

Geek Passions Dating App (iOS & Website)

Terms and Conditions (Terms of Use)

THE AGREEMENT: The use of this website/App and services on this website/App and mobile application provided by geekpassions.com (hereinafter referred to as "Website/App") are subject to the following these "Terms & Conditions", all parts and sub-parts of which are specifically incorporated by reference here. This Agreement shall govern the use of all pages on this website/App (hereinafter collectively referred to as "Website/App") and any services provided by or on this Website/App ("Services").

1) DEFINITIONS

"Agreement" denotes to this Terms and Conditions and the Privacy Policy and other documents provided to you by the Website/App;

"We", "us" and "our" are references to GeekPassions.Com and Geek Passions Social Dating App;

"User", "You" and "your" are denotes to the person who is accessing the website/App for taking or availing any service from us. User shall include the company, partnership, sole trader, person, body corporate or association taking services of this Website/App;

"Website/App" shall mean and include geekpassions.com and any successor Website/App of the Company or any of its affiliates; Parties: Collectively, the parties to this Agreement (We and You) will be referred to as Parties.

2) ASSENT & ACCEPTANCE

By using the Website/App, you warrant that you have read and reviewed this entire Agreement and that you agree to be bound by it. If you do not agree to be bound by this Agreement, please leave the Website/App immediately. We only agree to provide the use of this Website/App and Services to you if you assent to this Agreement.

3) SERVICE

- At geekpassions.com, we offer you a meticulously designed website/App that provides a digital platform for the users to date online which offers;
- VAIDS- Virtual Artificial Intelligence Dating is a 1 on 1 video dating feature of the app and website/App. There are up to 1 hour time limits per VAID. VAIDS are not unlimited to subscribers or non paying users (clients). VAID quantity restrictions may occur without warning.

- Subscriptions are automatically renewed via Apple, Inc until you terminate or cancel the subscription. When you purchase a subscription, your Payment Method will continue to be billed monthly in advance within 24 hours of the date of the initial purchase at the price you agreed to when initially subscribing. Your card payment information will not be stored by Geek Passions (Geek Passions LLC) in accordance with the Agreement.

- Refunds. Generally, all charges for purchases are nonrefundable, and there are no refunds or credits for partially used periods. We may make an exception if a refund for a subscription offering is requested within three days of the transaction date, or if the laws applicable in your jurisdiction provide for refunds.

- Geek Passions offers Free and Paid subscriptions, so that you can try the application before buying/subscribing to the services.

4) AGE RESTRICTION

By using this Website/App, you represent and warrant that you are at least 18 years of age and may legally agree to this Agreement. We assume no responsibility or liability for any misrepresentation of your age.

- be at least 18 years old; and
- be legally permitted to use the App by the laws of your city, state and home country.

5) WHO CAN USE GEEK PASSIONS?

Geek Passions is a meeting place for adults to network, date and decide whether to meet online. You may only use Geek Passions, including any of its features, or become a registered member if you are not incarcerated, if you warrant that you have the right, authority and capacity to enter into and be bound by these Terms and that by using Geek Passions you will not be violating any law or regulation of the country in which you are resident. You are solely responsible for your compliance with all applicable local laws and regulations. You further warrant that you have not been convicted of, nor are subject to any court order relating to assault, violence, sexual misconduct or harassment.

6) WHAT KIND OF CONTENT CAN I POST OR UPLOAD ON GEEK PASSIONS?

1. You are able to post or upload all kinds of things on Geek Passions, including photographs, messages, user generated chat rooms, badges and other content (“Content”).

