crime or any other illegal activity or unlawful act (such as, by way of example only, copyright infringement).
- 6.12. You must not use the App in conjunction with, or for the purposes of:
- 6.12.1. vehicle navigation, GPS positioning, route guidance or similar functions;

- 6.12.2. managing or monitoring of hazardous environments, protecting property, health and safety or other similar functions.

6.13. You must not:

- 6.13.1. obtain (or attempt to obtain) unauthorised access to any part of the App or its content (including messaging);
- 6.13.2. infringe our intellectual property rights or those of any third party in relation to your use of the App, including by the posting of any unauthorised material;
- 6.13.3. transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App;
- 6.13.4. use the App in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
- 6.13.5. remove, circumvent, disable, damage or otherwise interfere with (nor attempt to remove, circumvent, disable, damage or otherwise interfere with) any security-related features of the App or any features of functionalities of the App which prevent or restrict use or copying of any part of the App or any of its content;
- 6.13.6. use, or attempt to use, any Bender Premium features which you are not entitled to use;
- 6.13.7. remove, circumvent, disable, damage or otherwise interfere with (nor attempt to remove, circumvent, disable, damage or otherwise interfere with) any security-related features of the App or any features of functionalities of the App which restrict access to any Bender Premium features;
- 6.13.8. collect or harvest any information or data from the App or our systems or attempt to decipher any transmissions to or from the servers running the App;
- 6.13.9. probe, scan, or test the vulnerability of the App or any system or network on which it is stored or accessed;
- 6.13.10. use (or attempt to use) any spider, scraper, robot or other automated means to access (or attempt to access) the App for any purpose;
- 6.13.11. modify (or attempt to modify) the App or its content (or any part thereof) in any manner or form, other than by means of valid use of the App for its intended purposes;
- 6.13.12. copy the App or any content on it;
- 6.13.13. translate, merge, adapt, vary, alter or modify, the whole or any part of the App (nor attempt to do any such thing);
- 6.13.14. use (or attempt to use) any modified versions of the App;
- 6.13.15. permit (or attempt to permit) the App or any part of it to be combined with, or become incorporated in, any other programs (except as necessary to

use the App on devices as permitted under these Terms);

- 6.13.16. disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App, nor attempt to do any such things;
- 6.13.17. delete (or attempt to delete) any copyright or other proprietary rights notices on the App; or
- 6.13.18. use (or attempt to use) any application or other product or software which interacts with (or which is intended to interact with) the App or which provides access (or attempts or purports to provide access) to the App or its content (or any part thereof), except as necessary to use the App on devices as permitted under these Terms.

7. Bender Premium

- 7.1. Certain features, functionalities and services available on the App (Bender Premium features) may only be accessed and used by payment of a fee. Different fees are available to provide access to the Bender Premium features for different periods of time (subscription periods). All applicable fees and subscription periods will be as displayed on the App from time to time.
- 7.2. To pay for Bender Premium features, you must make payment of the appropriate fee (depending on the subscription period you have chosen) to the applicable App Store or their designated payment provider.
- 7.3. Except as stated in clause 7.4, all subscriptions for the Bender Premium features will automatically renew in accordance with clause 7.5. You agree to such renewal and to payment of the applicable charges.
- 7.4. The subscription for Bender Premium known as 'Bender24' is a 24-hour subscription period; it cannot be cancelled and does not automatically renew. Should you wish to access the Bender Premium features after the expiry of such period, you will be required to purchase another subscription (whether another 'Bender24' subscription or any other subscription for Bender Premium as referred to in clause 7.5).
- 7.5. All other subscriptions for Bender Premium features are available for the period specified on the App for each applicable subscription. Each such subscription will automatically renew for the same subscription period, on a continuous basis, unless you cancel that subscription (or your access to the App is cancelled or terminated in accordance with these Terms). Accordingly, your debit or credit card (or other payment method) will continue to be charged for the applicable subscription fees (including as may be updated from time to time) unless you cancel that subscription.
- 7.6. You must ensure that you maintain and update your debit or credit card details (or other payment method) with the applicable App Store or their designated payment provider at all times to enable renewal of the relevant subscription in accordance with clause 7.5. If, at the time of any renewal, payment cannot be taken for any reason then your subscription will automatically be cancelled and you will no longer be entitled to access or use any Bender Premium features.
- 7.7. You may cancel any applicable subscription for Bender Premium features at any time and such cancellation will take effect at the expiry of the current subscription period. In order to cancel, you must follow the instructions provided by the App Store or their

