#### Terms and conditions

These terms and conditions ("Terms", "Agreement") are an agreement between Date Shape Houston, LLC ("Date Shape Houston, LLC", "us", "we" or "our") and you ("User", "you" or "your"). This Agreement sets forth the general terms and conditions of your use of the <a href="dateshape.com">dateshape.com</a> website and any of its products or services (collectively, "Website" or "Services").

# **Accounts and membership**

You must be at least 18 years of age to use this Website. By using this Website and by agreeing to this Agreement you warrant and represent that you are at least 18 years of age. If you create an account on the Website, you are responsible for maintaining the security of your account and you are fully responsible for all activities that occur under the account and any other actions taken in connection with it. We may, but have no obligation to, monitor and review new accounts before you may sign in and use our Services. Providing false contact information of any kind may result in the termination of your account. You must immediately notify us of any unauthorized uses of your account or any other breaches of security. We will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions. We may suspend, disable, or delete your account (or any part thereof) if we determine that you have violated any provision of this Agreement or that your conduct or content would tend to damage our reputation and goodwill. If we delete your account for the foregoing reasons, you may not re-register for our Services. We may block your email address and Internet protocol address to prevent further registration.

### Billing and payments

You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. Sensitive and private data exchange happens over a SSL secured communication channel and is encrypted and protected with digital signatures, and our Website is also in compliance with PCI vulnerability standards in order to create as secure of an environment as possible for Users. Scans for malware are performed on a regular basis for additional security and protection. If, in our judgment, your purchase constitutes a high-risk transaction, we will require you to provide us with a copy of your valid government-issued photo identification, and possibly a copy of a recent bank statement for the credit or debit card used for the purchase. We reserve the right to change products at any time.

# **Accuracy of information**

Occasionally there may be information on the Website that contains typographical errors, inaccuracies or omissions that may relate to promotions and offers. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information on the Website or on any related Service is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information on the Website including, without limitation, pricing information, except as required by law. No specified update or refresh date applied on the Website should be taken to indicate that all information on the Website or on any related Service has been modified or updated.

### Links to other websites

Although this Website may link to other websites, we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked website,

unless specifically stated herein. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any businesses or individuals or the content of their websites. We do not assume any responsibility or liability for the actions, products, services, and content of any other third-parties. You should carefully review the legal statements and other conditions of use of any website which you access through a link from this Website. Your linking to any other off-site websites is at your own risk.

# **Changes and amendments**

We reserve the right to modify this Agreement or its policies relating to the Website or Services at any time, effective upon posting of an updated version of this Agreement on the Website. When we do, we will revise the updated date at the bottom of this page. Continued use of the Website after any such changes shall constitute your consent to such changes.

# **Acceptance of these terms**

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By using the Website or its Services you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to use or access the Website and its Services.

# **Contacting us**

If you would like to contact us to understand more about this Agreement or wish to contact us concerning any matter relating to it, you may send an email to dateshapehouston@gmail.com