2. There are some rules about what is acceptable though, so when you are using Geek Passions. You may not post, send or upload any Content which:

- contains expletives or language which could be deemed offensive or is likely to harass, upset, embarrass, alarm, bully, disrespect, intimidate or annoy any other person(s);
- is obscene, pornographic or otherwise may offend human dignity;
- is abusive, insulting or threatening, or which promotes, depicts or encourages violence, self-harm, suicide, racism, sexism, hatred or bigotry;
- encourages any illegal activity including, without limitation, terrorism, inciting racial hatred or the submission of which in itself constitutes committing a criminal offense;
- is defamatory;
- relates to commercial activities (including, without limitation, sales, competitions and advertising, links to other website/Apps or premium line telephone numbers); involves the transmission of “junk” mail or “spam”;
- impersonates a person, company or brand with the intent to deceive or confuse others;
- contains any spyware, malware, ransomware, bots, adware, viruses, corrupt files, worm programmed or other malicious code designed to interrupt, damage or limit the functionality of or disrupt any software, hardware, telecommunications, networks, servers or other equipment and or devices,
- use Trojan horse or “the like” or any other material designed to damage, interfere with, wrongly intercept or expropriate any data or personal data whether from Geek Passions and it’s users or otherwise;
- itself, or the posting of which, infringes any third party’s rights (including, without limitation, intellectual property rights and privacy rights);
- shows another person where such Content was created or distributed without that person’s knowledge, and without that person having been afforded an opportunity to refuse such creation or distribution; or
- contains images (imagery) of children, even if you are also in the photo or video
- for endangers minors directly or indirectly.
- contains medical data belonging to yourself and or of others
- making multiple accounts
- “catfishing”, impersonating imagery and or self identity(ing) information in a deceptive or blatantly misleading way;
- behaviorally misrepresenting the Geek Passions community outside of the application on other dating or social media platforms
- violent convictions
- robbery convictions
- convictions of crimes of a sexual nature
- convictions of trespassing
- terrorism conviction
- hate crimes conviction
- bullying
- racist rhetoric, hate speech (content)

- political coercion
- harmful disruption of lifestyle and/or business practices of users, former users and or any outside (the website/app) parties

GIFTS

- 1) GIFTS, Actual products may vary slightly from the images and or descriptions;
- 2) REFUNDS, must be submitted by request via email: support@geekpassions.com within 3 days of your purchase. In the email please include:
 - Your Full Name (as displayed on the App) at the time of the purchase
 - Date of Purchase
 - Time of Purchase
 - Your email address
 - Your purchase name (title)
 - The recipients' full name at the time of the purchase (and current name if applicable)or you can submit a Request A Refund form [here](#).

3) GIFT(S) DELIVERY

Live Tracking for recipients may not be available on every gift purchase.
Live Tracking for gift senders will not ever be permissible.

4) GENERAL CONDITION OF MERCHANDISE, SERVICES AND GIFTS

- Photographs are for illustration only (Examples).
- We do not guarantee the accuracy, completeness, validity, or timeliness of information listed by us.
- We make material changes to these terms and conditions from time to time, we may notify you either by prominently posting a notice of such changes or via email communication.
- The website/App is licensed to you on a limited, non-exclusive, non-transferable, non-sublicensable basis, solely to be used in connection with the Service for your private, personal, non-commercial use, subject to all the terms and conditions of this Agreement as they apply to the Service.

IN APP/PUSH NOTIFICATIONS FROM GEEK PASSIONS

- from time to time we may send one-on-one in-app and or push notifications to your cellular, devices(s)
- from time to time we may send mass i—app and or push notifications to your cellular, device(s)
- Geek Passions push notifications can be turned on and off in your device settings at all times.

ACCOUNT TERMINATION AND ACCOUNT TERMINATION WARNING

- Geek Passions may or may not communicate warning of account deletion due to violation of these Term and Conditions;

- Geek Passions may communicate warning of account “pending deletion” due to violation of Terms and Conditions via in-app and or push notification.
- Emailing or texting the violator of these terms to warn or inform the user of their account status may be exercised by Geek Passions or third party independent contractors;

LICENSE TO USE WEBSITE/APP

We may provide you with certain information as a result of your use of the Website/App or Services. Such information may include but is not limited to, documentation, data, or information developed by us, and other materials which may assist in your use or discontinued use of the Website/App or Services ("Our Materials"). Subject to this Agreement, we grant you a non-exclusive, limited, non-transferable, and revocable license to use Our Materials solely in connection with your use of the Website/App and Services. Our Materials may not be used for any other purpose, and this license terminates upon your cessation of use of the Website/App or Services or at the termination of this Agreement.

USER CONTENT/CONTENT RESPONSIBILITY.

