

MINGLE-IRL TERMS & CONDITIONS

PREAMBLE

Voodoo, 17 Rue Henry Monnier, 75009 Paris, France (hereinafter also: "**Operator**"), offers a real life event organization platform in the mobile app Mingle-IRL (hereinafter: "**Platform**" or "**Mingle-IRL**"). Any person who uses the Services offered by the Operator in the app is considered a User.

The following Terms and Conditions apply to the registration with Mingle.

DEFINITIONS

Platform : means this website, accessible at <https://mingle-irl.com/>, and its application ("**Application**") version available on the Apple App Store and Google Play Store, allowing Users to (the "**Services**"):

- Organize their own Events;
- Unlimited attendance of Events;
- Chat privately with other Users

User(s) : means any individual who accesses Mingle-IRL on behalf of its name or its organization/company.

Organizer(s) : means any User who creates an Event on the Platform.

Attendee(s) : means any User who undertakes to attend an Event created on the Platform.

Account : means the account created via the Platform allowing Users to create Events, attend Events, or communicate with other Users who created an account by chat, provided that Users subscribe to Mingle +.

Event(s) : means any event created via the Platform which enables Users to get to know other Users in the context of a public meeting, e.g. in a restaurant or other leisure activities, and which are aligned with the <https://mingle-irl.com/community-guidelines> of Mingle-IRL.

(We may use terms like "We" or "You" in our Terms & Conditions ; "We", "Us" refers to Mingle-IRL/Voodoo , our corporate parent, subsidiaries or affiliates (when relevant) , "You" refers to any User accessing the website, creating an Account or not.

I. Our Agreement

Disclaimer 1: Our Agreement only rules the relationship between You and Mingle-IRL, Your relationship with other Users (Organizers or Attendees) may be subject to a different agreement.

Disclaimer 2 : For providing Our Services via the Platform, We may include third-party services. Those third-party services are subject to specific terms and conditions accessible on third-parties websites. By using Mingle-IRL You agree to those third-party terms and conditions.

1. By accessing Our Platform You are agreeing to Our Terms & Conditions, a legally binding agreement (the “**Agreement**”). This Agreement incorporates every policy or guidelines accessible on Our Platform, such as Our Mingle-IRL Community Rules and Our Privacy Policy.
2. By creating an Account and subscribing to Mingle +, You are entitled to access all of our Services, allowing Users to organize and attend Events, provided that you subscribe to Mingle + subject to Subscription Fees.
3. Mingle may only be used for purely private, non-commercial purposes. Exceptions require the prior written consent of the Operator.
4. As Mingle-IRL is always looking for improvements of the Platform, We may amend from time to time this Agreement. In case of a material change of the Agreement, We will send You a specific notice via the mail address You used for the creation of Your Mingle-IRL Account. In any case, We will publish the amended version of the Agreement on Our Platform, setting the date at which the amended version enters into force.
5. The User may terminate the Agreement at any time without giving reasons by using the function provided for this purpose in the App (Settings --> Delete Account). The Operator may terminate the contract extraordinarily at any time without observing a notice period if the User violates this Agreement. The Operator does not assume any liability for data deleted in the context of a contract termination. There is also no claim for restoration of the deleted data. In case of a provisional exclusion or an extraordinary termination, further claims of the Operator remain unaffected.

II. Eligibility & Account

1. Registration on Mingle-IRL may only be used for purely private, non-commercial purposes. Exceptions require the prior written consent of the Operator.
2. To access Our Services, Users must create an Account on the Platform and subscribe to Mingle +. In order to create an Account and to subscribe to Mingle +, You must be at least 18 years old and a natural person. Mingle-IRL does not conduct any ID verification when Users create an Account, meaning You represent you are at least 18 years old. If You are under 18 years old and that You attend an Event, Mingle-IRL cannot be held responsible for any damage you suffer occurring from this Event. Some Events created for specific purposes (such as oenology Events or any Event leading to alcohol consumption), may require You to be at least 21 years old.