designated payment provider). When you cancel, your existing subscription shall remain in effect until its expiry and you will continue to have access to the Bender Premium features during that period. Should you wish to access the Bender Premium features after such cancellation has taken effect, you will be required to purchase another subscription.

- 7.8. We may from time to time (in our discretion) make certain Bender Premium features available on a free trial basis for a specified limited period. These Terms will still apply to any such free trial and although you will not be required to make payment for such free trial you may still be required to provide credit or debit card (or other payment method) details in order to access the free trial. If so, you will only be charged if you do not cancel before the end of the free trial period, but if you do not so cancel then the free trial may be converted into a paid subscription and you will then be charged for any subsequent use of the relevant Bender Premium features, at the applicable rate then in force.
- 7.9. Unless we expressly otherwise agree, you will not be eligible for any free trial if you have previously received a free trial free trial and cancelled it prior to paying for any Bender Premium features.
- 7.10. We may from time to time (in our discretion) apply fee discounts or other offers to the Bender Premium features (including by way of reduced pricing or the use of promotional codes or similar). Any such discount or offer will be on such terms, at such rate and for such period as we (in our absolute discretion) may determine from time to time. We may withdraw or amend any such discount or offer at any time without prior notice and without any liability to you.
- 7.11. Any promotional codes we may offer are non-transferable, can only be used once per user and cannot be used in conjunction with any other offer or promotional discount. Promotional codes must be redeemed by any specified date. We will have no liability if you lose any promotional codes or fail to redeem them by the applicable date for any reason. There is no cash alternative for any promotional codes and they may not be used or redeemed for any purpose other than the stated promotion. Promotional codes may not be used as credit or to obtain rebates for any amounts already paid (including for the service or feature which is the subject of the promotion).
- 7.12. We may, in our discretion, change the nature and extent of Bender Premium features or the amount payable for the Bender Premium features, at any time, but this will not affect your access to Bender Premium features within your current subscription period (unless we are required to make changes to comply with applicable laws, protect or enforce legal rights, or to address or prevent an emergency).
- 7.13. If we make changes to the App (without requiring you to install an update to the App) and those changes materially reduce the functionality or extent of the Bender Premium features then you may terminate your subscription for the Bender Premium features, within any applicable period specified by the App Store (or their designated payment provider) after being notified by us of such changes, by following the instructions provided by the App Store or their designated payment provider. If you do so, you will be entitled to a pro-rata refund in respect of the remaining period of such subscription after the date of your email.
- 7.14. Once you have paid for any Bender Premium features and have agreed to be given immediate use of the Bender Premium features, you acknowledge and agree will not be able to cancel your subscription and you will not be entitled to any refund of the charges you have paid for that subscription (other than in the circumstances referred

to in clause 7.13).

- 7.15. We reserve the right to correct errors in pricing and to update information on the App regarding pricing at any time without prior notice. Where there is an error in pricing for a subscription you have already paid for, we will give you the opportunity to pay the correct price or to cancel your subscription without any charge (and in such circumstances you will be entitled to a full refund).
- 7.16. Unless otherwise expressly stated, prices for any Bender Premium features are expressed as exclusive of all applicable taxes, levies or duties and you are responsible for payment of all such taxes, levies, or duties in addition.

