

G69 Terms of Use

Effective Date: July 5, 2023.

These terms of use (“Terms of Use”) govern your access to and use of AI Pictures, Inc 919 North Market Street , Suite 950, Wilmington, Delaware , 19801 (“G69”, “we”, “us”, or “our”) website www.g69.app (the “Website”), the Android and iOS mobile applications “G69” (the “Mobile Applications”), and their associated services, features, and functionalities (collectively, together with the Website and the Mobile Applications, the “Services”).

THESE TERMS OF USE CONTAIN A MANDATORY ARBITRATION PROVISION AND A CLASS ACTION WAIVER THAT REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES.

1. Changes to the Terms of Use

We may update or modify these Terms of Use at any time effective upon posting the revised Terms of Use, along with an updated “Effective Date” above, on the Services. We may give notice of such updates or modifications by any reasonable means, including by posting a revised version of these Terms of Use on the Services. Your continued access or use of the Services following any updates or modifications to these Terms of Use will constitute your acceptance of such updates or modifications.

2. Services Eligibility

You are not authorized to use the Services unless all of the following are true, and by using the Services, you represent and warrant that:

- You are of legal age of 18 and above;
- You are legally qualified to enter these Terms of Use with G69;
- You are using the Services for their intended purposes;
- You are not prohibited by law from using our Services;
- You have not committed, been convicted of, or pled no contest to a felony or indictable offense (or crime of similar severity), a sex crime, or any crime involving violence or a threat of violence, unless you have received clemency for a non-violent crime and we have determined that you are not likely to pose a threat to other users of our Services;
- You are not required to register as a sex offender with any state or provincial, national, or local sex offender registry; and

You have not been previously removed or blocked from our Services, unless you have our express written permission to re-use the Services.

If at any time you cease to meet the requirements in this Section, all authorization and access to our Services is automatically revoked, you must immediately delete your accounts on the Services, and we retain the right to remove your access to the Services without warning.

3. The Services

3.1 The Services consist of a social-networking platform that facilitates communication between users via a variety of features. Users of the Services may be presented to each other via a location-based system. The Services gives you access to an online database, through which you can get to know other registered customers through services that are either free or subject to a fee. The Services are currently only available via the Mobile Applications or the Website.

3.2 The Services contain an online database with profiles, which the registered customers of the Services fill with photos and information. The data protection information on the Services shows which data is collected in this context and how these are visible to other customers. G69 offers the Services in various countries and enables a cross-regional search and contact.

3.3 With the Services, registered members can get in contact with other people for dating purposes, finding new friends and business networking.

3.4 G69 explicitly is not a marriage broker and does not owe you a marriage brokerage or initiation.

4. Term and G69 Termination or Other Remedies

These Terms of Use will stay always in full force while you access and use our Services. You can end your membership to the Services at any time and for any reason by following the instructions on the “Deactivate Account” section on the Services. G69 can end your membership to the Services and/or terminate your access to and use of the Services at any time and for any reason without prior notice. If G69 terminates your membership to the Services, you are not entitled for any refund or of the subscription fees of your account. Upon termination, these Terms of Use will survive a termination and continue in full force and effect.

In addition to G69 termination right above, failure to comply with these Terms of Use may lead to any of the following without prior warning: (1) requests for

additional information from G69, (2) suspending your access to or use of the Services, (3) permanently blocking your access to or use of the Services, or (4) removal or deletion of certain information, data, or content posted by you.

5. Registration to the Services

5.1 The use of the Services requires your registration. Registration is only possible through Apple login. Please take into account that the registration is only successfully submitted when you have read and agreed to these Terms of Use.

5.2 G69 may terminate new registrations for the Services on its Website. Any new users should download the Mobile Application to register for the Services.

5.3 After registration for the Services, you will need to complete your profile with pictures and information.

5.4 You agree to pay G69 any fees for the Services. As described below, certain Services may be subject to fees and certain Services may be subject to fees depending on the device upon which you access or use the Services.

5.5 Upon completion of your profile and depending on the device upon which you access or use the Services, you may have the opportunity to use the Services to a limited extent free of charge in accordance with these Terms of Use. Additionally, a premium membership gives you access to an immediate profile review which results in instant access to the Services. In the case of a premium membership, G69 may still check your registered profile.

