

Terms of Use

Last revised on February 17, 2021

Welcome to Sober Dating, operated by Sober Dating, LLC (“us,” “we,” the “Company” or “Sober Dating”).

Notice to California subscribers: You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed. If you subscribed using your Apple ID, refunds are handled by Apple, not Sober Dating. If you wish to request a refund, please visit <https://getsupport.apple.com>[HYPER LINK]. If you subscribed using your Google Play Store account or through Sober Dating Online: Contact customer support

1. Acceptance of Terms of Use Agreement.

By creating a Sober Dating account or by using any Sober Dating service, whether through a mobile device, mobile application or computer (collectively, the “Service”) you agree to be bound by (i) these Terms of Use, (ii) our Privacy Policy, Cookie Policy, Arbitration Procedures and Safety Tips, each of which is incorporated by reference into this Agreement, and (iii) any terms disclosed to you if you purchase or have purchased additional features, products or services we offer on the Service (collectively, this “Agreement”). If you do not accept and agree to be bound by all of the terms of this Agreement, you should not use the Service.

We may make changes to this Agreement and to the Service from time to time. We may do this for a variety of reasons including to reflect changes in or requirements of the law, new features, or changes in business practices. The most recent version of this Agreement will be posted on the Service under Settings and also on SoberDating.com, and you should regularly check for the most recent version. The most recent version is the version that applies. If the changes include material changes that affect your rights or obligations, we will notify you in advance of the changes by reasonable means, which could include notification through the Service or via email. If you continue to use the Service after the changes become effective, then you agree to the revised Agreement. You agree that this Agreement shall supersede any prior agreements (except as specifically stated herein), and shall govern your entire relationship with Sober Dating, including but not limited to events, agreements, and conduct preceding your acceptance of this Agreement.

2. Eligibility.

You must be at least 18 years of age to create an account on Sober Dating and use the Service. By creating an account and using the Service, you represent and warrant that:

- a. You can form a binding contract with Sober Dating,

- b. You are not a person who is barred from using the Service under the laws of the United States or any other applicable jurisdiction—meaning that you do not appear on the U.S. Treasury Department’s list of Specially Designated Nationals or face any other similar prohibition,
- c. You will comply with this Agreement and all applicable local, state, national and international laws, rules and regulations, and
- d. You have never been convicted of or pled no contest to a felony, a sex crime, or any crime involving violence, and that you are not required to register as a sex offender with any state, federal or local sex offender registry.

3. Your Account.

At present, Sober Dating utilizes *Sign In With Apple* for account creation and authentication, which relies on unique identifiers created by your iCloud Account, as well as a unique device identifier. In order to use Sober Dating, using a valid iCloud Account, you must first create your Sober Dating account, as well as a personal profile. For more information regarding the information we collect from you and how we use it, please consult our Privacy Policy.

You are responsible for maintaining the confidentiality of your login credentials you use to sign up for Sober Dating, and you are solely responsible for all activities that occur under those credentials. If you think someone has gained access to your account, please immediately contact us.

4. Modifying the Service and Termination.

Sober Dating is always striving to improve the Service and bring you additional functionality that you will find engaging and useful. This means we may add new product features or enhancements from time to time as well as remove some features, and if these actions do not materially affect your rights or obligations, we may not provide you with notice before taking them. We may even suspend the Service entirely, in which event we will notify you in advance unless extenuating circumstances, such as safety or security concerns, prevent us from doing so.

You may terminate your account at any time, for any reason, by following the instructions in “Settings” in the Service, however if you use a third party payment account, you will need to manage in app purchases through such an account (e.g., iTunes, Google Play) to avoid additional billing.

Sober Dating may terminate your account at any time without notice if it believes that you have violated this Agreement. Upon such termination, you will not be entitled to any refund for purchases. After your account is terminated, this Agreement will terminate, except that the following provisions will still apply to you and Sober Dating: Section 4, Section 5, and Sections 12 through 19.