8. Location Data

- 8.1. The App will make use of location data sent from your devices. You can turn off this functionality at any time by turning off the location services settings for the App on your device (but this will prevent the functioning of certain features on the App which use location data).
- 8.2. The App provides different location data settings, enabling you to select from certain options for:
 - 8.2.1. the duration for which location data may be used; and
 - 8.2.2. the proximity to your exact location.
- 8.3. Where you permit the App to use location data, you consent to the transmission, collection, retention, maintenance, processing and use of your location data, including for the purposes of informing other users of your location.
- 8.4. Where you permit the App to use location data, you should ensure that you use that functionality carefully, remembering that this could potentially indicate to other users (depending on which proximity option you have chosen) your precise location at the relevant time. You should therefore exercise caution in using the location data settings, remembering to ensure that the settings are switched off if you don't want other users to know your location, or if you move location and don't want other users to be able to track you or find your new location.
- 8.5. You acknowledge and agree that your use of the location data and the associated settings on the App is at your sole risk and responsibility.
- 8.6. We do not warrant or guarantee the security, safety, correctness, accuracy, reliability, or otherwise of the use (or the results of the use) of any location data or related information on the App. You acknowledge and agree that you use all such data and information at your own discretion and risk.
- 8.7. When using location data, please note that the App is intended only as a personal, location-based service for private individual use. The App and should not be used or relied on as an emergency locator system, used while driving or operating vehicles.

9. Updates to the App

- 9.1. From time to time, we may automatically update the App or any part of it (including changing any of the content on the App) for any reason, including to improve performance, enhance functionality, reflect changes to our systems or operations or

to address security issues. Alternatively, we may ask you to install updates to the App.

- 9.2. If you opt out of automatic updates and/or choose not to install updates we inform you of, you acknowledge and agree that you may not be able to continue using certain features or functionalities of the App or that the App may not work properly. If any such updates relate to the improvement or addition of security features, then you agree to accept all associated risks if you opt out of automatic updates and/or choose not to install any such updates when we inform you.

10. Monitoring

- 10.1. We may, but shall have no obligation to, monitor the use of the App (including profiles, messaging and use of or access to the location data) by any user, including you, for any purpose and at any time.
- 10.2. Notwithstanding that we may be entitled to monitor use of the App or that we may approve photographs for the main profile of you or any other user, you acknowledge and agree that:
- 10.2.1. you are solely responsible for all content and material (including messaging) that you upload to the App;
 - 10.2.2. you are solely responsible for all use you make of the App, including relating to location data and in meeting other users;
 - 10.2.3. we do not control the actions of other users, including the content of user profiles or the messaging sent by users; and
 - 10.2.4. we are not responsible for, and shall have no liability to you for, any content or messaging uploaded by any user, or for the actions of any user.

11. Deletion of App accounts and material

- 11.1. We may at any time, for any reason, ask you to delete your user profile (or any part of it) or any content that you have uploaded to the App (including messages to other users). You must promptly comply with any such request.
- 11.2. We may also, in our absolute discretion, delete all or part of any profile, content or messages which you, or any other users, have uploaded to the App at any time and for any reason.

12. Account security

- 12.1. If you choose, or you are provided with, a user name, password, registration code or any other credentials or information as part of our security or registration procedures, you must treat this as confidential and you must not disclose it to anyone else.
- 12.2. You are fully responsible for all activities that occur under your user account unless and until you notify us of a breach of your account security (by emailing us at feedback@benderdating.com), except where your account security was compromised due to a fault of our systems.
- 12.3. You must:
- 12.3.1. use particular caution regarding the security of your account when

accessing your account from a device which is not yours;

12.3.2. take suitable precautions when using an unsecure internet connection;

12.3.3. immediately notify us (by emailing us at feedback@benderdating.com) of any unauthorised use of your account or any other breach of security relating to your account.

12.4. You must not sell, trade, disclose or otherwise transfer your account (or any access information regarding your account) to anyone else.

13. Uploading material to the App and contacting other users

13.1. Using the App gives you the possibility to contact other users. We are not a dating agency and we do not provide a marriage brokering or similar service.