5.6 G69 has the right to terminate your account, your profile, or your membership at any time for any reason. Notwithstanding the foregoing, G69 may terminate your account, your profile, or your membership if you are in violation of these Terms of Use, you may possibly endanger other members of our Services, or if you otherwise violate G69 Community Guidelines

5.7 G69 offers a variety of features on the Services for registered members. G69 has the right to add new features, remove old features, and modify or change the Services at any time. You have no guarantee of having unchanged access to features on the Services (paid or unpaid) or its availability to basic members or those who purchased a premium membership.

5.8 Once you have successfully registered for the Services, certain services of the Services are only available upon your payment of a fee to G69. For clarity, any chargeable services shall be considered "Services" for purposes of these Terms of Use and are also subject to these Terms of Use. Before you can take advantage of these chargeable services, we will inform you about

the content of the chargeable service as well as about the prices and the terms of payment. Your declaration of payment is made when the purchase button is pressed. G69 will charge for such payment when G69 confirms your order.

5.11 G69 enables the purchase of premium membership (paid) via its Mobile Applications. As a rule, a purchase is made via the Mobile Applications if you tap on the button on the “Confirm” field or a comparable field and, if necessary, enters a password or equivalent confirmation (e.g., Face ID) for the App Store or Google Play Store. Apple also uses the customer’s iTunes account for billing while Google uses the customer’s registered Google Wallet account of its Google Play Store. These transactions are governed by separate terms and conditions, and G69 shall not be liable to you in connection with such transactions. Memberships purchased via Apple and Google have to be canceled separately in your App Store or Google Play Store settings. G69 customer service may assist you with locating these settings further and can be reached via contact@g69.app

6. Free and Chargeable Services

6.1 Once successfully registered in accordance with Section 5 above, based on your profile information and preferences, we will provide you with daily limited suggestion list online via the Services in connection with our basic membership. The suggestion list contains recommendations in the form of complete profiles you can ‘like’ or ‘pass’.

6.2 G69 provides you with daily limited profile suggestions matching your selected filter criteria. The operation of the Networking and Social Circles on iOS G69 Pro functions according to the basic membership.

6.3 In addition to the Services listed in Section 6.1 of these Terms of Use, G69 offers a range of Services subject to additional payment. These Services are paid premium memberships in the form of “G69 Pro”. Perks and details on these memberships are stated prior to purchase. G69 has the right to offer additional chargeable services at any time.

7. Subscriptions and Memberships

7.1 G69 provides automatic renewal options when purchasing a premium membership of “G69 Pro”. This option is voluntarily. If you choose the automatic renewal option when purchasing, G69 will renew all paid memberships on the date when the initial membership is expiring. After the first subscription period, the membership will renew for another period as stated during the checkout process. Then, the membership is going to renew automatically for every ongoing subscription period. When purchasing an

auto renewal membership, you confirm that the membership will be subject to the renewal plan. If you do not want to renew the membership, or if the membership should be changed or terminated, you should contact the in-app messenger service (send an email to contact@g69.app and follow the instructions.

7.2 When you deactivate or delete your membership account, or if the account is suspended or terminated by G69, you acknowledge that any remaining or unused membership will expire, and no refunds will be issued for any remaining subscriptions. If you deactivate your account and will reactivate it later, you further agree that any remaining subscriptions at the time of the account deactivation will expire and no refunds will be issued for any remaining subscriptions.

For any questions regarding your subscription, membership, or a potential refund of fees, please contact contact@g69.app. Note, that there is no obligation for G69 to provide you a refund. Membership and subscription fees may be non-refundable.

8. Your Termination

8.1 You can cancel your basic membership via the Services at any time by clicking the “Delete Profile” button in the “Settings” / “Deactivate Account” area.

8.2 Once a purchase has been made or billing cycle has begun, G69 cannot issue a refund for the Services. You can contact customer service. Help desk on how to cancel auto-renewal if you need further assistance.

8.3 If you do not give notice of termination in accordance with Section 8.2 of these Terms of Use, your paid membership for the Services will be continued until the announced end day which you accepted during the ordering process.

8.4 If you would like to cancel your membership via the Services, it is also your obligation to cancel any auto-renewal for the Services, even if you have been banned, blocked, or suspended from the Services.