3. By registering, You provide us some personal information, such as Your name, Your area, and Your mailing address. Please make sure to keep up to date with this information.
4. When creating Your Account, You choose a personal password. Please make sure to choose a strong password, using special characters. In order to keep your Account's confidentiality, please also make sure to update Your password on a regular basis.
5. You may only register in Your own name. The data provided during registration must be complete and truthful. Registration under a pseudonym or an incorrect e-mail address is not permitted. The personal access data must be treated confidentially by the User and may not be disclosed to third parties. Only one Account may be created per User. Existing Accounts under one name must be deleted before a new Account under the same name is registered.
6. The Operator reserves the right to refuse the registration of Users without giving reasons. In this case, the data provided by the User will be deleted immediately. We also reserve the right to suspend or terminate your Account if we have not received or do not have current and verifiable personal information. Without limiting the foregoing, if we, in our sole discretion, find that you have violated these Terms or the Community Rules, we will permanently terminate Your Account. If You have had an Account that was previously terminated or You otherwise have had Your access to the Application or Services terminated, You will not be permitted to register for a new account or become a User without Our express consent, which We may withhold in Our sole discretion.
7. Account security - You acknowledge and agree that Your Account is personal to you and that you are not entitled to transfer Your account to any other person. You shall not rent, sell or give away your Account information. You are responsible for keeping Your Account information secure, secret, and confidential. You shall not give your Account information to anyone else, nor allow anyone else to use Your Account information or otherwise jeopardize the security of Your account. You must immediately inform us if You suspect that another person has obtained access to Your Account. You remain fully liable for any actions taken with respect to Your Account, regardless of whether these actions were taken by You or by an unauthorized third party that has gained access to Your Account. You are solely responsible for maintaining Your account or Using the Application, including without limitation, in-app purchases, whether or not authorized by You, and You agree to fully compensate us for any losses or harm in case You fail to keep your Account Information confidential, or if You share your Account information with a third party.
8. You have the right to delete Your Account at any time. You acknowledge and agree that if You delete Your account, or if We delete Your account in accordance with these Terms, You will lose access to any data in Your account. Mingle is entitled to permanently delete profiles that are inactive for a long period of time.

III. Fees, Payments & Offer (Mingle +)

In order to access our Services, you need to Subscribe to Mingle +.

1. You can subscribe to Mingle + by subscribing and undertaking to pay a recurring fixed monthly fee (the “**Subscription Fees**”). The Services are made available through distribution channels, including the Apple App Store and the Google Play Store (the “**Distribution Channels**”). The Mingle + Subscription Fees will be billed by the operators of the Distribution Channels via the Payment Method you selected on your account created on the Distribution Channel when subscribing to Mingle +. You will be billed on a monthly basis following Your Subscription to Mingle + (the “**Billing Period**”).
2. In the event that the payment method associated with Your account on the Distribution Channel is declined or is no longer available for payment of you Subscription Fees, We may suspend your Account and Your access to the Services until You update the said payment method. To update Your payment method, please refer to the terms and conditions accessible via the Distribution Channel You used to download Mingle-IRL.
3. As You can fully access Our Services once You subscribe to Mingle +, Subscription Fees are not refundable and You expressly agree to waive Your right of withdrawal once Your Subscription is achieved.
4. You may terminate Your Subscription to Mingle + at any time and You will continue to have access to Our Services until the end of Your Billing Period. To terminate Your Subscription, please refer to the terms and conditions accessible via the Distribution Channel You used to download Mingle-IRL.
5. Mingle-IRL reserves the right to modify the Subscription Fees at any time in order to reflect circumstances such as the inclusion of new features or changes in economic conditions. In this event, We will make Our best efforts to notify You via the mailing address you provided when creating Your Account at least thirty (30) days prior to the implementation of the new Subscription Fees. Any modification of the Subscription Fees will enter into force at least thirty (30) days end of month following our notification of the modification of the Subscription Fees. If You don’t terminate your Mingle + Subscription, You agree to pay the updated Subscription Fees and any associated taxes for the next recurring monthly payment period. If You don’t agree with the modification of the Subscription Fees, You need to cancel your Subscription via the Distribution Channel You used to download Mingle-IRL.
6. Mingle-IRL reserves the right to implement a new fee or to modify an existing fee following our improvements of the Platform. In this event, we will make our best efforts to notify you via the mailing address you provided us when creating your Account. If you continue using the Services affected by those modifications, you agree to pay those fees and any associated taxes for your discontinued use of the applicable service.