The website/app permits you to share content, post comments, feedback, etc. but you are solely responsible for the content posted by you and or your device.

- You represent that you have required permission to use the content.

When posting content to the website/App, please do not post content that:

- contains ill-mannered, profane, abusive, racist or hateful language or expressions, text, photographs or illustrations that are pornographic or in poor taste, inflammatory attacks of a personal, racial or religious nature;

- is defamatory, threatening, disparaging, grossly inflammatory, false, misleading, fraudulent, inaccurate, unfair, contains gross exaggeration or unsubstantiated claims;

- violates the privacy rights of any third party, is unreasonably harmful or offensive to any individual or community;

- discriminates on the grounds of race, religion, national origin, gender, age, marital status, sexual orientation or disability, or refers to such matters in any manner prohibited by law;

- violates or inappropriately encourages the violation of any municipal, state, federal or international law, rule, regulation or ordinance;
- uses or attempts to use another's account, password, service or system except as expressly permitted by the Terms uploads or transmits viruses or other harmful, disruptive or destructive files;
- sends repeated messages related to another user and/or makes derogatory or offensive comments about another individual or repeats prior posting of the same message under multiple emails or subjects.
- Any submitted content that includes, but is not limited to the following, will be refused. If repeated violations occur, we reserve the right to cancel user access to the website/App without advanced notice.

INTELLECTUAL PROPERTY

You agree that the Website/App and all Services provided by us are the property of Geek Passions, including all copyrights, trademarks, trade secrets, patents, and other intellectual property ("Our IP"). You agree that we own all right, title, and interest in and to the Our IP and that you will not use Our IP for any unlawful or infringing purpose. You agree not to reproduce or distribute Our IP in any way, including electronically or via registration of any new trademarks, trade names, service marks, or Uniform Resource Locators (URLs), without express written permission from us.

- To make the Website/App and Services available to you, you hereby grant us a royalty-free, non-exclusive, worldwide license to copy, display, use, broadcast, transmit and make derivative works of any content you publish, upload, or otherwise make available to the Website/App ("Your Content"). We claim no further proprietary rights in your Content.
- If you feel that any of your intellectual property rights have been infringed or otherwise violated by the posting of information or media by another of our users, please contact us and let us know, here.

USER OBLIGATIONS

As a user of the Website/App or Services, you may be asked to register with us. When you do so, you will choose a user identifier, which may be your email address or another term, as well as a password. You may also provide personal information, including, but not limited to, your name. You are responsible for ensuring the accuracy of this information. This identifying information will enable you to use the Website/App and Services. You must not share such identifying information with any third party, and if you discover that your identifying information has been compromised, you agree to notify us immediately in writing. An email notification will suffice. You are responsible for maintaining the safety and security of your identifying information as well as keeping us apprised of any changes to your identifying information. Providing false or inaccurate information, or using the Website/App or Services to further fraud or unlawful activity is grounds for immediate termination of this Agreement.

ACCEPTABLE USE

In your use of the Services, you will not:

- Use, reproduce, modify, adapt, create derivative works from, sublicense, publicly perform, publicly display, distribute, sell, lease, rent, make, have made, assign, pledge, transfer or otherwise grant rights to the Services, except as expressly permitted under these Terms;
- Reverse engineer, disassemble, decompile, translate, or otherwise attempt to derive trade secrets, algorithms, or the source code, architectural framework, or data records, within or associated with the Services;
- Interfere with or disrupt the integrity or performance of the Services, including by disrupting the ability of any other person to use or enjoy the Services;
- Provide use of the Services on a service bureau, rental or managed services basis, provide or permit other individuals or entities to create Internet "links" to the Services or "frame" or "mirror" the Services on any other server, or wireless or Internet-based device;
- Access the Services for the purpose of developing, marketing, selling or distributing any product or service that competes with or includes features substantially similar to the Services;
- Violate any applicable local, state, provincial, federal or international law or regulation, or use the Services for any illegal, unauthorized or otherwise improper purposes, including to store or transmit malicious code, or to store or transmit material in violation of third-party privacy rights;