9. Functionality of the Services

9.1 Certain functions of the Services are only available via the Website or the Mobile Applications. For receiving the best-possible experience, G69 recommends the use of the Mobile Applications.

9.2 In order to fully use the Services, you must use or enable the use of the latest common technologies on your device, the latest (browser) technologies (e.g., JavaScript, cookies, pop-ups), or the current Android or iOS version app

version. If older or not commonly used versions or technologies are used, you may have limited use of the Services.

9.3 If we provide you with updates for the Services, including updates for our Mobile Applications, we strongly recommend that you install them as soon as possible. It is your responsibility to install such updates within a reasonable time. If you fail to do so, even though we have advised you of the availability of the update and the consequences of not installing it, we will not be liable for any defects in the Services resulting from your failure to install the update. If you are unable to properly perform the installation based on the information provided to you, you are required to notify us immediately.

9.4 Subject to G69 determination of the quality of your account, your profile is given either partial or full access to the Services, which is to be determined by G69 in G69 sole discretion. In particular, partial access limits your ability to get in contact with other members on the Services. If you are granted partial access to the Services, you are able to modify your profile and complete a number of tasks, which may grant you full access to the Services.

Additionally, you are able to wait for our expert team to review your profile in depth to gain possible full access to the Services later after a subsequent profile review. We do not guarantee users full access to the Services upon registration or while with partial access to the Services. A selected expert team is constantly reviewing profiles to ensure the quality of our user base.

9.5 Premium users and those with full access to the Services are able to communicate with other people via messages.

9.6 G69 might offer additional seasonal activities within or outside of the Services in its discretion.

10. Your Duties

10.1 You agree that your use of the Services shall not violate any law, regulation, or code, or otherwise harm another user of the Services. This includes, but is not limited to, crimes, fraud, escorting, prostitution, and human trafficking.

10.2 You are required to make all payments for the Services due to G69 on time. If you are culpably in arrears with more than one successive installment, all outstanding fees up to the end of the term for the Services are due immediately.

10.3 You represent and warrant to G69 that all information that you provide to us in connection with your access to and use of the Services will be true, accurate, and complete. G69 reserves the right to take civil action against any customers who intentionally and / or fraudulently provide false, inaccurate, incomplete, or deceptive information.

10.4 The Services are intended for private, internal, non-commercial use only. By registering, you agree not to use the Services for commercial purposes and not to use data or information made available to you via the Services for commercial, marketing, or advertising purposes. You are expressly not permitted to use any robot, scraper, or other manual or automated means to access the Services or systematically collect any data, information, or content thereon (including the data, information, or content of other users).

10.5 You agree that you shall treat any information, data, emails and other messages from other G69 customers via the Services as confidential, and you shall not make such information, data, emails, or other messages accessible to third parties without the consent of their author. For clarity, the same applies to the names, telephone numbers, email and residential addresses, social media profiles and / or URLs or other personal data etc. of our other customers.

10.6 You agree that you shall treat the information or data shared by other customers via the Services with respect. In particular, you are forbidden to screenshot personal profiles, messages or record video chats with the intention to share it with any third party except the G69 customer service. When using chat features on the Services, you are required to behave in a respectful and polite way.

10.7 You can let us know if you are no longer interested in partner proposals via the Services due to the establishment of a partnership or for other reasons. We value your feedback. You can refer to Section 8 of these Terms of Use to find out about account closure.

10.8 G69 is entitled to delete messages via the Services without asking at any time. All data in the context of a basic membership may be deleted by G69 twenty-four (24) months after the last login by a customer. For this reason, you are solely responsible for responding to and reviewing the incoming messages and the data of your profile at regular and appropriate intervals and to archive them on your own computer or other storage media, if necessary.

11. Use of G69 Services

G69 reserves the right to remove, change, or delete any content that is publicly visible to your profile (including any profile text or photos) if you have violated these Terms of Use , or have used the Services in a manner that G69 regards as inappropriate, in its sole discretion. You are solely responsible for the content, information, data, and any other service that you post, share, link, publish or transmit in any other form via the Services.

You are prohibited from accessing or using the Services:

In a manner that objectifies other users and/ or reduces them to material value;
In abusive ways;
In violation of any law, regulation, or code;
In a manner that violates or infringes intellectual property rights, personal rights and any copyrights, trademarks, privacy or publicity rights of others; or
In a manner that is offensive, abusive, threatening, hateful or intimidating to other users or the G69 staff.

