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TERMS OF USE

We are The Crush Confidential LLC, its owners, members, and employees, (sometimes referred to in these Terms of Use as “us,” “we,” “our”). These Terms and Conditions apply not only to your access to, and use of, any content, services, or links on our website <https://www.thecrushconfidential.com> but also our mobile services through “The Crush Confidential” App (collectively the “Sites”) Your access to and use of the Sites is conditioned upon your acceptance of and compliance with these Terms of Use.

By continuing to use the Sites, you agree that your use of the Sites constitute your acceptance of, and agreement to, these Terms of Use and our [Privacy Policy](#). Further, that you are at least 18 years of age and that you are fully competent to enter into the terms, conditions, obligations, representations, and warranties set forth in these Terms of Use. If you do not agree to comply with these Terms of Use then you do not have permission to access or use the Sites or Services. By “Services” we mean the matchmaking and coaching services we provide through our Sites.

With respect to our mobile SMS/MMS services your carrier’s normal rates and fees, including standard message and data rates, apply and you are solely responsible for the cost thereof. We typically send around ___ messages per month but your activity on the Services may result in you receiving more or less than that amount. To opt out of receiving SMS/MMS messages from us, text STOP to [**INFO@THECRUSHCONFIDENTIAL.COM**](mailto:INFO@THECRUSHCONFIDENTIAL.COM). If you need assistance with our mobile services contact us at [**INFO@THECRUSHCONFIDENTIAL.COM**](mailto:INFO@THECRUSHCONFIDENTIAL.COM). You consent to receive emails and or text messages from us in connection with the use or promotion of the Services.

In case you did not know, all our content on the Sites are copyrighted and may not be used, copied, or reproduced without our prior written consent. Also, “The Crush Confidential” is a trademark owned by us. All rights are reserved. Our content may not be copied, imitated, or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Services are the property of their respective owners. Reference to any products, services, processes, or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship, or recommendation thereof by us.

ABOUT US

Now, with that out of the way, here is how we work. Like other matchmaking companies, we have “Clients” and we have “Members.” Sometimes, you will meet a client, and sometimes, you will meet a member. What is the difference? As a client, this journey is catered to YOU. However, unlike other matchmaking companies in the industry, we understand the importance of BOTH client and member being invested in the relationship building process. This means that, while the client is the one paying for this service (package dependent), he/she understands that both parties will be receiving coaching and relationship building strategies and techniques, vital to the success of the new relationship.

When you become a client, you will have access to matches and a personalized, catering client experience. We will assess priorities, deal breakers and compatibility for all your dates. We will work through our universe for potentially compatible people from our community, as well as an extensive network of professional matchmakers in all major cities in the US, to find ideal matches - wherever they may be.

As you see we offer various payment methods. You authorize us to charge you for the Services through any payment method(s) you select. Certain Payment Methods, such as credit cards and debit cards, may involve agreements between you and the financial institution, credit card issuer or other provider. If we do not receive payment from such provider you agree to directly pay all amounts due upon demand. IF YOU OPT

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FOR AN AUTOMATICALLY RENEWING YOUR SUBSCRIPTION, YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW FOR THE APPLICABLE PERIOD UNLESS YOU CANCEL IT BEFORE THE INITIAL SUBSCRIPTION ENDS.

To cancel your Services you need to send an email to _____ and include _____. Your State law may provide certain state specific information relating to cancellation that we will abide by as applicable. Except as otherwise provided by law or under these Terms of Use, you will not be entitled to any refund of the fees you have paid to us. After your account is canceled, or if it is otherwise terminated, all the Terms of Use that by their nature may survive termination of the Services (such as indemnification) shall be deemed to survive such termination.

PER THE REQUIREMENTS OF SEVERAL STATES, YOU MAY CANCEL YOUR SERVICES WITHOUT ANY PENALTY OR OBLIGATION, AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY FOLLOWING THE DATE YOU SUBSCRIBE TO THE SERVICES EXCLUDING SUNDAYS AND HOLIDAYS. NOTICE OF CANCELLATION NEEDS ONLY STATE YOUR DESIRE TO CANCEL. TO CANCEL, EMAIL US AT: **INFO@THECRUSHCONFIDENTIAL.COM**

QUALIFICATIONS AND RULES

What makes us different is that once you find a match, you can be guided and coached about what to do next or how to properly build a relationship after the first date. We launch RELATIONSHIPS, not just make matches. To do this effectively there are certain rules that everyone must follow. We apologize for the formality, but it is what it is.