- Remove or obscure any proprietary notice that appears within the Services;
- Impersonate any person or entity, including our personnel, or falsely state or otherwise misrepresent your affiliation with us, or any other entity or person;
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Services;
- Take any action that imposes an unreasonable or disproportionately heavy load on the Services or its infrastructure; or
- Use spiders, crawlers, robots, scrapers, automated tools or any other similar means to access the Services; or download, reproduce, or archive any substantial portion of the Services.
You will not: upload, post, email, store, transmit, or otherwise make available any Content that:
 - Is illegal, harmful, threatening, abusive, insulting or threatening, harassing, tortious, defamatory, vulgar, obscene, pornographic, violent, libelous, invasive of another's privacy, hateful, or otherwise objectionable;
 - Is discriminatory or which promotes or encourages racism, sexism, hatred or bigotry;
 - May not be made available under any law or under contractual or fiduciary relationships (such as confidential or proprietary information learned as part of an employment relationship or under a non-disclosure agreement);
 - Infringes any patent, trademark, trade secret, copyright, or other proprietary right of any party;
 - Consists of unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, commercial electronic messages, or any other form of solicitation;
 - Contains software viruses or any other code, files or programs designed to interrupt, destroy or limit the functionality of any software or hardware;
 - Contains infringing, libelous, or otherwise unlawful or tortious material; or

- Consists of information that you know or have reason to know is false or inaccurate.
- Our failure to enforce any of these restrictions or guidelines shall not act as a waiver for any future enforcement, will not be considered a breach of these terms by us, and does not create a private right of action for any other party.

ASSUMPTION OF RISK

The Website/App and Services are provided for communication purposes only. You acknowledge and agree that any information posted on Our Website/App is not intended to be legal advice, medical advice, or financial advice, and no fiduciary relationship has been created between you and us. You further agree that your purchase of any of the products on the Website/App is at your own risk. We do not assume responsibility or liability for any advice or other information given on the Website/App.

REVERSE ENGINEERING & SECURITY

You agree not to undertake any of the following actions:

- a) Reverse engineer, or attempt to reverse engineer or disassemble any code or software from or on the Website/App or Services;
- b) Violate the security of the Website/App or Services through any unauthorized access, circumvention of encryption or other security tools, data mining, or interference to any host, user or network.

INDEMNIFICATION

You agree to defend and indemnify us and any of our affiliates (if applicable) and hold us harmless against any legal claims and demands, including reasonable attorney's fees, which may arise from or relate to your use or misuse of the Website/App or Services, your breach of this Agreement, or your conduct or actions. You agree that we shall be able to select its legal counsel and may participate in its defense if we wish.

EXCLUSION OF LIABILITY

You understand and agree that we (A) do not guarantee the accuracy, completeness, validity, or timeliness of information listed by us or any third parties; and (B) shall not be responsible for any materials posted by us or any third party. You shall use your judgment, caution, and common sense in evaluating any prospective methods or offers and any information provided by us or any third party.

Further, we shall not be liable for direct, indirect consequential, or any other form of loss or damage that may be suffered by a user through the use of the geekharmony.com Website/App including loss of data or information or any kind of financial or physical loss or damage.

In no event shall (website/app), <https://geekpassions.com/> , nor its Owner, directors, employees, partners, independent contractors, moderators, agents, suppliers, or affiliates, be accountable for any indirect, incidental, special, eventful or exemplary costs, including without limitation, loss of proceeds, figures, usage, goodwill, or other intangible losses, consequential from (i) your use or access of or failure to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content attained from the Service; and (iv) unlawful access, use or alteration of your transmissions or content, whether or not based on guarantee, agreement, domestic wrong (including carelessness) or any other lawful concept, whether or not we've been aware of the possibility of such damage, and even if a cure set forth herein is originated to have futile of its important purpose.

SPAM POLICY

You are strictly prohibited from using the Website/App or any of our Services for illegal spam activities, including gathering email addresses and personal information from others or sending any mass commercial emails.

THIRD-PARTY LINKS & CONTENT

We may occasionally post links to third-party website/Apps or other services. You agree that we are not responsible or liable for any loss or damage caused as a result of your use of any third-party services linked to or from Our Website/App.