IV. Reasonable use of the Platform

A. CONTENT

1. Mingle-IRL allows its Users to share Content via the Platform. Content means any material that Users with an Account share through the Platform. For instance, but not exclusively, Content can be shared through:
 - Their profile’s biography and picture ;

- Messages exchanged between Users via the Platform ;
 - The description of Events.
2. General law compliance - You may Use the Application and/or Services only for lawful purposes. The User is solely responsible for any Content he posts on the Platform. Therefore, the User undertakes to not create or publish any insulting, discriminatory, sexist, pornographic, threatening, violence glorifying, harassing or illegal Content on the Platform. Content must respect the Community Rules.
 3. Username and Avatar - Your Username and profile picture (“Avatar”) must not be obscene, lewd, slanderous, pornographic, improper, abusive, violent, insulting, indecent, threatening, or contain any harassing language of any kind or infringe any intellectual property right or other rights of a third party. We can require You to change Your Username, profile photo, or any other content submitted or uploaded, at its sole discretion. We retain the right to disable, suspend or terminate Your Account if You do not comply with its requirements.
 4. Mingle is entitled to change profile descriptions and all other profile information of the User, which do not comply with the Terms and/or Community Rules of Mingle, even without prior notice, or to delete them in whole or in part. Mingle-IRL also reserves the right to suspend or terminate Your Account at any time in the event You breach our Community Rules. The same applies if other Users have complained to the Operator about the User because of corresponding violations. In this respect, the Operator reserves the right, if necessary, to view and check chats reported by other Users on the basis of corresponding complaints in accordance with the dual control principle in order to verify or exclude corresponding violations. In the event that we terminate Your Account because You breach our Community Rules and more generally, this Agreement, Minge-IRL will not refund any amounts that you have already paid (meaning, for instance, the Subscription Fees).
 5. Mingle-IRL is making its best efforts to moderate the Content posted via this Platform but cannot guarantee it will review everything. By using Our Platform and accepting the Agreement, You agree to post Content which complies with all applicable laws, rules and regulations, and that Your Content doesn’t violate or infringe the rights of any third party, including, but not exclusively, any intellectual property right.
 6. You represent that all data, information, and communication, including without limitation any chat text, image, graphics, sound, video, tags, or other materials (“User Content”) that may be uploaded, transmitted, sent, communicated or otherwise made available through Our Application or Service by You shall remain accurate, complete and true. We do not guarantee that other Users will not copy or Use the ideas or information that You make available. If You have any information that You would like to keep confidential and/or do not want others to Use, do not make it available through the Application or Service. We have no responsibility to evaluate, Use or compensate You for any ideas or information You may choose to share or make available. When You Use the Application or Service, You acknowledge and agree that there may exist offensive, indecent, or otherwise objectionable material. We are not responsible for any User

Content that is uploaded, transmitted, sent, communicated, or otherwise made available through Our Application or Service by You or other Users, is not responsible for monitoring the Application or Service, and assumes no obligation to modify, edit, remove or delete for inappropriate content or conduct and no obligation to modify, edit, remove or delete any inappropriate content. Mingle-IRL does not pre-screen or monitor User Content and Users' conduct. Mingle-IRL does not guarantee the quality, accuracy, or integrity of User Content on Our Service. Mingle-IRL cannot be held liable for any such User Content, including, but not limited to, errors, loss, or damage. Your Use of the Application or Service is at Your own risk.

