

General terms and conditions

(Last revised on February 10, 2021)

Welcome to Aquema (A Queer Match) the application software for mobile devices.

Users who access, download, use and/or subscribe to the Aquema App (hereinafter also referred to as the "Service") must do so under the following terms and conditions (this "Agreement").

If you live in the European Union or in a European country, these Terms of Use are between you and:

Aquema UG (haftungsbeschränkt)
Hans-Thoma-Weg 1
71032 Böblingen
Germany

Other countries cannot use the Aquema service.

The terms "us", "we" or "company" refer to Aquema UG (haftungsbeschränkt).

1. Acceptance of the agreement on the terms of use

THIS AGREEMENT CONSTITUTES A LEGAL AGREEMENT BETWEEN YOU AND AQUEMA UG (HAFTUNGSBESCHRÄNKT). PLEASE THEREFORE READ IT CAREFULLY BEFORE USING THE AQUEMA APP.

BY ACCESSING, DOWNLOADING, USING AND/OR SUBSCRIBING TO THE AQUEMA APP, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT AND AGREE TO BE BOUND BY THEM.

IF YOU DO NOT AGREE TO THIS AGREEMENT, PLEASE STOP USING THE AQUEMA APP IMMEDIATELY.

We are entitled to make changes to this contract and the Service in the future.

We must and may do this for various reasons, such as to reflect changes in the law or in legal requirements, new features or changes in business practices. The latest version of this contract will be published within the app under the settings and on aquema.eu. You should regularly read the latest version.

The latest version is always valid. If the revisions include significant changes that affect your rights or obligations, we will notify you of these changes in a reasonable manner, such as by notices on the App or via email.

If you continue to use our service after the changes take effect, you agree to the revised contract.

You must be at least 18 years old to open an account on Aquema and use the Service. The use of our service for commercial purposes is also not permitted.

By creating an account and using the Service, you represent and warrant that you enter into a binding agreement with Aquema.

2. Subject of the contract

During the contract period we offer you access to an online database which enables you to get to know other women. Our service is only available via mobile apps for IOS and Android devices and includes paid services.

The online database provided by Aquema contains so-called profiles, which are provided with photos and information by the registered customers. The data collected in this context and how this data is visible to other users can be found in the Privacy policy of the App.

We offer our service in the countries shown on the website and thus enable a nationwide search and contact.

The subject of the contract is explicitly not marriage brokerage or marriage initiation.

3. Your account

To use the Aquema App, you must log in with a valid email address and a password that you assign.

After entering your email address and password you will receive an email to verify your address.

For more information about the data we collect from you and how we use it, please read our Privacy Policy of the App.

You are responsible for maintaining the confidentiality of the credentials you use to log in to Aquema. You are also solely responsible for all activities that occur under this account.

If you believe that someone has gained access to your account, please contact us immediately via our contact form.

4. Billing and cancellation

We are always striving to improve our service and provide additional features that you may find attractive and useful.

This means that we will continue to add new features or enhancements, and remove some features. If these actions do not materially affect your rights or obligations, we may do so without prior notice to you.

We may suspend our service entirely. In this case, we will notify you in advance unless mitigating circumstances, such as security concerns, prevent us from doing so.

To use additional features of our app, you can sign up for a subscription (a membership).

Your membership begins on the day you activate through a third-party payment account via that same account (e.g., iTunes, App Store, Google Play) and is automatically renewed on a monthly basis.

We'll charge your payment method the membership fee for the next billing cycle. The membership fee for our service is charged monthly. Subscriptions are automatically renewed unless you cancel or terminate your subscription. If you take out a subscription, your payment method will be billed monthly in advance within 24 hours of your initial purchase at the price at which you took out the subscription.

Deleting your account in the Aquema App or deleting the Aquema App from your device does not cancel or

terminate your subscription! We will retain all funds charged to your payment method until you cancel or terminate your subscription through your third party account. If you cancel or terminate your subscription, you can use our service until the end of the current subscription period, and your subscription will not renew when that period expires.

