

LAILA DATING TERMS OF USE

Effective Date: August 25, 2025

These Terms of Use (“**Terms**” or “**Terms of Use**”) are entered into by and between you (“**you**” or “**your**”) and Laila Dating, Inc. (“**Laila**” “**we**” or “**us**”) and govern your use the Platform (each as hereinafter defined).

THESE TERMS CONTAIN IMPORTANT PROVISIONS RELATED TO YOUR RIGHTS AND CHOICES INCLUDING:

- [ARBITRATION](#) – Limits your rights to sue in court.
- [CLASS ACTION WAIVER](#) – Limits your rights to bring class action claims with other individuals.
- [AUTO-RENEWALS FOR SUBSCRIPTIONS](#) – discuss auto-renewing payments and the cancellation process.

1. ACCEPTANCE OF TERMS; ELIGIBILITY REQUIREMENTS

PLEASE READ THESE TERMS OF USE CAREFULLY, AS THEY CONTAIN TERMS AND CONDITIONS THAT IMPACT YOUR RIGHTS, OBLIGATIONS AND REMEDIES IN CONNECTION WITH YOUR USE OF THE PLATFORM. BY ACCESSING OR USING THE PLATFORM, OR BY CLICKING TO ACCEPT OR AGREE TO THE TERMS OF USE WHEN THIS OPTION IS MADE AVAILABLE TO YOU, YOU REPRESENT AND WARRANT THAT YOU MEET ALL OF THE ELIGIBILITY REQUIREMENTS LISTED BELOW, AND ACCEPT AND AGREE TO COMPLY WITH AND BE LEGALLY BOUND BY, THESE TERMS IN FULL. IF YOU DO NOT AGREE TO THE TERMS, OR IF YOU OTHERWISE DO NOT MEET THE FOREGOING REQUIREMENTS IN ANY WAY, YOU MAY NOT ACCESS OR USE THE PLATFORM.

ELIGIBILITY REQUIREMENTS: You acknowledge that the following are all true:

- a. You are of legal age to form a binding contract with us and have the authority to do so on your own behalf;
- b. You are not a registered sex offender or required to be registered on any local, state, or federal sex offender registry.
- c. You have not committed, been convicted of, or pled no contest to a felony or indictable offense (or crime of similar severity), a sex crime, or any crime involving violence or a threat of violence, unless you have received clemency for a non-violent crime and we have determined that you are not likely to pose a threat to other users of our Platform;
- d. You do not already have an active Account (as defined below) to use our Platform;
- e. You are not a citizen, domiciled in, resident of, or physically present / located in Iran, North Korea, Cuba, Syria, China, Afghanistan, Central African Republic (the), Congo (the Democratic Republic of the), Libya, Mali, Russia, Somalia, Sudan, and Yemen;
- f. You are not individual who is otherwise prohibited or ineligible in any way, whether in full or in part, under any law applicable, participating using our Platform; and
- g. Your rights to use our Platform is not actively suspended or have not previously been terminated by us (without reinstatement).

2. OUR PLATFORM; ABOUT THE TERMS

Our “**Platform**” means, collectively: any website owned or operated by Laila (including the website currently located at [INSERT HYPERLINK]) and any and all features, functionality, tools and content available on or through each such website other than the Platform (collectively, the “**Website**”); any web, mobile or downloadable application owned or operated by Laila, through which access to any component of the Platform is available (“**Apps**”).

Your access to and use of the Platform is governed by these Terms of Use and any other policies or community guidelines that we make available to you through the Platform or otherwise, in connection with your access or use of the Platform.

3. UPDATING TERMS

We reserve the right, in our sole discretion, to make changes or modifications to these Terms and other guidelines or materials identified by us, to reflect changes in applicable laws and regulatory requirements relating to the use of Platform, or to implement technical adjustments and improvements, or to respond to market requirements. All changes are effective immediately when we post them unless we expressly specify otherwise. In any event, no changes will apply retroactively as to any claims existing prior to the “last updated” date. It is your responsibility to regularly check these Terms to stay informed of updates, as they are binding. We will indicate that the Terms have been updated by updating the “last updated” date at the top of these Terms. Your continued use of the Platform following the posting of revised Terms means that you accept and agree to the changes.

4. ACCESS AND USE; ACCOUNTS

Subject to your compliance with the Terms and timely payment of all related fees, Laila grants you limited non-exclusive, non-transferable, non-assignable and non-sublicensable access to use the Platform solely as provided by Laila and in the manner permitted by the Terms. In order to use the Platform, you must register for an Account (as defined below); and provide and maintain complete, accurate and up-to-date Account information. If the Platform requires use of a mobile application, you must download the respective mobile application on your smartphone or other mobile device. We reserve the right to modify or discontinue the Platform, in whole or in part, at any time, for any reason or no reason, with or without notice to you. We may develop and provide upgrades, bug fixes, patches and other error corrections and/or new features, functionality, tools or content (collectively, “**Updates**”) for the Platform. All Updates are subject to the Terms. If you do not promptly download and install all Updates, portions of the Platform may not properly operate.