7. We are not required to, although We may, regulate, monitor, and/or record Your interactions with the Application or Service, or communications (including without limitation chat text) when You are using the Service. We are not obliged to but is authorized to, review, monitor, prohibit, edit, remove, delete, disable access to or otherwise make unavailable any User Content without prior notice for any reason or for no reason at any time. By installing, Using, or otherwise accessing the Application or Service, You hereby provide Your irrevocable consent to such regulation, monitoring, and recording. You acknowledge and agree that You have no expectation of privacy concerning the transmission of any User Content, including, but not limited to, chat text or voice communications. You are responsible for any User Content that You submit, and acknowledge and agree that no User Content that is uploaded shall violate Our Community Rules or shall be:
 - a. harassing, illegal, defamatory, threatening, inflammatory, profane, libelous, defamatory, offensive, pornographic, inappropriate, abusive, racist, obscene, indecent, unlawful, or otherwise objectionable, or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability or otherwise violate any law, regulation or the Rules. We shall have sole discretion to judge whether You have committed a breach of this provision;
 - b. a misrepresentation or constitute fraud;
 - c. protected by law, including without limitation confidential information, copyright, trademark, patent, trade secrets, or any other proprietary rights or in violation of any applicable laws and regulations or contractual restrictions;
 - d. marketing or advertising for any good, service, business, or other organization;
 - e. an invasion of a third party's privacy or an impersonation of another person and/or User;
 - f. with or contain viruses, malware, or any other malicious code, files, or programs designed to interrupt, destroy or limit the functionality of any software or equipment; or
 - g. otherwise prohibited by applicable laws and regulations.

8. In exchange for Use of the Application or service, You hereby grant to Us a sole, exclusive, irrevocable, perpetual, transferable, sublicensable, assignable, fully paid-up, royalty-free, worldwide license to copy, reproduce, fix, adapt, modify, create derivative works from, manufacture, commercialize, publish, distribute, sell, license, sublicense, transfer, lease, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, communicate to the public by telecommunication, display, perform, enter into computer memory, and Use and practice, in any way, Your User Content as well as all modified and derivative works, including marketing and promotions of the Service. You also hereby grant Us the right to authorize others to exercise any of the rights granted to Us under these terms. You further hereby grant to Us the

unconditional, irrevocable right to Use and exploit Your name, likeness, and any other information or material included in any User Content and in connection with any User Content, without any obligation to You. Except as prohibited by law, You waive any rights of attribution and/or any moral rights You may have in Your User Content, regardless of whether Your User Content is altered or changed in any manner. Mingle-IRL does not claim any ownership rights in Your User Content and nothing in these Terms is intended to restrict any rights that You may have to Use and exploit Your User Content. Mingle-IRL is not obliged to monitor or enforce Your intellectual property rights in or to Your User Content.

B. PRIVACY

At Mingle-IRL, We take your privacy seriously, We encourage You to not share your personal data (as defined in the Regulation (EU) 2016/679 (General Data Privacy Regulation), the “GDPR”). When creating an Event, make sure to respect the principle of minimization required by the GDPR, meaning only ask the Attendees, the minimum personal data possible to organize Your Event. For more information, please read our Privacy Policy accessible at <https://mingle-irl.com/privacy> Please don't use Mingle to collect personal data except to the extent required to organize Events.

C. DAMAGE TO REPUTATION

You warrant You will not commit any acts or display any conduct that damages or has the potential to damage Our's or any of its affiliates' reputation. We retain the right to judge whether a certain action is defamatory or damages its reputation and to take any measures, including the deletion of posts and/or terminating an Account.

V. Release

To the full extent permitted by applicable law, You agree to release us and our officers, directors, shareholders, agents, employees, consultants, corporate parent, affiliates, subsidiaries, sponsors, and other third-party partners (“Mingle-IRL Parties”) from claims, demands, and damages (direct and consequential) (“Claims”), arising out of or in any way connected with any transaction with a third party, Your interactions with other Users, or in connection with a Mingle-IRL Event. You also agree, to the full extent permitted by applicable law, to release Organizers from Claims based on an Organizer's negligence arising out of or in any way connected with their Content or an Event. The law in some countries and states do not allow the release, so these limits may not apply to you. You waive and relinquish all rights and benefits that You have or may have under Section 1542 of the California Civil Code or any similar provision of statutory or non-statutory law of any other jurisdiction to the fullest extent permitted by law.

You acknowledge that some Events carry inherent dangers, such as the risk of illness, bodily injury, disability, or death. By participating in these events, You understand and agree that You have freely chosen to assume these risks.

