

CVFFD Elysium Matchmaking Terms & Conditions

Agreement between User and CVFFD Elysium along with the website <https://cvffdelysium.com> and CVFFD Elysium matchmaking services

Welcome to <https://cvffdelysium.com>. The <https://cvffdelysium.com> website and services from CVFFD Elysium (the "Site", "Services", "Events") is comprised of various web pages operated by CVFFD Elysium. The Policy also applies to CVFFD Elysium LLC ("Company", "we", "CVFFD Elysium", "Our", "Team"). <https://cvffdelysium.com> is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of <https://cvffdelysium.com> and CVFFD Elysium services constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

The Terms and Conditions will be used for the comprehensive relationship and matchmaking service provider, CVFFD Elysium, and website, <https://cvffdelysium.com>. This website offers a full range of relationship bundles, including services for friendships, intimate relationships, dating, long-term relationships, events and more. Additionally, the service includes arranging dates and meetups for clients, free for clients who are not premium clientele and who submitted the free Matchmaking form(s) CVFFD Elysium is able to track using your information on our servers.

The CVFFD Elysium website and service is dedicated to enhancing personal connections through comprehensive matchmaking services. Our platform offers various events, free matchmaking opportunities, and all-inclusive bundles designed to enrich the user's journey in finding friends, dating, and exploring potential long-term relationships. These bundles are crafted to provide an enriching dating or friendship experience by arranging dates or meetups respectively, tailored to the preferences and interests of our clients.

Relationship Intake Form and Matchmaking Services

- Relationship Intake Form: Clients must complete the Relationship Intake Form(s) to participate in our matchmaking services. The form collects various personal information to help tailor our services to find the best matches.
- Free Matchmaking Service: This service allows clients to be considered for matchmaking without a fee. Clients may be selected by a purchasing client or matched by the CVFFD Elysium team based on geographic location and compatibility criteria.
- No Guarantee: Participation in the free matchmaking service does not guarantee a match. CVFFD Elysium reserves the right to change or discontinue the free services at any time without notice.
- Eligibility: To qualify for the free matchmaking service, your profile must remain active, and you must respond to communications from CVFFD Elysium within 7 business days. Additionally, you should be 18+ regardless of area of residence and cannot be convicted of stalking, violent, and/or sexual-in-nature criminal offenses.
- Language: All forms must be completed in English as our team is currently

English-speaking. Services and matches made are available only in the U.S., Canada, the Netherlands, the UK, Ireland, Australia, and New Zealand.

Privacy

Your use of <https://cvffdelysium.com> and our services is subject to CVFFD Elysium's Matchmaking Privacy Policy. Please review our Privacy Policy, which also governs the site, services, and information submitted to CVFFD Elysium and informs users of our data collection practices.

Utilization of Intake Forms

Our intake forms are a crucial part of the free matchmaking experience. These forms collect essential information from clients who do not purchase bundles but wish to be part of the CVFFD Elysium matchmaking database. While there is no guarantee of a match for free users, clients who purchase bundles have the opportunity to be matched with those who have filled out the intake forms, based on compatibility and shared interests.

Geographic and Criteria-Based Matching

CVFFD Elysium commits to matching clients who are within a 55-mile radius and share significant matching criteria, as determined by our team. Upon identifying a potential match, we contact both parties. If both give their consent within 7 business days, we proceed by sharing basic information about each other as stated in the form and anything you have consented to during the call with the CVFFD Elysium concierge, including up to five matching criteria. Additionally, 10-30 minutes before the scheduled date or meetup, we will send a photograph of the match to both clients. More details are given on our Site such as the steps in the meetup process if the client has been selected with a match.

Responsibility and Verification

CVFFD Elysium is committed to maintaining the highest standards of integrity in our matchmaking process. However, we cannot be held responsible for the outcomes of matches, including but not limited to instances of misinformation, such as catfishing or dishonesty on intake forms. Clients are expected to exercise personal judgment and take appropriate precautions when engaging with other clients.

To mitigate risks associated with misinformation, CVFFD Elysium conducts random video verification calls with selected clients. During these calls, we verify the client's identity based on their date of birth, first and last name, and the email address used to submit the form. Additional questions may be asked to further ensure the suitability of the match.

Disclaimer of Warranties and Limitation of Liability

1. No Guarantees: CVFFD Elysium does not guarantee the accuracy, completeness, or reliability of the information provided by clients. We do not guarantee successful matches or the suitability of any match. All matchmaking outcomes are provided on an "as-is" basis without any warranties of any kind.