You may cancel your Aquema membership at any time and for any reason. You may continue to use our service until the end of your billing period. To cancel and avoid future billing, you must access your account with the affected third party service provider (e.g., iTunes, App Store, Google Play) and disable automatic renewals or sign out of the Aquema Service through that third party service provider.

You can view billing information related to your Aquema membership by accessing your account with the third party service provider.

We may terminate your account at any time without notice if we believe you have breached this Agreement. After such termination, you are not entitled to a refund. If your account is terminated, this Agreement will be terminated.

5. Rights we grant you

We grant you a personal, royalty-free, non-transferable, non-exclusive, revocable, Europe-wide and non-sublicensable license to access and use the Service.

This license is for the sole purpose of allowing you to use and enjoy the benefits of the Service in the manner intended by us and permitted by this Agreement.

Therefore you agree to refrain from:

- use the Service or any content contained within the Service for commercial purposes without our written consent.
- or to give the impression that statements you make are endorsed by us.
- robots, bots, spiders, crawlers, web page search/retrieval applications, proxy or other manual or automatic devices, methods or processes to access, retrieve, engage in "data mining" on, or in any way reproduce or circumvent the navigational structure or presentation of the Service or its contents.
- use the Service in a manner that may interfere with, disrupt, or adversely affect the Service or the servers or networks connected to the Service.
- viruses or other malicious code or otherwise compromise the security of the service.
- forge headers or otherwise manipulate identifiers to disguise the origin of information transmitted via the service.
- to "frame" or "mirror" any portion of the Service without the prior written permission of Aquema.
- meta tags, codes or other devices that contain a reference to Aquema or the Service (or any Aquema trademark, trade name, service mark, logo or slogan) to direct persons to other websites for other purposes.
- modify, adapt, sublicense, translate, sell, reverse engineer, decrypt, decompile or otherwise disassemble any

part of our service, or cause others to do so.

- third party applications that interact with the Service or with content or information from other users without our written consent.
- use, access or publish the Aquema application programming interface without our written consent.
- to investigate, interrogate or test the vulnerability of our service or any system or network.
- activities in breach of this Treaty.

We may investigate and take all available legal action in response to illegal and/or unauthorized use of our service, including termination of your account.

The Aquema App, can automatically download and install upgrades, updates or other new features. You may be able to adjust the automatic downloads in your device's settings.

6. Rights you grant us

By creating an account, you grant Aquema a European, transferable, sublicensable, royalty-free right and license to host, store, use, display, adapt, edit and modify the information.

This includes information that you write, upload, display or otherwise make available in the App or transmit to other users.

You authorise us to act on your behalf in relation to the infringing use of your content (hereinafter also referred to as "Publications") taken from the Service by other users or third parties, so that we can prevent your content from being used outside the Service.

Access to your Content is subject to your rights under applicable law (for example, laws that govern the protection of personal data to the extent that Content holds personal data in accordance with the provisions of such laws) and is solely for the purpose of operating, developing, providing and improving the Service.

You agree that any Content that you place on the Service, or that we place on the Service on your behalf, may be viewed by other Users who visit or participate in the Service (e.g., people who may view Aquema Content displayed by other Users).

You agree that all information that you submit after creating your account is accurate and truthful, and that you have the right to post the Content on the Service and grant Aquema the above access.

You agree that we may monitor and review any Content you post on the Service. We may delete, in whole or in part, any Content that in our sole discretion violates this Agreement or may damage the reputation of the Service.

You agree to be respectful and friendly when communicating with our staff. If we believe that your conduct with our staff is at any time threatening or abusive, we reserve the right to terminate your account with immediate effect.

By submitting your suggestions or feedback regarding our service to Aquema, you agree that we may use and share such feedback for any purpose, without compensation to you.

Please note that Aquema may access, store and disclose your account information and content if required to do so by law, by executing its agreement with you, or in the good faith belief that such access, storage or disclosure is in the best interest of a legitimate interest, such as to (i) comply with legal process; (ii) enforce the 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 anyone else.