VI. Breach of Terms

1. **Breach Event** - You accept that breach of any of the provisions hereunder shall entail, as We see fit, in its sole discretion, including without limitation:
 - Immediately suspending a User's access to the Services; please note that in the event that We terminate Your Account because You breached our Agreement, which includes not exclusively the Community Rules, We will not refund any amounts that You have already paid (meaning, for instance, any prepaid Subscription Fees);
 - Terminating the User's Account;
 - Seizing the Account balance;
 - Disclosing the User's registration information (including the identity of the User) to financial institutions, relevant authorities, and/or any person or entity that has the legal right to such information; and/or
 - Taking all legal action, including the filing of a criminal or civil action.
2. **Right to report** - We reserve the right, at Our sole discretion, to report any suspicious activity, including potential money laundering, or other illegal activity, and to transmit any information to the appropriate authorities without notice to You.

VII. Equipment and Devices

1. **Maintenance** - You accept that You are solely responsible for the supply and maintenance of all the computer equipment and telecommunication network and internet access services that You use in order to access the Services, including mobile devices (hereafter referred to as "Devices"). We will not be liable for any losses caused to You by any failure of Your mobile, computer equipment, telecommunications network, and/or internet access. It is Your responsibility to protect Your system from all computer viruses and We shall not be held responsible for any losses incurred in relation to any viruses.
2. **Security disclaimer** - We do not guarantee that the Application/the Platform is entirely secure and exempt from error or that it will always be available.
3. **Devices disclaimer** - We do not warrant that the Services will work on all Devices. You are solely responsible for obtaining and maintaining compatible Devices necessary to access and use the Services, as updated from time to time.
4. **Updates** - We shall use Our best efforts to inform users of any necessary implemented or upcoming updates that will be launched on Our Services.

VIII. Indemnification

User hereby agrees to indemnify and hold harmless Mingle-IRL and the Mingle-IRL Parties against any damages (whether direct, indirect, incidental, consequential or otherwise), losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim, demand, suit, proceeding (whether before an arbitrator, court, mediator or otherwise) that arises from an

alleged violation of the foregoing or otherwise from the User's use of Platform, or User's breach of our Agreement.

IX. Limitation of Liability

1. As Is: WITHOUT LIMITING MINGLE-IRL OBLIGATIONS HEREUNDER, THE SERVICES IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS IS," WITHOUT ANY WARRANTIES OF ANY KIND. MINGLE-IRL HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. MINGLE-IRL MAKES NO WARRANTY THAT THE PLATFORM WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS AND THAT IT WILL BE UNINTERRUPTED, ERROR-FREE, TIMELY, SECURE.
2. WARRANTY DISCLAIMER REGARDING THE EVENTS : MINGLE-IRL HAS NO CONTROL OVER AND THEREFORE CANNOT GUARANTEE THE SAFETY, SUCCESS AND LEGALITY OF ANY EVENT.

MINGLE-IRL IS NOT LIABLE FOR THE ACTS OR OMISSIONS OF ANY THIRD PARTIES, INCLUDING THIRD PARTIES THAT HELP US PROVIDE THE SERVICES VIA THE PLATFORM.

IN NO EVENT WILL MINGLE-IRL BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE SERVICES, THE PLATFORM, THE USE OF THE SERVICES, THE DELAY OR INABILITY TO USE THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE ARISING FROM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. EXCEPT IN THE EVENT OF A CLAIM OF INDEMNIFICATION OR A BREACH OF CONFIDENTIALITY, THE TOTAL LIABILITY OF A PARTY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WILL NOT EXCEED, THE LESSER, IN THE AGGREGATE : (i) HUNDRED DOLLARS, OR (ii) THE FEES PAID TO MINGLE-IRL IN THE TWELVE MONTH PERIOD ENDING ON THE DATE THAT A CLAIM OR DEMAND IS FIRST ASSERTED. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

X. Reports of Complaints and Waivers

1. Report of Complaint - You and We agree any dispute, claim or controversy arising out of or relating in any way to the Application, Services and Content, including, but not limited to, Our

Application, Our Content, products, Services, and User interfaces, Our Privacy Policy and/or Our privacy practices generally, these Terms, and this Arbitration Agreement shall be determined by binding arbitration.