2. **Personal Responsibility:** Clients acknowledge and agree that their interactions with other clients and attendees are at their own risk. CVFFD Elysium does not conduct comprehensive background checks and cannot verify the accuracy of the information provided by other clients beyond the random video verification calls.
3. **Liability:** CVFFD Elysium, its affiliates, officers, agents, and employees shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses, resulting from:
 - a. The use or inability to use the service
 - b. Unauthorized access to or alteration of your transmissions or data
 - c. Statements or conduct of any third party on the service
 - d. Any other matter relating to the service

The information and materials provided on our website are without any warranties or guarantees regarding accuracy, timeliness, performance, completeness, or suitability. You acknowledge that such information may contain inaccuracies or errors, and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law. Your use of any information or materials on this website are entirely at your own risk. It is your responsibility to ensure that any products, services, or information available through this website meet your specific requirements.

Verification Process

1. **Video Calls:** To enhance the reliability of our service, we conduct random video verification calls with selected clients. These calls are intended to verify the client's identity and the accuracy of the information provided. Failure to comply with the video call requirement via Zoom or Google Meets will result in the potential match being disregarded.
2. **Verification Details:** During the video verification call, we will confirm the client's date of birth, first and last name, and the email address used to submit the form. Additional questions may be asked to ensure the match meets our standards.

Client Requirements

In connection with any match arranged by our relationship concierge, the client acknowledges and agrees that it is solely responsible for communicating all relevant personal requirements, including, without limitation, preferences, allergies, dietary restrictions, physical restrictions, or any other preexisting conditions (collectively, "Client Requirements"), directly to the applicable venue or establishment. While CVFFD Elysium will make reasonable efforts to convey such information to the venue, it makes no representations or warranties as to the accuracy, timeliness, or completeness of such communications. Accordingly, CVFFD Elysium, its relationship

concierge, agents, and employees shall not be liable for any injury, loss, or damages arising out of or related to the client's failure to adequately inform the relevant third parties of its Client Requirements.

Background Checks

CVFFD Elysium is committed to fostering a secure environment for all clients; accordingly, we may conduct background checks, at our discretion, on users who wish to participate in our matchmaking services or attend our events. We generally utilize trusted third-party providers to perform these checks, which may include, but are not limited to, reviews of criminal or violent histories, identity verifications, and internet-based searches. By consenting to our Terms and Conditions, you acknowledge and agree that we may request and/or require you to submit to a background check at any time prior to scheduling a match, attending an event, or otherwise participating in our services. If you refuse to consent, we reserve the right to deny or discontinue your use of our platform and services without liability. Background checks are used solely to evaluate your eligibility for our offerings and to maintain a safe atmosphere for all participants. We specifically prohibit individuals with verifiable histories of violence, assault, stalking, abuse, or other forms of misconduct from using our services or attending our events. If we discover such information, either through a background check or from a credible external source, we may, at our sole discretion, permanently remove you from our client list, bar your access to our services, and decline any future participation requests. While we strive to ensure that our background check process is thorough, we cannot guarantee that every disqualifying factor or record will be identified or that all information furnished by third-party data providers is complete, timely, or accurate. To the fullest extent permitted by law, CVFFD Elysium disclaims any liability arising from inaccuracies, errors, or omissions in the information obtained through these third-party services.

We store the results of background checks only for as long as necessary to determine eligibility, generally not exceeding ten (10) days, unless otherwise required by applicable law. After this period, any background check records will be securely disposed of or anonymized, except in cases where the information warrants continued retention (e.g., evidence of violent or otherwise prohibited conduct that necessitates a permanent ban). You acknowledge that while CVFFD Elysium implements these checks to maintain the safety and quality of our services, no screening process can offer an absolute guarantee of user conduct, and you are strongly encouraged to exercise caution, discretion, and sound judgment when interacting with other clients. By using our services, you agree that CVFFD Elysium, its employees, officers, directors, agents, and affiliates will not be held responsible or liable for any damages or claims (whether direct, indirect, incidental, consequential, or otherwise) resulting from your personal interactions or encounters with other users, even if introduced or facilitated by our team. You further agree to

release CVFFD Elysium from any liability arising out of or in connection with information revealed, disclosed, or not revealed by background checks. Your use of CVFFD Elysium's services signifies your acceptance of these terms and your understanding that our background check policies and procedures are subject to modification at any time, with or without notice, in order to reflect changes in law, technology, or business practices.