13.2. Whenever you make use of a feature that allows you to upload material to the App, or to make contact with other users of the App, you must comply with the content standards set out in our [Acceptable Use Policy](#). As our Acceptable Use Policy may change from time to time, you should always check it before posting any new material on the App.

13.3. We do not warrant or guarantee:

13.3.1. the successful uploading of any material posted or attempted to be posted on the App,

13.3.2. the successful transmission or delivery of any messages to any other use; or

13.3.3. that you will successfully make contact with any intended user through the App.

13.4. You contact other users and upload material to the App, including photographs and your profile details, at your own risk (subject to our obligations as set out in our [Privacy Policy](#)).

13.5. You acknowledge and agree that:

13.5.1. you are solely responsible for your involvement and contact with other users;

13.5.2. you are solely responsible for managing your own safety and taking all necessary precautions when meeting other users; and

13.5.3. we are not responsible, and shall have no liability to you for, for any loss, injury or damage you may incur as the result of any such interactions and meetings.

13.6. We reserve the right, but have no obligation, to monitor disputes between you and other users and to terminate your account if we determine, in our sole discretion, that it is appropriate to do so.

13.7. We may, in our absolute discretion, limit the number of connections you may have to other users and/or prevent you from contacting other users through the App (whether or not as a result of another user's request to us to block messages from you) or

prevent other users from contacting you.

- 13.8. We may also, where we consider it reasonable to do so (including where we suspect that there is or may be a breach of these Terms or our [Acceptable Use Policy](#)), restrict the number of messages which you (or any other user) may send to other users in any particular period to a number which we consider appropriate.
- 13.9. You must not use any information which has been obtained from the App to:
 - 13.9.1. harass, intimidate, abuse or harm another user; or
 - 13.9.2. contact another user for advertising or marketing purposes.
- 13.10. Except as required in respect of your personal data in accordance with our [Privacy Policy](#), we shall not have any responsibility to copy or back-up your profile or any data or messages you sent or received via the App (including the contact information of other users you connect with via the App).
- 13.11. Apart from any personal data (which is used in accordance with our [Privacy Policy](#)), any material or content you upload to the App (including when messaging other users) you agree and warrant that all such material and content is non-confidential and non-proprietary and you grant us a worldwide, everlasting right (with the right to sublicense) to use, copy, distribute and disclose to third parties any such material for any purpose in connection with the App or for marketing purposes. You agree that you shall not be entitled to any royalties or any other payments in connection with such use.
- 13.12. Where you upload any material or content to the App (including when messaging other users), you warrant that you are fully entitled to do so (and where applicable have all necessary consents, releases and/or permissions of any other person) and to give us the rights stated in clause 13.11.
- 13.13. If you upload any material to the App or message any other user and, in our opinion, such material or message violates the content standards set out in our [Acceptable Use Policy](#) then we may delete that material and/or that message.

14. Other users

- 14.1. Although these Terms and our [Acceptable Use Policy](#) require users to provide accurate information and to act lawfully, you acknowledge and agree that we do not (nor do we have any responsibility to):
 - 14.1.1. conduct any criminal records checks or any other background screenings of any other users of the App;
 - 14.1.2. verify or monitor any information provided by other users (including with respect to their identity, description, age, health, hobbies, characteristics or sexual orientation).
- 14.2. You also acknowledge and agree that we cannot control the conduct of users of the App and therefore that we are not responsible for any actions of another user, even if those actions are in breach of these Terms or constitute unlawful or criminal acts.
- 14.3. Accordingly, we shall not have any responsibility, nor be liable to you in any way, for:

- 14.3.1. any actions of any other user (whether or not in an online environment and whether or not you have chosen to interact with such user);
 - 14.3.2. any identity theft or any other misuse of your identity or information by any other user; or
 - 14.3.3. any distress, injury, costs, damages or loss which you may suffer or incur as a result of, or in connection with, any of the foregoing.
- 14.4. In the event that you have any claim or action against any other user in connection with that user's use of the App (including any theft or any other misuse of your identity or information), you agree to pursue such claim or action independently of and without any demands from us.
- 14.5. Without prejudice to the foregoing provisions of this clause 14, we may in appropriate circumstances (in our discretion) enforce our own rights and remedies against other users who are in breach of these Terms.
- 14.6. If you believe that someone using the App is breaching these Terms (including our [Acceptable Use Policy](#)) or is misusing or otherwise appropriating your identity or information, you should promptly inform us by sending an email to feedback@benderdating.com.