2. YOU AGREE THAT, BY AGREEING TO THESE TERMS, THE U.S. FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT, AND THAT YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS OR PRIVATE ATTORNEY GENERAL ACTION. This arbitration provision shall survive termination of these Terms.
3. Informal Resolution - Prior to initiating arbitration, You must first raise Your complaint with the customer support team using the following details: minglefair@gmail.com (“Informal Resolution”). If the parties do not reach an agreed-upon solution within ninety (90) days from the time the informal dispute resolution is commenced (the first date You first contacted customer support), then either party may initiate binding arbitration (see Section 11) as the sole means to formally resolve all claims and disputes between them. To the extent permitted by applicable law, any dispute must be filed within one year from the date Informal Resolution was commenced or such claim is barred.
4. Class/Collective/Representative/Private Attorney General Waivers - YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both You and We agree otherwise, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a class, collective, or representative proceeding. If any court or arbitrator determines that the class, collective, or representative action waiver set forth in this Section is void or unenforceable for any reason or that arbitration can proceed on a class, collective, or representative basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

XI. Arbitration Process and Governing Law

1. Initiation of Arbitration

- a. All claims and disputes arising out of or relating to this Agreement or its Terms (including their interpretation, applicability, formation, performance, and breach), the Privacy Policy, the Platform, the Services, the Content, and/or your Use of any of the Application shall be finally settled by binding arbitration administered by French Association Nationale des Médiateurs, or JAMS if you reside in the U.S., under their rules and procedures as applicable, including the commercial arbitration rules, as modified by this agreement (excluding any rules or procedures governing or permitting class, collective, or representative actions or proceedings).
- b. This arbitration provision is made pursuant to a transaction involving interstate commerce, and the Federal Arbitration Act shall apply to the interpretation, applicability, enforceability, and formation of the agreement to arbitrate notwithstanding any other

choice of law provision contained herein. The arbitration provisions shall survive termination, if any, of this agreement. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of the agreement to arbitrate, including without limitation any claim that all or any part of this agreement to arbitrate is void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

- c. Your arbitration fees and Your share of arbitrator compensation shall be governed by the arbitrator rules, as appropriate, but shall not incorporate class action procedures or any rules or procedures governing, allowing, or permitting class, collective, or representative actions or proceedings. The arbitration shall also be governed, as appropriate, by JAMS Consumer Minimum Standards, including the then-current limit on arbitration filing fees. The JAMS rules governing the arbitration may be accessed at <http://www.jamsadr.com/> or by calling JAMS at +1 (800) 352-5267.
 - d. Unless You and We agree otherwise, any arbitration hearing will take place in Paris, France (or New York City for U.S. residents). If the value of the relief sought is \$10,000 or less, you or Mingle may elect to have the arbitration based solely on written submissions, which election shall be binding, subject to the arbitrator's discretion to require an in-person hearing. The arbitrator's award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
 - e. The Parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial, to the extent allowed by law. The Parties further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.
 - f. Notwithstanding the Parties decision to resolve all disputes through arbitration, as an exception to resolving all disputes through binding arbitration, to the extent that a dispute arises from:
 - a violation of enforcement of Our intellectual property rights in any manner (but not, for clarity, a dispute or claim related to the license granted to You under these Terms); or
 - allegations of theft, piracy, unauthorized Use, or a violation of the United States Computer Fraud and Abuse. In that circumstance, the parties agree that either party may seek injunctive remedies (or an equivalent type of urgent legal relief) in court, subject to further provisions below.
2. **Opt-Out** - You have the right to opt-out and not be bound by the binding arbitration provisions set forth herein by sending written notice of Your decision to opt-out to the following address

minglefair@gmail.com The notice must be sent within thirty (30) days of the earlier of your first download of the Application or your commencing use of the Application or Service. Your request will only be effective and enforceable if you can prove the request was properly sent to the correct email address within the applicable 30-day deadline. Otherwise, you shall be bound to arbitrate disputes in accordance with the terms of Section VIII. If you opt-out of these arbitration provisions, We also will not be bound by arbitration provisions set forth herein.