5. Safety: Your Interactions with Other Members.

Though Sober Dating strives to encourage a respectful member experience that allows members to communicate only after they have both indicated interest in one another, the Company is not responsible for the conduct of any member on or off of the Service. You agree to use caution in all interactions with other members, particularly if you decide to communicate off the Service or meet in person. In addition, you agree to review and follow Sober Dating's Safety Tips prior to using the Service. You agree that you will not provide your financial information (for example, your credit card or bank account information), or wire or otherwise send money, to other members.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER MEMBERS. YOU UNDERSTAND THAT SOBER DATING DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS ON ITS MEMBERS OR OTHERWISE INQUIRE INTO THE BACKGROUND OF ITS MEMBERS. SOBER DATING MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF MEMBERS. SOBER DATING RESERVES THE RIGHT TO CONDUCT – AND YOU AUTHORIZE SOBER DATING TO CONDUCT – ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS (SUCH AS SEX OFFENDER REGISTER SEARCHES) AT ANY TIME USING AVAILABLE PUBLIC RECORDS OBTAINED BY IT OR WITH THE ASSISTANCE OF A CONSUMER REPORTING AGENCY, AND YOU AGREE THAT ANY INFORMATION YOU PROVIDE MAY BE USED FOR THAT PURPOSE.

6. Rights Sober Dating Grants You.

Sober Dating grants you a personal, worldwide, royalty-free, non-assignable, nonexclusive, revocable, and non-sublicensable license to access and use the Service. This license is for the sole purpose of letting you use and enjoy the Service's benefits as intended by Sober Dating and permitted by this Agreement. Therefore, you agree not to:

- a. Use the Service or any content contained in the Service for any commercial purposes without our written consent.
- b. Copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way any copyrighted material, images, trademarks, trade names, service marks, or other intellectual property, content or proprietary information accessible through the Service without Sober Dating's prior written consent.
- c. Express or imply that any statements you make are endorsed by Sober Dating.
- d. Use any robot, bot, spider, crawler, scraper, site search/retrieval application, proxy or other manual or automatic device, method or process to access, retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Service or its contents.

- e. Use the Service in any way that could interfere with, disrupt or negatively affect the Service or the servers or networks connected to the Service.
- f. Upload viruses or other malicious code or otherwise compromise the security of the Service.
- g. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted to or through the Service.
- h. “Frame” or “mirror” any part of the Service without Sober Dating’s prior written authorization.
- i. Use meta tags or code or other devices containing any reference to Sober Dating or the Service (or any trademark, trade name, service mark, logo or slogan of Sober Dating) to direct any person to any other website for any purpose.
- j. Modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Service, or cause others to do so.
- k. Use or develop any third-party applications that interact with the Service or other members’ Content or information without our written consent.
- l. Use, access, or publish the Sober Dating application programming interface without our written consent.
- m. Probe, scan or test the vulnerability of our Service or any system or network.
- n. Encourage or promote any activity that violates this Agreement.
- o. Sober Dating may investigate and take any available legal action in response to illegal and/ or unauthorized uses of the Service, including termination of your account.

Any software that we provide you may automatically download and install upgrades, updates, or other new features. You may be able to adjust these automatic downloads through your device’s settings.

7. Rights you Grant Sober Dating.

By creating an account, you grant to Sober Dating a worldwide, transferable, sub-licensable, royalty-free, right and license to host, store, use, copy, display, reproduce, adapt, edit, publish, modify and distribute information you authorize us to access, as well as any information you post, upload, display or otherwise make available (collectively, “post”) on the Service or transmit to other members (collectively, “Content”). Sober Dating’s license to your Content shall be non-exclusive, except that Sober Dating’s license shall be exclusive with respect to derivative works created through use of the Service. For example, Sober Dating would have an exclusive license to screenshots of the Service that include your Content. In addition, so that Sober Dating can prevent the use of your Content outside of the Service, you authorize Sober Dating to act on your behalf with respect to infringing uses of your Content taken from the Service by other members or third parties. This expressly includes the authority, but not the obligation, to send notices pursuant to 17 U.S.C. § 512(c)(3) (i.e., DMCA Takedown Notices) on your behalf if your Content is taken and used by third parties outside of the Service. Our license to your Content is

subject to your rights under applicable law (for example laws regarding personal data protection to the extent any Content contains personal information as defined by those laws) and is for the limited purpose of operating, developing, providing, and improving the Service and researching and developing new ones. You agree that any Content you place or that you authorize us to place on the Service may be viewed by other members and may be viewed by any person visiting or participating in the Service (such as individuals who may receive shared Content from other Sober Dating members).