You are prohibited from breach the security or otherwise attempting to breach the security of the Services. This includes:

Investigating, scanning the system and network of its technical functions, engineering and coding the Services without the prior consent of G69;
Accessing data or information via the Services that is not intended for public use or accessing accounts that belong to other G69 members;
Violating any security authentication barriers of the Services, including, but not limited to, the face identity check or income verification check;
Harming the Services by sharing/ uploading viruses or other potentially harmful code, sending mail bombs, flooding the system or trying to crash it;
Forging pictures or photoshopping them and other documents in order to disguise the true identity and nature;
Sending G69 unsolicited emails not being connected with our core product, including, but not limited do, shady business/ service advertisements;

The following use of the Services also remains prohibited at all times:

Posting any incomplete, false, misleading, or inaccurate content about yourself and/or your profile;
Posting any content that is objectionable, reduces the dignity of people and/ or is abusive and harms other people;
Impersonating, or otherwise misrepresenting an affiliation, connection or association with, any person or entity;

Posting advertisements or solicitations of employment or business;
Using the Services to encourage, promote, facilitate, or instruct others to engage in illegal activity;
Stalking or otherwise harassing any other members or G69 employees or representatives;
Recruiting for pornography, escort sites, brothels or other morally objectionable business;
Harassing G69 employees;
Sending links or other materials which lead to explicit content or sites which contradict a genuine dating experience;
Misusing the Services for affair dating, adultery, cheating, swinging, sugar dating and any other kinds of sexual-related purposes or non-genuine dating and connecting;
Using explicit, obscene, or sexual language on your profile or when messaging with other users;
Uploading threatening or disturbing images, as well as images that display guns or other weapons, including, but not limited to, pictures of hunting with a gun or other weapon; and
Using the Services as a married person or while in a relationship;

You further undertake not to misuse the Services, in particular: Not to distribute immoral, obscene, nude, pornographic or radical political content or photos; Not to disseminate any defamatory, objectionable or otherwise illegal material or such information via the Services; Not to threaten, harass or violate any other person's rights (including personal rights); Not to use Services in a harmful or unauthentic way, in particular using services that change your natural IP address or location or disguise your true location, in particular when using VPN services while accessing G69; Not to use the Services in a way that adversely affects the availability of offers for other customers; Not to intercept emails / messages; ; Not to upload photos with text, advertisements, or photos that are screenshots; Not to upload photos that are regarded sexual, explicit, harassing etc.; and Not to mention names, addresses, telephone numbers, email addresses, social media accounts or payment accounts etc. in the personal description.

You agree to never harass, annoy, intimidate, or threaten any G69 staff or agents engaged in providing the Services. If we feel that your behavior towards any of our staff or agents is threatening or offensive, we reserve the right to immediately terminate your membership and your access to and use of the Services.

G69 has the right to block your account to the Services without a refund if you have violated these Terms of Use, have used the Services in a manner that G69 regards as inappropriate, in its sole discretion, or have engaged in activities outside of the Services that G69 regards as inappropriate, in its sole discretion. In the event G69 blocks your account, it is your obligation to cancel any auto-renewal in accordance with Section 8 of these Terms of Use.

12. Ownership and Right to Access and User the Services

You understand and agree that G69 owns or has been licensed by third parties, all right, title, and interests in and to the Services and the individual content contained therein. You understand and agree that the Services are proprietary to G69 and are protected by applicable intellectual property and other proprietary rights, laws, treaties, and that you acquire no ownership interest in the Services by accessing or using the Services.

Subject to these Terms of Use and your compliance with these Terms of use, G69 hereby grants you a personal, non-exclusive, non-transferable limited license to access and use the Services solely for your personal, non-commercial, and internal use. All rights not expressly granted to you in these Terms of Use are reserved and retained by G69.