7. Interactions with other users

While we strive to promote a respectful user experience, we are not responsible for the conduct of users inside or outside the Service.

You agree to exercise caution in all interactions with other users, especially if you choose to communicate outside the Service or meet users in person.

You also agree to read and follow our safety tips before using the Service. You agree not to disclose any financially relevant information (e.g. your credit card or bank account details) to other users or to send money to them by bank transfer or otherwise.

You undertake to treat messages from other users confidentially and not to make them available to third parties without the consent of their author. The same applies to names, telephone numbers, residential and e-mail addresses and other personal data of other users.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS. YOU ARE AWARE THAT WE DO NOT CHECK THE CRIMINAL PAST OF OUR USERS OR OTHERWISE INQUIRE ABOUT THE PAST AND BACKGROUND OF OUR USERS. WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE CONDUCT OF OUR USERS.

8. Community guidelines

By using the Service, you agree not to do the following:

- to use the Service for any purpose that is illegal or prohibited by this Agreement
- uses the service for harmful or nefarious purposes.
- use the service to damage Aquema.
- violating our community guidelines.
- spam to send.
- to solicit money from other users.

- to defraud other users.
- to impersonate any other natural or legal person or to publish pictures of another person without their permission.
- mobbing, stalking, intimidating, attacking, harassing, mistreating or defaming others
- Publish content that infringes or violates anyone's rights, including publicity, privacy, copyright, trademark or other intellectual property rights or contract law.
- publish content that is hate speech, threatening, sexually explicit or pornographic, inciting violence or contains nudity or graphic or gratuitous violence
- to request passwords for any purpose or personal data from other users for commercial or unlawful purposes, or to disseminate the personal data to other persons without the consent of the person concerned.
- use the account of another user, share an account with another user or maintain more than one account.
- to create another account if we have already cancelled your account, unless you have our permission.

Aquema reserves the right to audit and/or terminate your account without refund if you have violated this Agreement, misused the Service, or acted in a manner that Aquema deems inappropriate or illegal, including actions or communications that occur inside or outside of the Service.

In addition, you may read our Community Guidelines.

9. Content from other users

Although we reserve the right to review and remove content that violates this agreement, such content is the sole responsibility of the user publishing it. We cannot guarantee that all contents are in accordance with this contract.

If you notice content on the Service that violates this Agreement, please report that user within the Service.

10. Right of withdrawal

As a subscriber resident in the EU or the European Economic Area, you are entitled to a full refund in accordance with local law within 14 days of the start of the subscription, without having to give reasons.

Please note that this 14-day period starts with the start of the subscription.

If you purchased your subscription using your Apple ID, refunds will be processed through Apple, not Aquema. To request a refund, go to iTunes, click on your Apple ID, select "Purchase History", locate the transaction, and click "Report a Problem".

If you purchased your subscription using your Google Play Store accounts, contact Customer Support with your Google Play Store order number (you'll find the order number in the order confirmation email or by signing in to Google Wallet).

You may also send or deliver by mail a signed and dated letter stating that you, the purchaser, are terminating this Agreement, or a notice of equivalent effect. In addition to the order number, please also provide us with the email address associated with your Aquema account (app@aquema.eu). This letter should be sent to the following address: Aquema UG (limited liability), Hans-Thoma-Weg 1, 71032 Böblingen, Germany

If you exercise your right to cancel (except for purchases made using your Apple ID, which are regulated by Apple), we will ask Google for a refund of any payments we have received from you immediately and in any event within 14 days of receiving your cancellation notice. Refunds will be processed using the same payment method you used for the original transaction. Under no circumstances will you be charged for the refund.

11. Assertion of claims due to copyright infringement

If you believe that your work has been copied and published on our service in a way that constitutes copyright infringement, please provide us with the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the protected work whose copyrights you believe have been infringed;
- a description of where the material that you claim is infringing is located on the Service (which description must be sufficiently detailed to enable us to locate the allegedly infringing material);
- your contact details, including address, telephone number and email address;
- 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
- a statement by you 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.