You agree that all information that you submit upon creation of your account is accurate and truthful and you have the right to post the Content on the Service and grant the license to Sober Dating above.

You understand and agree that we may monitor or review any Content you post as part of a Service. We may delete any Content, in whole or in part, that in our sole judgment violates this Agreement or may harm the reputation of the Service.

When communicating with our customer care representatives, you agree to be respectful and kind. If we feel that your behavior towards any of our customer care representatives or other employees is at any time threatening or offensive, we reserve the right to immediately terminate your account.

In consideration for Sober Dating allowing you to use the Service, you agree that we, our affiliates, and our third-party partners may place advertising on the Service. By submitting suggestions or feedback to Sober Dating regarding our Service, you agree that Sober Dating may use and share such feedback for any purpose without compensating you.

You agree that Sober Dating may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary, such as to: (i) comply with legal process; (ii) enforce this Agreement; (iii) respond to claims that any Content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of the Company or any other person.

8. Community Rules.

By using the Service, you agree that you will not:

- a. Use the Service for any purpose that is illegal or prohibited by this Agreement.
- b. Use the Service for any harmful or nefarious purpose.
- c. Use the Service in order to damage Sober Dating.
- d. Violate our Community Guidelines , as updated from time to time.
- e. Spam, solicit money from or defraud any members.

- f. Impersonate any person or entity or post any images of another person without his or her permission.
- g. Bully, “stalk,” intimidate, assault, harass, mistreat or defame any person.
- h. Post any Content that violates or infringes anyone’s rights, including rights of publicity, privacy, copyright, trademark or other intellectual property or contract right.
- i. Post any Content that is hate speech, threatening, sexually explicit or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
- j. Post any Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual.
- k. Solicit passwords for any purpose, or personal identifying information for commercial or unlawful purposes from other users or disseminate another person’s personal information without his or her permission.
- l. Use another user’s account, share an account with another user, or maintain more than one account.
- m. Create another account if we have already terminated your account, unless you have our permission.

Sober Dating reserves the right to investigate and/ or terminate your account without a refund of any purchases if you have violated this Agreement, misused the Service or behaved in a way that Sober Dating regards as inappropriate or unlawful, including actions or communications that occur on or off the Service.

9. Other Members’ Content.

Although Sober Dating reserves the right to review and remove Content that violates this Agreement, such Content is the sole responsibility of the member who posts it, and Sober Dating cannot guarantee that all Content will comply with this Agreement. If you see Content on the Service that violates this Agreement, please report it within the Service or via our contact form.

10. Purchases.

Generally. From time to time, Sober Dating may offer products and services for purchase (“in app purchases”) through iTunes, Google Play, carrier billing, Sober Dating direct billing or other payment platforms authorized by Sober Dating. If you choose to make an in app purchase, you will be prompted to confirm your purchase with the applicable payment provider, and your method of payment (be it your card or a third party account such as Google Play or iTunes) (your “Payment Method”) will be charged at the prices displayed to you for the service(s) you’ve selected as well as any sales or similar taxes that may be imposed on your payments, and you authorize Sober Dating or the third party account, as applicable, to charge you.

Auto-Renewal. If you purchase an auto-recurring periodic subscription, your Payment Method will continue to be billed for the subscription until you cancel. After your initial subscription

commitment period, and again after any subsequent subscription period, your subscription will automatically continue for an additional equivalent period, at the price you agreed to when subscribing. If you do not wish your subscription to renew automatically, or if you want to change or terminate your subscription, you will need to access your third party account (or Account Settings on Sober Dating) and follow instructions to cancel your subscription, even if you have otherwise deleted your account with us or if you have deleted the Sober Dating application from your device. Deleting your account on Sober Dating or deleting the Sober Dating application from your device does not cancel your subscription; Sober Dating will retain all funds charged to your Payment Method until you cancel your subscription on Sober Dating or the third party account, as applicable. If you cancel your subscription, you may use your subscription until the end of your then-current subscription term, and your subscription will not be renewed after your then-current term expires.