13. Digital Millennium Copyright Act

G69 respects the intellectual property rights of others and requests that users of our Services do the same. If you believe that any content on any of our Services violates or infringes upon your intellectual property rights pursuant to Title 17, United States Code, Section 512(c)(2), please provide a notice to the designated copyright agent (as set forth below) containing the following:

- An electronic or physical signature of a person authorized to act on behalf of the owner of the copyright interest;

- Identification of the copyrighted work claimed to have been infringed;

- Identification of the material that is claimed to be infringing and information reasonably sufficient to permit G69 to locate the material;

- The address, telephone number, and, if available, an e-mail address at which the complaining party may be contacted;

- A representation that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- and

A representation that the information in the notice is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

14. No Criminal Background Checks or Other Background Checks

YOU UNDERSTAND THAT G69 DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS ON ITS USERS OR OTHERWISE INQUIRE INTO THE BACKGROUND OF ITS USERS EXCEPT AS OTHERWISE SET FORTH IN THESE TERMS OF USE. G69 MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT, IDENTITY, INTENTIONS, LEGITIMACY, OR VERACITY OF USERS. G69 RESERVES THE RIGHT TO CONDUCT—AND YOU AUTHORIZE G69 TO CONDUCT—ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS (SUCH AS SEX OFFENDER REGISTER SEARCHES) AT ANY TIME USING AVAILABLE PUBLIC RECORDS, AND YOU AGREE THAT ANY INFORMATION YOU PROVIDE MAY BE USED FOR THAT PURPOSE. IF G69 DECIDES TO CONDUCT ANY SCREENING THROUGH A CONSUMER REPORTING AGENCY, YOU HEREBY AUTHORIZE G69 TO OBTAIN AND USE A CONSUMER REPORT ABOUT YOU TO DETERMINE YOUR ELIGIBILITY UNDER THESE TERMS OF USE.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS. G69 REGISTRATION SCREENING PROCESS AND OTHER TOOLS DO NOT GUARANTEE YOUR SAFETY AND ARE NOT A SUBSTITUTE FOR SENSIBLE SAFETY PRECAUTIONS. ALWAYS USE YOUR BEST JUDGMENT AND TAKE APPROPRIATE SAFETY PRECAUTIONS WHEN COMMUNICATING WITH OR MEETING NEW PEOPLE. COMMUNICATIONS RECEIVED THROUGH THE SERVICES MAY RESULT FROM USERS ENGAGING WITH THE SERVICES FOR IMPROPER PURPOSES, INCLUDING FRAUD, ABUSE, HARASSMENT, OR OTHER SUCH IMPROPER BEHAVIOR.

Though G69 strives to encourage a respectful user experience, it is not responsible for the conduct of any user on or off the Services. You agree to use caution in all interactions with other users, particularly if you decide to communicate off the Services or meet in person.

15. Disclaimers

G69 PROVIDES OUR SERVICES 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 OUR SERVICES (INCLUDING ALL CONTENT CONTAINED THEREIN), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ANY WARRANTIES IMPLIED BY A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

G69 DOES NOT REPRESENT OR WARRANT THAT (A) OUR SERVICES WILL BE CURRENT, RELIABLE, OR SECURE, (B) OUR SERVICES WILL BE AVAILABLE ON AN UNINTERRUPTED OR ERROR-FREE BASIS, (C) ANY DEFECTS OR ERRORS IN OUR SERVICES WILL BE DISCOVERED OR CORRECTED, OR (D) THAT SERVICES OR ANY CONTENT OR INFORMATION YOU OBTAIN ON OR THROUGH OUR SERVICES WILL BE ACCURATE OR APPROPRIATE FOR YOUR PURPOSES. FURTHERMORE, G69 MAKES NO GUARANTEES AS TO THE NUMBER OF ACTIVE USERS AT ANY TIME; USERS' ABILITY OR DESIRE TO COMMUNICATE WITH OR MEET YOU, OR THE ULTIMATE COMPATIBILITY WITH OR CONDUCT BY USERS YOU MEET THROUGH THE SERVICES.

G69 ASSUMES NO RESPONSIBILITY FOR ANY CONTENT THAT YOU OR ANOTHER USER OR THIRD PARTY POSTS, SENDS, OR RECEIVES THROUGH OUR SERVICES; NOR DOES G69 ASSUME RESPONSIBILITY FOR THE IDENTITY, INTENTIONS, LEGITIMACY, OR VERACITY OF ANY USERS WITH WHOM YOU MAY COMMUNICATE WITH THROUGH G69. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK. G69 IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER HARDWARE, COMPUTER SOFTWARE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, BUT WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, HACKING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE, OR ANY OTHER TECHNICAL OR OTHER DISRUPTION OR MALFUNCTION.