To access some features of the Sites, you may have to create a personal account. You agree to provide accurate and complete information in creating such account. You are responsible for maintaining the confidentiality of your username and password for your account, and are responsible for anything that occurs under your username and password. If you suspect any unauthorized use of your username or password contact us at **INFO@THECRUSHCONFIDENTIAL.COM**. You acknowledge that we are not responsible for any loss or damage arising from the theft or misappropriation of your username or password. You agree that you are responsible for actions and submissions under your account.

To be eligible to take part in our Services you must meet certain qualifications, and follow certain rules specifically:

THE QUALIFICATIONS:

- 1) you must be at least 18 years old;
- 2) you must never have been convicted of a felony or any criminal offense characterized as a sexual offense;
- 3) you must not be on any governmental sex offender registry;
- 4) you must not have been suspended or removed from the Services in the past;
- 5) you cannot be a competitor of ours using the Services for reasons that are in competition with us;
- 6) you cannot be identified as a "Specially Designated National";

THE RULES:

- 1) you will not use the Service in any unlawful manner or in a manner that is harmful to or violates the rights of others;
- 2) you will not engage in any unlawful, harassing, obscene, intimidating, threatening, predatory or stalking conduct or defraud, deceive, or steal from us or users of the Services;
- 3) You will not misrepresent your identity or you age;
- 4) You will not obtain and utilize client or Member information to send, any unsolicited commercial email, bulk e-mail, or similar communications,(no spamming!)
- 5) You will not promote or enable illegal or unlawful activities, such as instructions on how to make or buy illegal items, including drugs;
- 6) You will not use another client or member's account or permit or allow other people or third parties to access and use the Services through your account; or
- 7) You will not use the Sites for any purpose other than their intended purpose;
- 8) You will not bypass our security measures or try to, or access any portion of the Sites not open to the general public;
- 9) You will not upload any viruses, trojan horse, worms, time bombs, cancelbots, or other harmful, or disruptive codes, components or devices, or other malware or software agents through the Services.
- 10) You will not post, transmit or deliver to any client of member any content that violates any third-party rights or any applicable law, rule or regulation or is prohibited under these Terms of Use. By this we are referring to content that:
 - i. is obscene, defamatory, abusive, threatening, harassing, inflammatory, inaccurate, misrepresentative, fraudulent or illegal;
 - ii. promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
 - iii. may infringe or violate any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party without obtaining proper permission first;
 - iv. contains video, audio, photographs, or images of another person without his or her express written consent
 - v. that violates anyone's right of privacy or publicity or restricts or inhibits any person from using or enjoying the Sites and Services.

Our failure to enforce any of these rules, or provision of these Terms of Use will not be considered a waiver of those rights. If any provision of these Terms of Use is held to be invalid or unenforceable by a court, the remaining provisions of these Terms of Use will remain in effect.

USER CONTENT

“User Content” is content that a user (other than us) provides on the Sites or through the Service. User Content can include messages, text, photos, video, music, and other things to name a few. You are solely responsible for any User Content that you provide to us or others through the Services or Sites.

We have rules, and we endeavor to enforce them but we cannot, and do not take responsibility for or assume liability for any User Content posted by you or others, or for any loss or damage caused by such post. We are not responsible nor liable for any infringement, defamation, slander, libel, falsehoods, obscenity, pornography, or profanity. Also, we are not responsible for any inaccurate, misleading, incomplete, or false information associated with User Content.

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While we have no obligation to review or control, monitor User Content, by using the site, you agree that we have, at our sole discretion, the right to edit, refuse, or delete User Content for any reason or no reason whatsoever, at any time, without any notice.

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THIRD PARTIES

We use certain services through the Smart Match App, a hosted, matchmaking management service. SmartMatchApp follows its own data privacy and security principles set forth in its official Privacy Policy which can be found at https://smartmatchapp.com/privacy_policy.

We may use other third parties to help provide our Services. These third parties may have their own additional terms and conditions.