15. Intellectual property rights

- 15.1. The name "Bender Dating" is a registered trade mark and is used by us under licence. We are also the owner or the licensee of all intellectual property rights in all aspects of the App and its features. All rights are reserved in such trade mark and other intellectual property rights.
- 15.2. You have no rights in, or to, the App or any part thereof (including its content), other than the right to use the App in accordance with these Terms.
- 15.3. Except to the extent expressly stated in these Terms (or where prior permission is obtained) you must not copy, modify, publish, transmit, distribute, perform, reproduce, license, create derivative works from, transfer, display or sell any such intellectual property or any of the other content or materials on the App.
- 15.4. You must not use the Bender Dating name or trademark or any of our logos (other than as part of your valid use of the App) without our express consent.
- 15.5. You may access and use the material on the App to the extent necessary for making valid use of the App and its features as a user, but you must not copy any material or other content from the App.
- 15.6. You must not use any part of the App or its content (including user details or any messages posted via the App) for commercial purposes without our prior written consent.
- 15.7. We do not warrant or guarantee that the App or any part of it (including any content or messages uploaded by any users) will not infringe the rights of any third party, including any intellectual property rights.
- 15.8. If and to the extent that the App incorporates or uses any open source software or third-party code, your use of such open source software or third-party code is

provided subject to and in accordance with any applicable licence terms relating to such open source software or third-party code. Nothing in these Terms limits your rights under, or grants you rights in addition to, such licence terms. If you require more information about any such open source software or third-party code or the applicable licences, please contact us by sending an email to info@benderdating.com.

- 15.9. If You provide us with any feedback, ideas, information or suggestions regarding the App, you grant us a worldwide, everlasting right (with the right to sublicense) to use, copy, distribute and disclose to third parties any such feedback for any purpose in connection with the App (including to improve the App or add additional features) and for marketing purposes. You agree and warrant that all such feedback is non-confidential and non-proprietary. You agree that you shall not be entitled to any royalties or any other payments in connection with such use.

16. Information about you

- 16.1. Personal data you provide to us, or which we otherwise collect or process, via the App will be used in accordance with and subject to the provisions of our [Privacy Policy](#).
- 16.2. You warrant that all information provided by you via the App (including when you register to use the App), or which you provide to us by other means, is accurate and not misleading and that you lawfully entitled to provide us with all such information.
- 16.3. By registering to use the App, and by accessing and using the App (or when contacting us using other means), you consent to the collection, use, processing, sharing and retention, of your personal data in accordance our [Privacy Policy](#).
- 16.4. You acknowledge and agree that certain information, statements, data and content (such as photographs and messages you exchange with other users) which you may choose to upload to the App (or provide to us by other means) will, or may be likely to, reveal your gender, ethnic origin, nationality, religion and/or sexual orientation. By registering to use the App, and by accessing and using the App (or when contacting us using other means), you consent to our processing of all such information in accordance with our [Privacy Policy](#).
- 16.5. If we delete all or any of your personal data at your request, then you acknowledge and agree that you may no longer be entitled to use the App or certain features on the App, but you will not be entitled to any refund of any charges you have paid for any Bender Premium features. Should you then wish to use the App or those features again in the future, you must register again (and pay any applicable charges).

17. Materials and information on the App

- 17.1. We give no representations, warranties or guarantees that any information or content on the App (including any posted by any other users) is accurate, complete or up to date and we are under no obligation to correct or update any such information or content.
- 17.2. Guidance and other commentary posted by us on the App is for information purposes only and is not intended to amount to advice on which reliance should be placed.
- 17.3. Material posted by other users (including messages and details of their profile) may

not be accurate or true and you act on such material or respond to, or meet with, a user at your own risk. We are not responsible for any other users' misuse of the App or any breach by another user of our [Acceptable Use Policy](#).