3. **Governing Law and Jurisdiction** - If you reside or use our Services in the U.S, you agree the laws of the United States of America and the laws of the State of California, without regard to any principles of conflicts of laws, will govern these Terms, Your Use of the Application, and all matters relating to your access to, and/or Use of, the Application or Service, including all disputes between You and Us. All claims or disputes arising out of or relating to this agreement and the Terms (including their interpretation, formation, performance, and breach), the Privacy Policy, the Application, and/or Your Use of any of the Application or Service shall be subject to and governed in all respects by the laws of the United States of America and the laws of the State of California. You and We irrevocably consent to the exclusive jurisdiction and venue of state or federal courts in Los Angeles County, California to resolve any claims or disputes that are subject to exceptions to binding arbitration as set forth above, or otherwise determined not to be arbitrable.

Otherwise, for any dispute not subject to arbitration, these Terms shall be governed by and construed in accordance with the French law, without regard to conflict of law principles thereof. You hereby consent to the exclusive personal jurisdiction and venue of Paris, France.

XII. Intellectual Property

1. Our Platform, notably but not exclusively its design, is protected by copyright and may not be used or modified without the prior consent of Mingle-IRL. Mingle-IRL and its distributors, vendors, contractors, licensors and/or licensees are the exclusive owners or licensees of all the content and materials on the Application (the “Mingle Content”) and of all related intellectual property rights therein, including, but not limited to, all copyrights, moral rights, trademarks, trade secrets, trade names, and all other proprietary rights, and patent rights. Mingle Content includes, but is not limited to, titles, computer codes, texts, graphics, images, arts, sounds, music, video, audio and/or audiovisual effects and combinations, interactive content, recording of gameplay made Using the Application, software, feedback, comments, communication, suggestions and any other material, look-and-feel, design, layout, organization, presentation, User interface, navigations and stylistic convention of the site. All rights not expressly granted to you herein are reserved by Mingle.
2. **Commercial use** - As long as You are in compliance with these Terms, We provide You a non-exclusive, personal, non-transferable, revocable limited license to the Application or Services only for Your personal private non-commercial, entertainment Use (excluding any related object or source code). You must exercise this license in accordance with these Terms and You are not authorized to Use the Application for any other purpose.

3. **Content protection-** You must not copy, reproduce, republish, redistribute, modify, license, sublicense, distribute, transmit, display, perform, publish, reverse engineer, create derivatives based on the Application or any part of Our Application, create or make available to the public any work related to Our games, or otherwise exploit, through any means or media, any of the Application's Content.
4. **No Ownership** - You acknowledge and agree that You shall have no right, title, or interest in any of Our Application, including without limitation any content that appears in the Application, accounts, other than the license granted to You by these Terms. You do not acquire any ownership interests in any Mingle Content by accessing, browsing, or otherwise using the Application.
5. By using Mingle-IRL, You grant us a simple, temporally and spatially unlimited, irrevocable, royalty-free, sublicensable and transferable right of use to display Your Content, for the purpose of providing the Services.

XIII. Term and Termination

1. Termination of Account by User - We can, upon User request, delete an Account. Such a request must be sent to minglefair@gmail.com. Once a request is received and confirmed, We will delete all User information, except for the information that We are legally obliged to retain or which may be necessary for establishing, exercising, or defending legal. After an account is deleted, the User will not be able to recreate an Account with Mingle-IRL. Immediately upon termination of Your Account, all licenses, and rights granted to You under these Terms automatically terminate. If You choose to close Your Account, any funds in your Account will be forfeited. If You want to withdraw funds from your Account before closing it, You must request to do so prior to terminating Your Account.
2. Termination of Services by Mingle-IRL - We reserve the right, at any time and from time to time, temporarily or permanently, with or without notice, in whole or in part, to:
 - stop offering and/or supporting the Services or part of the Services;
 - terminate or suspend Your license to Use the Services or any part of it;
 - modify or discontinue the Services;
 - modify or remove any of the information contained in the Services;
 - limit the Services' availability to any person, geographic area, or jurisdiction;
 - charge fees in connection with the Use of the Services;
 - modify and/or waive any fees charged in connection with the Services; and/or
 - offer opportunities to some and all Users of the Services.