Prior to initiating any background check, all clients must sign a dedicated consent and authorization form. Notwithstanding the completion of a background check, both matched parties reserve the right to decline participation in any scheduled event at least 24 hours before the start of the event by emailing support@cvffdelysium.com with subject line "Cancel Matchmaking" to cancel the date/meet-up completely or to reschedule, use the subject line "Reschedule Matchmaking." CVFFD Elysium will cover all expenses associated with conducting the background check, and upon request, clients may obtain a copy of the report. Furthermore, for each new match with a premium client, a new background check is required if more than one month has elapsed since the previous meeting or date. Clients who refuse to consent to a background check acknowledge that they will not be eligible for matching with premium clients. Additionally, if CVFFD Elysium identifies disqualifying information through basic internet searches (using data such as name, address, or other provided contact details) we reserve the absolute right to remove your profile from our system and terminate your participation in our services. These procedures and the associated use of background check information will be administered in accordance with all applicable local, national, and international laws and regulations. CVFFD Elysium makes no representations or warranties regarding the accuracy, completeness, or reliability of any background check information obtained from third-party providers or through our own searches. Any reliance on such information is at your sole risk. By consenting to the background check process, you acknowledge and agree that CVFFD Elysium shall not be held liable for any errors, omissions, or inaccuracies in the background check results, or for any actions taken by you or any third party based on such information. Furthermore, you agree to indemnify, defend, and hold harmless CVFFD Elysium, its affiliates, officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or related to the background check process or the use or misuse of the information obtained therefrom.

CVFFD Elysium reserves the right to modify or update its background check procedures, consent requirements, and related policies at any time, in accordance with applicable local, national, and international laws. Any changes will be communicated through appropriate channels and will be effective immediately upon posting. Your continued use of our services following any modifications signifies your acceptance of the updated policies. CVFFD Elysium shall conduct all background checks in strict compliance with the applicable laws and regulations of the United

States, including adherence to the Fair Credit Reporting Act (FCRA) and relevant New York state regulations, as well as those of Canada, the Netherlands, the United Kingdom, Ireland, Australia, and New Zealand. In Canada, our processes comply with the Personal Information Protection and Electronic Documents Act (PIPEDA) and applicable provincial privacy laws. For operations in European jurisdictions such as the Netherlands, Ireland, and the United Kingdom, we adhere to the General Data Protection Regulation (GDPR) and local data protection statutes, including the UK Data Protection Act. In Australia and New Zealand, our procedures are governed by the Privacy Act 1988 (including the Australian Privacy Principles) and the Privacy Act 2020, respectively. Any cross-border transfer or processing of your personal data for background check purposes will be conducted using secure methods and in accordance with the highest applicable legal standards. By using our services, you consent to these practices and acknowledge that your personal data may be transferred and processed in compliance with these various international regulatory frameworks.

Account Security

You are solely responsible for maintaining the confidentiality and security of any login credentials, such as usernames, passwords and email accounts, used to access your account and our Services. Under no circumstances should you share your login details, your registered meetup, emails, and post-meetup surveys with unauthorized third parties. You also agree to take reasonable steps to prevent others from accessing your account, whether through safeguarding your device, using secure passwords, or enabling multi-factor authentication where available. If you suspect or become aware of any unauthorized use of your account, you must notify us at the support@cvffdelysium.com. We shall not be held responsible for any losses or damages resulting from your failure to safeguard your login credentials or from unauthorized access to your account. Moreover, we will not be responsible for the deletion of your completed intake form(s) or lost matches.

Prohibited Conduct

You agree to use our Services responsibly and in compliance with all applicable local, state, national, and international laws. In particular, you agree **not** to:

1. Post or transmit unlawful, harmful, or otherwise objectionable content: This includes, but is not limited to, content that is threatening, abusive, defamatory, harassing, hateful, or obscene. You must refrain from sharing any material that violates or infringes upon the rights of others, or that encourages conduct that would constitute a criminal offense.
2. Use the Services in a way that violates any laws or third-party rights: You may not deploy our Services for any illegal or unauthorized purpose, nor engage in activities that break regulations, contracts, intellectual property rights, or other obligations owed to third parties.