- 17.4. If you believe that any material on the App or any message you have received does not comply with the content standards set out in our [Acceptable Use Policy](#) then please email us at feedback@benderdating.com.

18. Third Parties

- 18.1. We may, in our absolute discretion, display advertising, guidance or information at any time (and in such manner and to such extent as we may determine) on any part of the App, including adjacent to, or associated with, your profile. You acknowledge and agree that you shall not be entitled to any royalties or any other payments in connection with any such display.
- 18.2. Where the App (whether through advertising or otherwise) contains links to other apps, services, products, websites or resources provided by third parties such links are provided for your convenience for your information only.
- 18.3. Where you use third-party software or applications which connect with the App, you acknowledge and agree that we may transmit data (including your personal data and content you upload to the App) to such third-party software or applications or their associated websites through application protocol interfaces developed and maintained by those third-party software or applications or their associated websites.
- 18.4. We have no control over the nature or provision of any apps, software, services, products, websites or resources provided by third parties as referred to in clauses 18.2 and 18.3 (together, "**Third Party Items**") and accept no responsibility for them or for any loss or damage that may arise from your use of or reliance on them.
- 18.5. We are not responsible for the provision of any Third Party Items or the use of data or content by the provider of any Third Party Items. You acknowledge and agree that:
- 18.5.1. we do not endorse, **review, assess, monitor, audit** or make any warranty in respect of, any advertising, products, services, features, contents or other materials on, referred to in, or available from, any Third Party Items;
 - 18.5.2. we are not the provider of the Third-Party Items and accordingly the agreement for your use of the App pursuant to these Terms does not cover the provision of such Third-Party Items;
 - 18.5.3. it is your responsibility to review all applicable terms and conditions and privacy policies of any provider of the Third-Party Items;
 - 18.5.4. accordingly, where you decide to use or access any Third-Party Items, you do so solely at your own risk; and
 - 18.5.5. any dealings or correspondence you may enter into in connection with any Third Party Items shall be solely between you and the relevant provider of the Third Party Items and we shall have no liability or responsibility in connection with any such dealings or correspondence.
- 18.6. Without prejudice to clauses 1.8 and 18.5, you acknowledge that:

- 18.6.1. the agreement for your use of the App pursuant to these Terms is between you and us (and not with any App Store or their designated payment provider or the provider of a Third-Party Application);
 - 18.6.2. the agreement for your use of the App Store (or your dealings with their designated payment provider) is between you and the relevant App Store or their designated payment provider (and not with us); and
 - 18.6.3. the agreement for the provision of any Third-Party Application is between you and the provider of the Third-Party Application (and not with us).
- 18.7. You acknowledge and agree that, in connection with the provision of the App, we may use and incorporate your personal data (including location data where applicable in accordance with clause 8) and any content (including messaging) which you upload to the App with third party information sources and third party software and applications. To the extent applicable, such use will be in accordance with and subject to the terms of our [Privacy Policy](#).

19. Linking to the App

- 19.1. You may link to our App, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 19.2. You must not establish, or seek to establish, a link from any website or App that is not owned by you.
- 19.3. We reserve the right to withdraw linking permission without notice. The website or App from which you are linking must comply in all respects with the content standards set out in our [Acceptable Use Policy](#).
- 19.4. You must not copy or replicate or publish any part of the App for any purpose without our express prior consent.
- 19.5. If you wish to make any use of material on the App other than that set out in these Terms, please send your request to email to info@benderdating.com.

20. Viruses, hacking and other offences

- 20.1. You must not misuse the App by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the App, the server on which the App is stored or any server, computer or database connected to the App. You must not attack the App via a denial-of-service attack or a distributed denial-of service attack.
- 20.2. By breaching clause 20.1, you could commit a criminal offence (including under the Computer Misuse Act 1990). We may report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the App will cease immediately.