To use our dating services, you must register an account through the Platform (“**Account**”). When you create an Account, you agree to provide complete, accurate and up-to-date information and to update such information as necessary to ensure that it remains complete, accurate and up-to-date. Account information required may include the distance you are willing to travel to meet another user.

You further agree to safeguard and not disclose your username or password to any third party, and to immediately notify Laila of any unauthorized use of your Account. You are responsible for any activities or actions on or through your Account, whether or not you have authorized such activities or actions. We are not liable for any loss or damage arising from your failure to comply with the above requirements.

5. USER CONTENT (YOUR CONTENT)

When you use the Platform, you may have the ability to upload your own content, including pictures, audio files or other content that you choose to make available through the Platform (“**Your Content**”). You agree that you are responsible for Your Content complying with these Terms, including that Your Content will not contain any Prohibited Content (as defined below).

Prohibited Content: You agree that Your Content shall not include any content that may reasonably be considered to fall within any of the following categories (“**Prohibited Content**”):

- a. **Violates Laws or Regulations** including content that is illegal, promotes illegal activities, or violates any local, state, national, or international laws.
- b. **Harassment or Abuse** including any content that may be considered a form of harassment, abuse, threat, or to promote violence against any user, other individuals or groups.
- c. **Hate Speech** including discriminatory remarks, or content that promotes racism, sexism, homophobia, transphobia, or any other form of bigotry.
- d. **Explicit Materials or Pornography** including content that contains explicit materials or sexually suggestive content, including nudity or sexual acts.
- e. **Violence or Gore** including content that depicts graphic violence, gore, or any content that is excessively violent or disturbing.

- f. **Third-Party Personal Information** including content that divulges personal information of others without their consent, including but not limited to addresses, phone numbers, email addresses, and financial information.
- g. **Spam or Advertising** including unsolicited advertisements, promotional materials, or any form of spam.
- h. **Impersonation** including content that impersonates another person, entity, or falsely states or otherwise misrepresents your affiliation with a person or entity.
- i. **Malware or Phishing** including content that contains viruses, malware, or any other harmful or disruptive code.
- j. **Infringing Materials** including any content that infringes on the intellectual property rights of others, including copyrights, trademarks, patents, or trade secrets.
- k. **Misleading or False Information** including content intended to spread false, misleading, or deceptive information.
- l. **Self-Harm or Suicide** including content that promotes or encourages self-harm, suicide, or any other form of self-injury

We at our discretion may determine whether or not any of Your Content is considered Prohibited Content in violation of these Terms. The inclusion of Prohibited Content in Your Content may result in the removal of Your Content (as applicable), Suspension of your Account, or the termination of your Account.

6. NO ENDORSEMENTS

The Platform may provide links to or otherwise incorporate third-party websites, resources, content or services (collectively referred to as “**Third-Party Material**”). Laila is not responsible or liable to any user or any other third party for the accuracy, validity, sufficiency, authenticity or completeness of any Third-Party Material, or the availability, terms or practices of any providers of such Third-Party Material. Use of or links to Third-Party Material on or through the Platform does not imply any endorsement, warranty or guarantee by Laila of such Third-Party Materials or the providers thereof. You acknowledge sole responsibility for and assume all risk arising from your use of all Third-Party Materials.

7. USER CONDUCT GUIDELINES

You warrant that you shall not directly or indirectly, attempt to or actually:

- a. access or use the Platform to violate any laws or regulations or infringe the rights of any third party (including intellectual property, privacy or publicity-related rights);
- b. access, copy, distribute, share, publish, use, store or prepare derivative works from any Platform content for purposes that are inconsistent with the Terms, or lease, distribute, license, sell or otherwise commercially exploit or transfer or grant rights in or to the Platform to any third parties;
- c. circumvent our systems (including by attempting to access or use the Platform if you have been temporarily or permanently prohibited or blocked from using the same);
- d. interact with the Platform by “scraping,” “crawling” or “spidering” the Platform by any other means and other than through the currently available, published interfaces that are provided by Laila;
- e. use, display, mirror or frame the Platform in whole or in part, or any Laila Marks (as defined below) or other proprietary information, without Laila’s express written consent;
- f. make any statements or implications that you are endorsed or have any partnership with Laila;
- g. misrepresent your identity, age, current or previous positions, qualifications, or affiliations with a person or entity;
- h. submit any Prohibited Content as part of Your Content;