3. Promote, advertise, or solicit business without prior written consent from the Company: Our Services are intended for personal and non-commercial use unless explicitly stated otherwise. Any form of unauthorized advertising, including spam, chain letters, or pyramid schemes, is strictly prohibited.
4. Harass, stalk, or infringe upon the rights of others: This includes engaging in any behavior that is invasive of privacy, discriminatory, or that compromises another individual's safe and respectful participation during the meetup with your match, online discussions and social media participation, or matchmaking processes.
5. Disrespect and Consent Violations against others: Treat all attendees, staff, and venue personnel with respect and courtesy. Discriminatory, harassing, or offensive behavior is not tolerated. Physical contact must only occur with explicit consent, and any violation may result in suspension or removal from our Services without refund.
6. Inappropriate Language and Aggressive Behavior: Use polite, respectful language at all times. Offensive jokes, derogatory remarks, or any form of verbal abuse are forbidden. Additionally, aggressive or confrontational behavior, including intimidation, persistent unwanted attention, or invading personal space, will result in immediate disciplinary action including, but not limited to, suspension or removal from our Services without refund.
7. Reverse engineer, decompile, or disassemble any part of our Services or website: You must not tamper with the underlying code or functionality of our Services, whether to discover proprietary information, create derivative works, or otherwise manipulate our systems. Any attempts to circumvent security features, performance metrics, or usage tracking are strictly disallowed.
8. Post or Transmit Unlawful or Harmful Content: Post, transmit, or share any content that is unlawful, harmful, threatening, abusive, defamatory, harassing, hateful, or obscene. You must refrain from sharing material that violates or infringes upon the rights of others or that encourages conduct constituting a criminal offense.
9. Violate Laws or Third-Party Rights: Use our Services in any manner that contravenes applicable laws, regulations, or third-party rights. You may not deploy our Services for any illegal or unauthorized purpose, or engage in activities that breach contractual, intellectual property, or other obligations owed to third parties.
10. Privacy Breaches and Unauthorized Recording: Respect the privacy of all matches and others. Do not share personal information or record, photograph, or film other parties without their explicit consent. Only official event photographers are permitted for promotional purposes; covert recording devices (e.g., spyware glasses) are strictly banned.
11. Noncompliance with Venue and Dress Code Rules: Abide by all rules and regulations set forth by the event venue, including dress codes and responsible alcohol consumption

guidelines. Excessive intoxication or failure to adhere to venue policies may lead to immediate removal from the event and a prohibition on future participation.

Violations of any of the above terms may result in immediate suspension or termination of your access to our Services, without refund or prior notice. Depending on the severity of the misconduct, we also reserve the right to pursue further legal remedies. If you witness or become aware of any prohibited conduct by other users, please report it to us promptly so that we may take appropriate action.

Acceptance of Terms

By using CVFFD Elysium's services, you acknowledge and agree to these terms. You understand that CVFFD Elysium is not responsible for the actions or behaviors of other clients and that you must take personal responsibility for your interactions. Your continued use of the service constitutes your acceptance of these terms and your agreement to hold CVFFD Elysium harmless from any claims or damages arising from your use of the service.

Electronic Communications

Visiting <https://cvffdelysium.com>, using our website, our services, or sending emails to CVFFD Elysium, conducting video calls, undergoing background checks for us, sending messages, etc. constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Your Account

If you use this site, you are responsible for maintaining the confidentiality of your account, such as that of Google used for the Google forms and safe 3rd parties we may be using for our portal, and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account, form, or identity to any other person or entity. You acknowledge that CVFFD Elysium is not responsible for third party access to your account that results from theft or misappropriation of your account. CVFFD Elysium and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Children Under Thirteen

CVFFD Elysium is committed to protecting the privacy of all individuals. In compliance with the Children's Online Privacy Protection Act (COPPA), we do not knowingly collect, store, or use personally identifiable information from children under the age of 13. Any use of our services by children under 13 is strictly prohibited. Furthermore, our services are designed for adults, and we do not knowingly collect personally identifiable information from anyone under the age of 18. It is our policy not to engage with or offer matchmaking services to individuals who are under the age of 18, regardless of their country of origin. CVFFD Elysium requires all clients to confirm that they are 18 years of age or older at the time of registration. We reserve

the right to verify a client's age by requesting identification before participating in any matchmaking event or meet-up. Failure to provide valid identification upon request may result in the denial of access to our services.