Additional Terms that apply if you pay Sober Dating directly with your Payment Method. If you pay Sober Dating directly, Sober Dating may correct any billing errors or mistakes that it makes even if it has already requested or received payment. If you initiate a chargeback or otherwise reverse a payment made with your Payment Method, Sober Dating may terminate your account immediately in its sole discretion.

You may edit your Payment Method information by visiting Sober Dating and going to Settings. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not edit your Payment Method information or cancel your subscription, you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. This may result in a change to your payment billing dates. In addition, you authorize us to obtain updated or replacement expiration dates and card numbers for your credit or debit card as provided by your credit or debit card issuer. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method.

Refunds. Generally, all charges for purchases are nonrefundable, and there are no refunds or credits for partially used periods. We may make an exception if a refund for a subscription offering is requested within fourteen days of the transaction date, or if the laws applicable in your jurisdiction provide for refunds.

For subscribers residing in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio and Wisconsin, the terms below apply:

You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed. In the event that you die before the end

of your subscription period, your estate shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your death. In the event that you become disabled (such that you are unable to use the services of Sober Dating) before the end of your subscription period, you shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your disability by providing the company notice in the same manner as you request a refund as described below.

To request a refund:

If you subscribed using your Apple ID, refunds are handled by Apple, not Sober Dating. To request a refund, on iPhone: first navigate to “Settings”; second, click on “Apple ID, then “iCloud”, and finally “Media & Purchases”; lastly, click on “Subscriptions” and navigate to your Sober Dating subscription. From there you are able to upgrade, downgrade, cancel, or restart your subscription to Sober Dating.

If you subscribed using your Google Play Store account or through Sober Dating directly: please contact customer support with your order number for the Google Play Store (you can find the order number in the order confirmation email or by logging in to Google Wallet) or Sober Dating (you can find this on your confirmation email). You may also mail or deliver a signed and dated notice which states that you, the buyer, are canceling this agreement, or words of similar effect. Please also include the email address or mobile number associated with your account along with your order number. This notice shall be sent to: Sober Dating, LLC, Attn: Cancellations, P.O. Box 1804, Mt. Pleasant, South Carolina, 29465.

11. Notice and Procedure for Making Claims of Copyright Infringement.

If you believe that your work has been copied and posted on the Service in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
2. A description of the copyrighted work that you claim has been infringed;
3. A description of where the material that you claim is infringing is located on the Service (and such description must be reasonably sufficient to enable us to find the alleged infringing material);
4. Your contact information, including address, telephone number and email address;
5. A written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
6. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf.

Notice of claims of copyright infringement should be provided to the Company's Copyright Agent via email to copyright@soberdating.com (PLACE HOLDER), by phone to 800-##### or via mail to the following address: Sober Dating LLC, attn: Legal P.O. Box 1804, Mt. Pleasant, South Carolina, 29465. Sober Dating will terminate the accounts of repeat infringers.

12. Disclaimers.

SOBER DATING PROVIDES THE SERVICE ON AN "AS IS" AND "AS AVAILABLE" BASIS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICE (INCLUDING ALL CONTENT CONTAINED THEREIN), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOBER DATING DOES NOT REPRESENT OR WARRANT THAT (A) THE SERVICE WILL BE UNINTERRUPTED, SECURE OR ERROR FREE, (B) ANY DEFECTS OR ERRORS IN THE SERVICE WILL BE CORRECTED, OR (C) THAT ANY CONTENT OR INFORMATION YOU OBTAIN ON OR THROUGH THE SERVICE WILL BE ACCURATE.

SOBER DATING TAKES NO RESPONSIBILITY FOR ANY CONTENT THAT YOU OR ANOTHER MEMBER OR THIRD PARTY POSTS, SENDS OR RECEIVES THROUGH THE SERVICE. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK.