In case of claims due to copyright infringements, please send us an e-mail to app@aquema.de or a letter to:

Aquema UG (haftungsbeschränkt)
Hans-Thoma-Weg 1
71032 Böblingen
Germany

We will terminate the accounts of infringers who are guilty of repeated violations.

12. Disclaimer of liability

AQUEMA PROVIDES THE SERVICE ON AN "AS IS" AND "AS AVAILABLE" BASIS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICE (INCLUDING ANY CONTENT CONTAINED THEREIN), INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF SATISFACTORY

QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

AQUEMA DOES NOT REPRESENT OR WARRANT THAT (A) THE SERVICE WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE, (B) ANY DEFICIENCIES OR ERRORS IN SERVICE ARE REMEDIED; OR (C) THAT ANY CONTENT OR INFORMATION CONTAINED IN OR OBTAINED THROUGH THE SERVICE IS ACCURATE.

AQUEMA ASSUMES NO RESPONSIBILITY FOR CONTENT THAT YOU, OTHER USERS OR THIRD PARTIES PUBLISH, SEND OR RECEIVE THROUGH THE SERVICE. ACCESS TO ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS AT YOUR OWN DISCRETION AND RISK.

13. Third-party services

We do NOT offer advertising and promotions from third parties!

14. Limitation of liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AQUEMA, ITS AFFILIATES, EMPLOYEES, LICENSORS OR SERVICE PROVIDERS SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, WHETHER CAUSED DIRECTLY OR INDIRECTLY, OR LOSS OF DATA, GOODWILL, USE OR OTHER INTANGIBLE LOSSES, ARISING FROM

(I) YOUR USE OF OR ACCESS TO OR INABILITY TO USE THE SERVICE

(II) THE CONDUCT OR CONTENT OF OTHER USERS OR THIRD PARTIES IN CONNECTION WITH THE USE OF THE SERVICE; OR

(III) UNAUTHORISED ACCESS, USE OR ALTERATION OF YOUR CONTENT, EVEN IF AQUEMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL AQUEMA'S TOTAL LIABILITY TO YOU IN RESPECT OF ALL CLAIMS RELATING TO THE SERVICE EXCEED THE AMOUNT PAID BY YOU, IF ANY, TO AQUEMA FOR THE SERVICE DURING THE TIME YOU HAVE AN ACCOUNT.

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. Applicable law, alternative dispute resolution

The law of the Federal Republic of Germany applies to the exclusion of German conflict of laws.

Aquema does not participate in dispute resolution procedures before consumer dispute resolution bodies. A legal obligation does not exist in this respect.

16. Indemnification on your part

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless Aquema,

its affiliates and their respective officers, agents and employees from and against any and all actions, claims, demands, demands, damages, losses, costs, liabilities, expenses and attorneys' fees arising out of or in any way connected with your access to or use of the Service, your Content or your breach of this Agreement.

17. Total of the contract; other

This Agreement, together with the Privacy Policy, Safety tips and any terms and conditions disclosed to and agreed to by you, constitutes the entire agreement between you and Aquema with respect to the use of the Service.

If any provision of this Agreement is held invalid, the remainder of this Agreement shall remain in full force and effect.

The Company's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of that right or provision. You agree that your Aquema account is non-transferable and that all of your rights to your account and its contents shall terminate upon your death.

This agreement does not create any agency, partnership, joint venture, fiduciary or other special relationship or employment, and you may not make any representations or bind Aquema in any way.

The contract language is German.

No automatic storage of the text of the contract by Aquema will take place at the time the contract is entered into. You are therefore required to save on your hard drive or otherwise archive the text of the contract that is valid at the time the contract is concluded and that is accessible here.

Aquema UG (haftungsbeschränkt), Hans-Thoma-Weg 1, 71032 Böblingen, Germany, represented by its managing director, is responsible for the content of the service.