21. Your liability to us

- 21.1. You must comply with all of your obligations in these Terms. You will be liable for

any loss and damage caused as a result of any breach by you of these Terms.

21.2. You will not be responsible for, or have any liability for:

21.2.1. any matter which relates to us failing to observe any provision of these Terms; or

21.2.2. any loss or damage which is indirect or consequential.

22. Our liability to you

22.1. We must comply with all of our obligations in these Terms. Subject to clause 22.3, we will be liable to you for any loss and damage caused as a result of any breach by us of these Terms.

22.2. We will not be responsible for, or have any liability for:

22.2.1. any matter which relates to you failing to observe any provision of these Terms; or

22.2.2. any loss or damage which is indirect or consequential.

22.3. If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation (at our option). However, we will not in any circumstances be responsible for, or have any liability for, any damage that you could have avoided by following our advice to apply an update offered to you or for damage that was caused by, or connected to, you failing to observe any provision of these Terms.

22.4. Nothing in these Terms shall operate to restrict or exclude any liability of ours (or yours) if and to the extent that such liability cannot be excluded or limited under any applicable law.

22.5. You acknowledge and agree that:

22.5.1. we have offered the App, set the prices for Bender Premium features and entered into the agreement with you relating to your use of the App in reliance on the provisions of these Terms (including provisions which limit or exclude our liability or any warranties or guarantees, or which allocate certain risks and responsibilities to you);

22.5.2. given the nature of the App, your ability to freely choose whether or not to use the App and the availability of other apps or similar services, the provisions of these Terms (including those referred to above) reflect a reasonable and fair allocation of risk between you and us; and

22.5.3. you have accepted these Terms (including in respect of the matters expressed to be at your sole risk and responsibility) and agreed to the access and use of the App accordingly.

23. Matters outside of our control

23.1. Without prejudice to any other provision of these Terms, we will not be responsible or liable for any matters outside of our control, including where this causes problems with the App or its availability or in respect of the acts or missions of any third party (including other users of the App).

24. Cancellation and termination

- 24.1. If at any time you wish to cancel your agreement for the use of the App, or no longer wish to be a user on the App, you may simply cease to use the App and delete your account. However, in these circumstances you will not be entitled to any refund of any charges you have paid.
- 24.2. We may in appropriate circumstances end your right to use the App in accordance with clause 25.1.
- 24.3. If we end your rights to use the App, then (without prejudice to any other rights or remedies we may have):
 - 24.3.1. you must immediately stop all use of the App;
 - 24.3.2. you must immediately stop any activities that you were authorised to do pursuant to these Terms;
 - 24.3.3. you must immediately delete or remove the App from all devices in your possession; and
 - 24.3.4. we may remotely access your devices and remove the App from them.
- 24.4. Unless you have breached any of these Terms, we will refund any money you have paid for any Bender Premium subscription if we delete (or you delete at our request) your user account (or content associated with your account or profile) such that you are unable to continue to use the App. The amount of such refund will be pro-rata in respect of the remaining period of such subscription after the date of such deletion.
- 24.5. When you cease to be a user on the App for any reason, we may (in accordance with our [Privacy Policy](#)) still hold your personal data, continue to send you the communications which you had previously consented to, and your main profile and your messages may remain on the App. Where applicable, you can elect to delete your main profile and certain content or messages yourself before you cease using the App, or you can ask us to do so by sending an email to feedback@benderdating.com, but please note that some personal data or content may nevertheless be retained by us in accordance with our [Privacy Policy](#) and [Retention Policy](#).

25. Breach of these Terms

- 25.1. A failure by you to comply with any of your obligations set out in these Terms may result (at our option) in our taking all or any of the actions:
 - 25.1.1. immediate, temporary or permanent withdrawal of your right to use the App;
 - 25.1.2. immediate, temporary or permanent removal of any material uploaded by you to the App and/or any messages you send to, or receive from, any other users;
 - 25.1.3. issue of a warning to you;
 - 25.1.4. legal action against you;

25.1.5. disclosure of such information to law enforcement authorities as we reasonably feel is necessary;

25.1.6. any other action which, in our discretion, we deem appropriate in the circumstances.