SOBER DATING DISCLAIMS AND TAKES NO RESPONSIBILITY FOR ANY CONDUCT OF YOU OR ANY OTHER MEMBER, ON OR OFF THE SERVICE.

13. Third Party Services.

The Service may contain advertisements and promotions offered by third parties and links to other web sites or resources. Sober Dating is not responsible for the availability (or lack of availability) of such external websites or resources. If you choose to interact with the third parties made available through our Service, such party's terms will govern their relationship with you. Sober Dating is not responsible or liable for such third parties' terms or actions.

14. Limitation of Liability.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SOBER, ITS AFFILIATES, EMPLOYEES, LICENSORS OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE, OR ENHANCED DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES,

RESULTING FROM: (I) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICE; (II) THE CONDUCT OR CONTENT OF OTHER MEMBERS' OR THIRD PARTIES ON, THROUGH OR FOLLOWING USE OF THE SERVICE; OR (III) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR CONTENT, EVEN IF Sober Dating HAS BEEN ADVISED AT ANY TIME OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL SOBER DATING'S AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THE SERVICE OR THIS AGREEMENT EXCEED THE AMOUNT PAID, IF ANY, BY YOU TO Sober Dating DURING THE TWENTY-FOUR (24) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THAT YOU FIRST FILE A LAWSUIT, ARBITRATION OR ANY OTHER LEGAL PROCEEDING AGAINST SOBER DATING, WHETHER IN LAW OR IN EQUITY, IN ANY TRIBUNAL. THE DAMAGES LIMITATION SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE APPLIES (i) REGARDLESS OF THE GROUND UPON WHICH LIABILITY IS BASED (WHETHER DEFAULT, CONTRACT, TORT, STATUTE, OR OTHERWISE), (ii) IRRESPECTIVE OF THE TYPE OF BREACH OF OBLIGATIONS, AND (iii) WITH RESPECT TO ALL EVENTS, THE SERVICE, AND THIS AGREEMENT.

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

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

15. Retroactive and Prospective Arbitration, Class-Action Waiver, and Jury Waiver.

Except where prohibited by applicable law, the exclusive means of resolving any dispute or claim arising out of or relating to this Agreement (including any alleged breach thereof), or the Service, regardless of the date of accrual and including past, pending, and future claims, shall be BINDING ARBITRATION administered by JAMS under the JAMS Streamlined Arbitration Rules & Procedures, except as modified by our Arbitration Procedures.

The one exception to the exclusivity of arbitration is that either party has the right to bring an individual claim against the other in a small claims court of competent jurisdiction, or, if filed in arbitration, the responding party may request that the dispute proceed in small claims court instead if the claim is within the jurisdiction of the small claims court. If the request to proceed in small claims court is made before an arbitrator has been appointed, the arbitration shall be administratively closed. If the request to proceed in small claims court is made after an arbitrator has been appointed, the arbitrator shall determine whether the dispute should remain in

arbitration or instead be decided in small claims court. Such arbitration shall be conducted by written submissions only, unless either you or Sober Dating elect to invoke the right to an oral hearing before the Arbitrator. But whether you choose arbitration or small claims court, you agree that you will not under any circumstances commence, maintain, or participate in any class action, class arbitration, or other representative action or proceeding against Sober Dating.

By accepting this Agreement, you agree to the Arbitration Agreement in this Section 15. In doing so, BOTH YOU AND SOBER DATING GIVE UP THE RIGHT TO GO TO COURT to assert or defend any claims between you and Sober Dating (except for matters that may be properly taken to a small claims court and are within such court's jurisdiction). YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING, including, without limitation, any past, pending or future class actions. This list may not be exhaustive, and there may be other currently pending actions against Sober Dating.

If you assert a claim against Sober Dating outside of small claims court (and Sober Dating does not request that the claim be moved to small claims court), your rights will be determined by a NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY, and the arbitrator shall determine all claims and all issues regarding the arbitrability of the dispute. The same is true for Sober Dating. Both you and Sober Dating are entitled to a fair hearing before the arbitrator. The arbitrator can generally grant the relief that a court can, including the ability to hear a dispositive motion (which may include a dispositive motion based upon the parties' pleadings, as well as a dispositive motion based upon the parties' pleadings along with the evidence submitted), but you should note that arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. For details on the arbitration process, see our Arbitration Procedures .