We make no claim or representation or warranties regarding, and accept no responsibility for, the quality, content, nature, completeness, or reliability of third-party sites accessible by hyperlink from any of our Sites as these third party sites are not under our control. We basically provide third party links to you as a convenience, and while we may utilize these sites there is no affiliation, endorsement or adoption by us of the content or information you get from these sites. You should review the applicable terms and policies, including privacy policy of any of these sites. You access any such third-party sites and services at your own risk. So be careful out there.

From time to time, we may have advertisements from third parties. Your interaction with such third parties, and any terms, conditions, warranties, or representations associated with such interactions, are between you and the advertiser. Again, we are not and cannot be responsible for these third parties, and we do not endorse, any features, content, advertising, products, services, or other materials on or available from third party sites. You agree that we are not responsible or liable for any loss or damage of any kind you may incur as the result of such interaction or as a result of the presence of third-party advertisers on or through, our Sites.

A BUNCH OF BINDING LEGAL STUFF YOU NEED TO READ AND UNDERSTAND

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In using the Sites, and to the fullest extent allowed by applicable law, you agree to defend, indemnify, and hold harmless The Crush Confidential, LLC, its officers, members, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Sites; (ii) your violation of any term of these Terms of Use; or (iii) your violation of any third-party right, including without limitation any copyright, infringement, property, or privacy right.

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users. We do, however, reserve the right, in our sole discretion, to conduct such inquiries and background checks, and you agree that we have the right to do so, and you consent to such screening and agree to provide to us complete, accurate and current information confirming your eligibility for use of the Services. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY OR DEATH, EMOTIONAL DISTRESS OR IDENTITY THEFT.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES CAUSED BY OR RESULTING FROM YOUR RELIANCE ON ANY INFORMATION OBTAINED FROM THE SITES EVEN IF SUCH DAMAGES WERE OR SHOULD HAVE BEEN FORESEEABLE. UNDER NO CIRCUMSTANCES WILL THE COMPANY'S AGGREGATE LIABILITY, IN ANY FORM OF ACTION WHATSOEVER IN CONNECTION WITH YOUR USE OF THE SERVICES EXCEED THE AGGREGATE AMOUNT OF FEES YOU PAID FOR SERVICES DURING THE IMMEDIATELY PRECEDING YEAR.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THE IMMEDIATELY ABOVE SECTIONS MAY NOT APPLY TO YOU.

YOU AGREE WITH US THAT ANY AND ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION OR OTHER REPRESENTATIVE PROCEEDING. YOU AGREE THAT, BY USING THE SERVICES, WE (YOU AND US) ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, OR OTHER REPRESENTATIVE PROCEEDING.

These Terms of Use are governed by the substantive laws of the State of Ohio, without respect to any conflict of laws principles. Any claim or dispute between you and us, that arises in whole or in part from the Sites shall be determined by a court of competent jurisdiction located in Montgomery County, Ohio. YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION WILL BE PERMANENTLY WAIVED.

GENERAL TERMS

We may amend our Terms of Use at any time. If we amend the Terms of Use, we will update the "last revised" date at the top of this page. Your continued use of the Sites after this date will constitute acceptance by you of the new Terms of Use. As a result, you should consistently review these Terms of use

If you are dissatisfied with the Site or Services, or you do not agree with any part of these Terms of Use, then your sole and exclusive remedy is to discontinue using the Sites.

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We do not knowingly collect or solicit personal information from anyone under the age of 18. If we learn that we have collected personal information from a child under age 18 without verification of parental consent, we will promptly delete that information.

Please refer to our [Privacy Policy](#) for information about how we collect store, use and discloses personally identifiable information. You understand and agree that if you post any content, information or material of a personal or private nature such content, information and materials will be shared with others and you hereby consent to such sharing. You understand that by using the Services you consent to the collection, use and disclosure of your personally identifiable information and aggregate data as set forth in our Privacy Policy, and to have your personally identifiable information collected, used, transferred to and processed in the United States or any other country in which we may process your data or make the Services available.

Our failure to enforce any right or provision of these Terms and Use will not be considered a waiver of those rights. If any provision of these Terms and Conditions is held to be invalid or unenforceable by a court, the remaining provisions will remain in effect.

We reserve the right to terminate, in our sole discretion, users who are deemed to have violated and of the Terms of Use.

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