26. Miscellaneous

26.1. These Terms comprise the entire agreement between you and us relating to your use of, and access to, the App. No other terms or conditions which you purport to apply shall have any effect. You acknowledge and agree that in agreeing to these Terms, you do not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding other than as expressly set out in these Terms.

26.2. These Terms may not be varied except as otherwise expressly stated in these Terms.

26.3. No person apart from you and us has any rights in respect of the agreement formed between you and us pursuant to these Terms.

26.4. You may not assign, transfer or delegate any rights or obligations under these Terms and any purported assignment, delegation or transfer by you shall be ineffective.

26.5. We may freely assign, transfer, sub-contract or delegate any or all of our rights and obligations under these Terms (including in respect of the provision of the App).

26.6. We may transfer all or any of our rights and obligations under these Terms (including in respect of the provision of the App or any part thereof) to another organisation. We will always tell you in writing if this happens.

26.7. These Terms are without prejudice to, and shall not operate to limit or exclude, your statutory rights.

26.8. If any provision of these Terms is found to be invalid or unenforceable under mandatory laws of a particular jurisdiction, such provision shall be interpreted as to give maximum effect to its intended purpose and this shall not affect the validity or enforceability of:

26.8.1. such provision under the laws of any other jurisdiction; or

26.8.2. any other provision of these Terms.

26.9. Even if we delay in enforcing any part of these Terms, we can still do so later. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breach of these Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

26.10. Any rights or remedies which you or we may have pursuant to these Terms are without prejudice to (and shall not limit or affect) any other rights or remedies which you or we may be entitled to in law or equity.

27. Interpretation of these Terms

27.1. In these Terms:

- 27.1.1. use of the words “including” and “include” or words of similar effect shall not the sense of the words preceding them;
 - 27.1.2. use of the words “other” and “otherwise” are illustrative and shall not limit the sense of the words preceding them;
 - 27.1.3. any reference to any legislative provision is a reference to it as it is in force from time to time (taking account of any amendment, extension or re-enactment) and includes any subordinate legislation for the time being in force made under it;
 - 27.1.4. words importing the singular shall include the plural and vice versa;
 - 27.1.5. references to a numbered clause are to a clause of these Terms so numbered; and
 - 27.1.6. references to a “person” shall include natural persons, firms, companies, associations, corporate or unincorporated bodies (whether or not having separate legal personality) and that person’s legal and personal representatives, successors and permitted assigns;
- 27.2. The headings in these Terms are for ease of reference only and shall not affect their construction or interpretation.
- 27.3. In the event of any conflict between the English version of these Terms (or any part of them) and any version which has been translated into any language other than English, then the English version shall prevail.

28. Jurisdiction and applicable law

- 28.1. These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.
- 28.2. The courts of England and Wales will have non-exclusive jurisdiction over any claim arising from, or related to, these Terms or the use of the App. Other courts having non-exclusive jurisdiction over any claim arising from, or related to, these Terms or the use of the App are the Scottish courts (in respect of users living in Scotland) and the Northern Irish courts (in respect of users living in Northern Ireland).
- 28.3. Clause 28.2 does not affect any rights which you or we may have to resolve through alternative means or forums any claim arising from, or related to, these Terms or the use of the App.

29. Communications and notices

- 29.1. If you have any questions regarding these Terms, please contact us by sending an email to info@benderdating.com.
- 29.2. You may also contact us using the relevant contact details shown on our website [here](#). When communicating with our representatives, you must not do so in a threatening, abusive or offensive manner.
- 29.3. We may give notices relating to these Terms and/or the App by posting such notices on the App. We may also send you notices and otherwise contact you in connection

with these Terms by email or by any other communications means using contact information you provide to us.

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