MODIFICATION & VARIATION

We may, from time to time and at any time without notice to you, modify this Agreement. You agree that we have the right to modify this Agreement or revise anything contained herein. You further agree that all modifications to this Agreement are in full force and effect immediately upon posting on the Website/App and that modifications or variations will replace any prior version of this Agreement unless prior versions are specifically referred to or incorporated into the latest modification or variation of this Agreement.

ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties concerning any use of this Website/App. This Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral, regarding the use of this Website/App.

SERVICE INTERRUPTIONS

We may need to interrupt your access to the Website/App to perform maintenance or emergency services on a scheduled or unscheduled basis. You agree that your access to the Website/App may be affected by unanticipated or unscheduled downtime, for any reason, but that we shall have no liability for any damage or loss caused as a result of such downtime.

TERM, TERMINATION & SUSPENSION

We may terminate this Agreement with you at any time for any reason, with or without cause. We specifically reserve the right to terminate this Agreement if you violate any of the terms outlined herein, including, but not limited to, violating the intellectual property rights of us or a third party, failing to comply with applicable laws or other legal obligations, and/or publishing or distributing illegal material. If you have registered for an account with Us, you may also terminate this Agreement at any time by contacting us and requesting termination. At the termination of this Agreement, any provisions that would be expected to survive termination by their nature shall remain in full force and effect.

NO WARRANTIES

You agree that your use of the Website/App and Services is at your sole and exclusive risk and that any Services provided by us are on an "As Is" basis. We hereby expressly disclaim any express or implied warranties of any kind, including, but not limited to the implied warranty of fitness for a particular purpose and the implied warranty of merchantability. We make no warranties that the Website/App or Services will meet your needs or that the Website/App or Services will be uninterrupted, error-free, or secure. We also make no warranties as to the reliability or accuracy of any information on the Website/App or obtained through the Services. You agree that any damage that may occur to you, through your computer system, or as a result of the loss of your data from your use of the Website/App or Services is your sole responsibility and that we are not liable for any such damage or loss.

LIMITATION ON LIABILITY

We are not liable for any damages that may occur to you as a result of your use of the Website/App or Services, to the fullest extent permitted by law. This section applies to any claims by you, including, but not limited to, lost profits or revenues, consequential or punitive damages, negligence, strict liability, fraud, or torts of any kind.

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest
- A description of the copyrighted work that you claim has been infringed, including the url (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work
- Identification of the url or other specific location on the service where the material that you claim is infringing is located
- Your address, telephone number, and email address
- A 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
- A statement by you, made under penalty of perjury, 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

You can contact our Copyright Agent via website contact us form.

GENERAL PROVISIONS:

1. JURISDICTION, VENUE & CHOICE OF LAW: The terms herein will be governed by and construed in accordance with the laws of CANADA without giving effect to any principles of conflicts of law. The Courts of CANADA shall have exclusive jurisdiction over any dispute arising from the use of the Website/App.

2. ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased, or otherwise transferred in whole or part by you. Should this Agreement, or the rights granted hereunder, be assigned, sold, leased, or otherwise transferred by us, the rights and liabilities of geekharmony.com will bind and inure to any assignees, administrators, successors, and executors.

3. SEVERABILITY: If any part or sub-part of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to

the maximum extent possible. In such a condition, the remainder of this Agreement shall continue in full force.

4. NO WAIVER: If we fail to enforce any provision of this Agreement, this shall not constitute a waiver of any future enforcement of that provision or any other provision. Waiver of any part or sub-part of this Agreement will not constitute a waiver of any other part or sub-part.

5. HEADINGS FOR CONVENIENCE ONLY: Headings of parts and sub-parts under this Agreement are for convenience and organization, only. Headings shall not affect the meaning of any provisions of this Agreement.

6. NO AGENCY, PARTNERSHIP OR JOINT VENTURE: No agency, partnership, or joint venture has been created between the Parties as a result of this Agreement. No Party has any authority to bind the other to third parties.

7. FORCE MAJEURE: We are not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances, i.e. COVID-19!

• ELECTRONIC COMMUNICATIONS PERMITTED: Electronic communications are permitted to both Parties under this Agreement, for any questions or concerns, please use our easily accessible contact us form.

Geek Passions™
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Support Email: support@geekpassions.com