If that happens, We are not required to provide refunds, benefits, or other compensation. If We unilaterally suspend or terminate your Account due to a violation involving fraud, illegal behavior, or cheating (as determined in Our sole discretion) of these Terms, funds in your Account may be forfeited and not returned to you. You agree that We will not be liable to You or to any third party for any modification, suspension, or discontinuance of the Services, in whole or in part. Your continued Use of the Services after such changes will indicate Your acceptance of such changes in the Services and in these Terms.

3. Termination in case of violation of Terms - Notwithstanding any of the above, We may, at its sole discretion, permanently or temporarily terminate, suspend, or otherwise refuse to permit Your access to the Application or Services without notice.
4. Survival - Upon termination of Your account, for any reason, You continue to be bound by these Terms.

XIV. Entire Agreement and Severability

The Terms and the policies and agreements incorporated herein by reference (mingle-irl.com/terms.pdf), as amended, constitute the entire agreement between You and Mingle-IRL. In the event of a conflict with any incorporated agreement, these Terms shall control. These Terms supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between You and Us, with respect to Your Use of the Application and all matters relating to Your access to, and/or Use of, the Application or Services. If any part of the agreement is held by a court of law to be invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect the original intentions of the parties, and the remaining portions shall remain in full force and effect.

XV. Assignment of Rights

You may not transfer, assign, sub-license, or pledge in any manner Your account or any of Your rights or obligations under these Terms. We may transfer, assign, sub-license, or pledge in any manner any of its rights and obligations under these Terms to any subsidiary, affiliate, or successor thereof or to any third party, without notifying You or receiving Your consent.

XVI. Language

You acknowledge that these Terms and all documents incorporated by reference have been drafted in English. If any of the agreements are translated into another language, the English language text shall in any event prevail.

XVII. Compliance

Should there be any question of Your compliance with these Terms, We may request, and You must provide, any information, documentation or releases necessary to prove such a fact.

XVIII. Construction and Waiver

No party, nor any of the parties' respective attorneys, shall be deemed the drafter of this agreement for purposes of interpreting any provision hereof in any judicial or other proceedings that may arise between the parties. The headings in these Terms are for reference only and do not affect the interpretation of this agreement. You hereby waive any and all defenses resulting from the fact that these Terms are in electronic form and the acknowledgment of an agreement to said Terms does not

require the physical signature of the parties to be binding and in effect. Any failure on the part of Mingle-IRL to exercise any rights or provisions under these Terms shall not constitute a waiver or relinquishment of such rights or provisions. Any waiver of any right or provision of these Terms must be express and in writing

XIX. Force Majeure

Should there be any Act of God or other force majeure, such as war, terrorist act, civil or military action, embargo, riot, strike, fire, flood, accident or energy shortage, pandemic, or any other cause outside of Our control, We shall not be liable for any delay or failure of the Application's provision.

XX. Third Parties

1. Third-party application - We may link to third-party services or Websites (including without limitation advertisements served by third parties) and/or the third-party services may be made available to You via Application. You understand that We make no promises regarding any content, goods or services provided by such third parties and We do not endorse the same. We are also not responsible to You in relation to any losses or harm caused by such third parties. Any charges You incur in relation to those third parties are Your responsibility. You understand that when You provide data to such third parties You are providing it in accordance with their terms and conditions and privacy policy (if any) to which We are not a party.
2. No third-party beneficiary - Except as explicitly provided herein, nothing contained in these Terms is intended or shall be construed to confer upon any person (other than the parties hereto) any rights, benefits, or remedies of any kind or character, or to create any obligations or liabilities of a party to any such person.

XXI. Notice for Users

Under California Civil Code Section 1789.3, Users of the Application are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

XXII. Contact

If You have any questions about these Terms or the Services in general, please contact Us at minglefair@gmail.com Subject to the content of Your inquiry, We may request that You provide additional information in order to allow the appropriate handling of Your inquiry.