The Jurisdiction and Venue provisions in Sections 16 and 17 are incorporated and are applicable to this Arbitration Agreement.

As you decide whether to agree to this Arbitration Agreement, here are some important considerations: Arbitration is a process of private dispute resolution that does not involve the civil courts, a civil judge or a jury. Instead, the parties' dispute is decided by a private arbitrator selected by the parties under the JAMS Streamlined Arbitration Rules & Procedures. Arbitration does not limit or affect the legal claims you as an individual may bring against Sober Dating. Agreeing to arbitration will only affect where those claims may be brought and how they will be resolved.

Arbitration is generally considered to be a more rapid dispute resolution process than the judicial system, but that is not always the case. The Arbitrator will typically determine whether Sober

Dating or you will be required to pay or split the cost of any arbitration with Sober Dating, based on the circumstances presented.

You will be precluded from bringing any class or representative action against Sober Dating and you will also be precluded from participating in any recovery resulting from any class or representative action brought against Sober Dating, in each case provided you are not already bound by an arbitration agreement and class action waiver previously agreed to with Sober Dating.

WHETHER TO AGREE TO THIS ARBITRATION AGREEMENT IS AN IMPORTANT DECISION. IT IS YOUR DECISION TO MAKE, AND YOU SHOULD TAKE CARE TO CONDUCT FURTHER RESEARCH AND TO CONSULT WITH OTHERS — INCLUDING BUT NOT LIMITED TO AN ATTORNEY — REGARDING THE CONSEQUENCES OF YOUR DECISION, JUST AS YOU WOULD WHEN MAKING ANY OTHER IMPORTANT BUSINESS OR LIFE DECISION.

IF FOR ANY REASON THIS ARBITRATION AGREEMENT IS FOUND TO BE INVALID, YOU WILL NEVERTHELESS STILL BE BOUND BY ANY PRIOR VALID ARBITRATION AGREEMENT THAT YOU ENTERED INTO WITH SOBER DATING

16. Governing Law.

Except where our arbitration agreement is prohibited by law, the laws of South Carolina, U.S.A., without regard to its conflict of laws rules, shall apply to any disputes arising out of or relating to this Agreement, the Service, or your relationship with Sober Dating. Notwithstanding the foregoing, the Arbitration Agreement in Section 15 above shall be governed by the Federal Arbitration Act.

17. Venue.

Except for claims that may be properly brought in a small claims court of competent jurisdiction, all claims arising out of or relating to this Agreement, to the Service, or to your relationship with Sober Dating that for whatever reason are not submitted to arbitration will be litigated exclusively in the federal or state courts of Charleston County, South Carolina, U.S.A. You and Sober Dating consent to the exercise of personal jurisdiction of courts in the State of Texas and waive any claim that such courts constitute an inconvenient forum.

18. Indemnity by You.

You agree, to the extent permitted under applicable law, to indemnify, defend and hold harmless Sober Dating, our affiliates, and their and our respective officers, directors, agents, and employees from and against any and all complaints, demands, claims, damages, losses, costs,

liabilities and expenses, including attorney's fees, due to, arising out of, or relating in any way to your access to or use of the Service, your Content, or your breach of this Agreement.

19. Entire Agreement; Other.

This Agreement, along with the Privacy Policy, Cookie Policy, Safety Tips and Arbitration Procedures, and any terms disclosed to you if you purchase or have purchased additional features, products or services we offer on the Service, contains the entire agreement between you and Sober Dating regarding your relationship with Sober Dating and the use of the Service. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. The failure of Sober Dating to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. You agree that your Sober Dating account is non-transferable and all of your rights to your account and its Content terminate upon your death. No agency, partnership, joint venture, fiduciary or other special relationship or employment is created as a result of this Agreement and you may not make any representations on behalf of or bind Sober Dating in any manner.