16. Linked Websites

This Services may contain links to sites or social media platforms that are not affiliated with or under the control of G69 (the "Linked Websites"). The inclusion of a Linked Website on our Services does not imply our

endorsement of the Linked Website, and G69 is not responsible for the availability, accuracy, content, or any other aspect of the Linked Websites. If you decide to access Linked Websites, you do so at your own risk. G69 disclaims any and all liability arising in connection with such Linked Websites and makes no representations or warranties with respect to such Linked Websites. Your use of Linked Websites is subject to the terms and conditions of such Linked Websites.

17. Third Party Materials

To the extent that any information, material, or functionality on the Services is provided by third party content providers (“Third Party Materials”), G69 disclaims any and all liability arising in connection with such Third Party Materials. Therefore, any opinions, statements, products, services, or other Third Party Materials are those of the applicable third party. G69 does not represent or endorse the availability, accuracy, content, or reliability of any Third Party Materials, or represent or warrant that your use of any Third Party Materials will not infringe the rights of third parties not owned or affiliated with G69.

18. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL G69, ITS AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE, FIXED, 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 SERVICES, (II) THE CONDUCT OR CONTENT OF ANY USERS OR THIRD PARTIES IN CONNECTION WITH THE SERVICES; (III) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR CONTENT, OR (IV) OTHERWISE IN CONNECTION WITH THESE TERMS OF USE, OR THE SERVICES, EVEN IF G69 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL G69 AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS RELATING TO THE SERVICES EXCEED THE AMOUNT PAID, IF ANY, BY YOU TO G69 FOR THE SERVICES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THAT YOU FIRST FILE A LAWSUIT, ARBITRATION OR ANY OTHER LEGAL PROCEEDING AGAINST G69, WHETHER STATUTORY, 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 RIGHTS, PRIVILEGES, OR OBLIGATIONS, AND (iii) WITH RESPECT TO THE SERVICES AND THESE TERMS OF USE.

THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF YOUR REMEDIES UNDER THESE TERMS OF USE 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 AS DETERMINED BY APPLICABLE LAW.

19. Indemnity

You agree to indemnify, defend, and hold G69, its affiliates, employees, officers, directors, licensors, or service providers from and against any kind of lawsuits, damages, losses, claims, or other proceedings, and all resulting loss, damage liability, cost and expense (including attorneys' fees) in connection with or that could arise from: (1) content, data, or information that you submit, post to, or transmit through the Services, (2) your access to and use of the Services, (3) your conduct or interactions with other users of the Services, (4) your violation of these Terms of Use, or (5) your violation of any applicable law, regulation, or code, or your violation of any rights of another.

20. Communication

G69 may communicate with you either via the in-app messenger system when logged in or via email (e.g., support, sending partner proposals, contract confirmation and invoices / reminders). You should not contact G69 via telephone, fax or mail. For clear authentication and protection against misuse, your messages should contain one of the following details, so that we can assign you to your account, depending on what applies to you: E-mail address, Facebook e-mail address, Google Account e-mail address, LinkedIn Account e-mail address, Apple ID e-mail address, or the phone number you used to register with the Services. G69 sends to all of its registered users' messages of informational and promotional content. This can be within the Services (e.g., G69 News, customer service avatars) or to the linked e-mail address or phone number in the form of e-mails or SMS messages

respectively. You may specify the types of messages you want to receive in their profile settings, including promotional messages.

21. Additional

23.1 G69 is entitled to commission third service providers and vicarious agents to provide parts or the entire range of Services.

23.2 These Terms of Use constitute the entire agreement with respect to your access and use of the Services.

23.3 You agree that you shall not contest the admissibility or enforceability of G69 copy of these Terms in connection with any action or proceeding arising out of or relating to these Terms of Use.

23.4 Should a part of these Terms of Use become or be ineffective or unenforceable, the remaining content will remain in full force and effect. The statutory provisions also apply.

23.5 Any waiver of any provisions contained in these Terms of Use by G69 shall not be deemed to be a waiver of any other provision of these Terms of Use. All rights not expressly granted herein are reserved.

23.6 The parties agree the language of these Terms of Use is English.