Links to Third Party Sites/Third Party Services

<https://cvffdelysium.com> may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of CVFFD Elysium and CVFFD Elysium is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. CVFFD Elysium is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by CVFFD Elysium of the site or any association with its operators.

Certain services made available via <https://cvffdelysium.com> are delivered by third party sites and organizations. By using any product, service or functionality originating from the <https://cvffdelysium.com> domain, you hereby acknowledge and consent that CVFFD Elysium may share such information and data with any third party with whom CVFFD Elysium has a contractual relationship to provide the requested product, service or functionality on behalf of <https://cvffdelysium.com> users and customers.

No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use <https://cvffdelysium.com> strictly in accordance with these terms of use. As a condition of your use of the Site and our Services, you warrant to CVFFD Elysium that you will not use the Site and our Services for any purpose that is unlawful or prohibited by these Terms. You may not use the Site and our Services in any manner which could damage, disable, overburden, or impair the Site and our Services or interfere with any other party's use and enjoyment of the Site and our Services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site and our Services.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of CVFFD Elysium or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site and through our Services. CVFFD Elysium content is not for resale. Your use of the Site and our Services does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of CVFFD Elysium and the copyright or trademark owner. You agree that you do not acquire any ownership rights in any protected

content. We do not grant you any licenses, express or implied, to the intellectual property of CVFFD Elysium or our licensors except as expressly authorized by these Terms.

Third Party Accounts

You will be able to connect your CVFFD Elysium account to third party accounts, such as Google and the servicer of the form or quiz provider. By connecting your CVFFD Elysium account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

International Users

The Service is controlled, operated and administered by CVFFD Elysium from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the CVFFD Elysium Content accessed through <https://cvffdelysium.com> in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless CVFFD Elysium, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site and our Services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. CVFFD Elysium reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with CVFFD Elysium in asserting any available defenses.

Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall

survive the termination of these Terms and Conditions.

Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and CVFFD Elysium agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. CVFFD AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

CVFFD ELYSIUM AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. CVFFD ELYSIUM AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CVFFD ELYSIUM AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE AND OUR SERVICES, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF

CVFFD ELYSIUM OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE AND OUR SERVICES.

CVFFD ELYSIUM AND ITS HOSTS, AS WELL AS OUR SUPPLIERS, SHALL NOT BE LIABLE FOR ANY ACTIONS, NEGLIGENCE, OR MISCONDUCT BY THE EVENT VENUE, CATERING SERVICES, OR ANY THIRD-PARTY SERVICE PROVIDERS. OUR ROLE IS STRICTLY LIMITED TO FACILITATING CONNECTIONS AMONG ATTENDEES THROUGH OUR EVENTS AND FREE MATCHMAKING SERVICES. ACCORDINGLY, WE WILL NOT BE RESPONSIBLE FOR ANY INTERACTIONS, EMOTIONAL DISTRESS, OR DISPUTES ARISING BETWEEN ATTENDEES BEFORE, DURING, OR AFTER AN EVENT, EVEN IF OUR HOSTS MAKE REASONABLE EFFORTS TO ADDRESS SUCH ISSUES, NOR FOR ANY ISSUES RELATING TO THE ACTUAL VENUE, FOOD, DRINKS, ACTIVITIES, AND EXPERIENCES PROVIDED.

Termination/Access Restriction

CVFFD Elysium reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of New York and you hereby consent to the exclusive jurisdiction and venue of courts in New York in all disputes arising out of or relating to the use of the Site, our services and events. Use of the Site, and our services, are unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and CVFFD Elysium as a result of this agreement or use of the Site, our services and events. CVFFD Elysium's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of CVFFD Elysium's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site, services, and events or information provided to or gathered by CVFFD Elysium with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user/client and CVFFD Elysium with respect to the Site, services, and events and it supersedes all prior or contemporaneous communications and proposals about our free matchmaking services, whether electronic, oral or written, between the user and CVFFD Elysium with respect to the Site

and our free matchmaking services. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

CVFFD Elysium reserves the right, in its sole discretion, to change the Terms under which <https://cvffdelysium.com> is offered. The most current version of the Terms will supersede all previous versions. CVFFD Elysium encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

CVFFD Elysium welcomes your questions or comments regarding the Terms:

CVFFD Elysium
4498 Main St. Suite 4 #1459
Buffalo, New York 14226

Email Address:
support@cvffdelysium.com

Effective as of March 05, 2025