- i. use any other users' content uploaded to the site, including to use such content as Your Content, or otherwise copy, reproduce, disseminate, or use such content in any capacity outside what is authorized as part of your standard use of the Platform;
- j. harass, bully, stalk, intimidate, assault, defame, harm or otherwise mistreat any person;
- k. solicit money or other items of value from another user, whether as a gift, loan, or form of compensation;
- l. interfere with, disrupt, damage or compromise the Platform or our systems or the access of any User;
- m. attempt to reproduce, decipher, decompile, disassemble or reverse engineer any of the code or software used to provide the Platform;
- n. act in any way that may be harmful to Laila or to Laila's reputation; or
- o. otherwise abuse the Platform or breach the Terms.

Laila reserves the right to monitor access to or use of the Platform by any user, and to investigate and prosecute all reports, complaints and claims, or otherwise suspected misconduct or violations of the law to the fullest extent of the law. You agree to cooperate with and assist Laila or its representative in good faith, in any such investigations, including by providing us with such information as we may reasonably request.

8. PAYMENTS; AUTO-RENEWAL

Purchases and Subscriptions: When you use our Platform, you may make purchases, including with respect to subscriptions for certain features (a "**Subscription**") we offer through our Platform. **IF YOU PURCHASE A SUBSCRIPTION, SUCH SUBSCRIPTION WILL BE AUTOMATICALLY RENEWED ON A RECURRING BASIS UNTIL YOU CANCEL AS INDICATED TO YOU UPON CHECK-OUT.** If you make a purchase through the Platform, you agree to pay the prices displayed to you for the respective purchase (including any recurring Subscription) and authorize Laila or its respective payment processor to charge the payment method you provide. Laila does not itself process payments and is not responsible for billing disputes or refunds; all such matters are handled directly by Apple in accordance with its terms. For questions, please contact us in accordance with the Section 18 below.

Promotions and Free Trial: From time to time, we may offer promotional subscriptions or free trials. Currently, new users may receive their first month free if they invite three (3) friends to join the Platform. The availability of promotional offers may change, and such offers are subject to eligibility requirements and our sole discretion.

Subscription Cancellation: **To cancel your Subscription, you must manage and cancel through your Apple ID account settings. Deleting your Account or deleting the App will not cancel your Subscription. Subscriptions automatically renew until canceled. Laila does not issue refunds for unused periods.**

You acknowledge that our Platform does not require a Subscription and that canceling your Subscription does not automatically remove your Account from the Platform. Please see the Section 16 below regarding how you may terminate your Account.

9. INTELLECTUAL PROPERTY OWNERSHIP

Laila IP: The Platform, including the Website and Apps, and all features, functionality, tools and content thereof, are protected by copyright, trademark, patent and other laws of the United States. You acknowledge and agree that as between you and Laila, the Platform, all associated documentation, and all intellectual property rights therein, and all trade names, logos, and other trademarks and service marks associated with Laila (whether or not registered, the "**Laila Marks**") are the exclusive property of Laila (collectively, the "**Laila IP**"). You shall not remove, alter or obscure any Laila Marks, patent marking, or other proprietary rights notices incorporated in the Platform, or use the Laila Marks without our prior written consent. No licenses or rights are granted to you by implication or otherwise in or to any Laila IP or any other intellectual property rights owned or controlled by Laila or its licensors, except as expressly provided in the Terms. All rights not expressly granted to you by the Terms are hereby reserved by Laila.

By uploading, sharing or storing Your Content on or through the Platform, you hereby grant Laila a worldwide, non-exclusive, transferable, sublicensable, royalty-free right and license to use, copy, reproduce, process, adapt, modify, distribute, post, broadcast, publicly perform, publish and display Your Content in any and all media as necessary to

provide the Platform and applicable functionality to you and otherwise operate the Platform, including for Platform-related product development and de-bugging purposes. You represent and warrant that you have all the rights, power and authority necessary to grant Laila the rights granted herein to Your Content, and that neither Your Content, nor Laila's use of Your Content as contemplated by these Terms, will infringe, misappropriate or violate the rights of any person or entity or result in the violation of any applicable law or regulation. You acknowledge and agree that you are solely responsible for Your Content, and for any consequences thereof, including the use of Your Content by other Users.

Your Content: Your Content and all intellectual property rights therein, are owned by you. Except for the license granted to Laila in these Terms, no other rights are granted to Laila in or to Your Content. Notwithstanding anything to the contrary, you agree that Laila may access, preserve, and disclose Your Content and Account information, if required to do so by law or upon a good faith belief that such access, preservation, or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce these Terms; (iii) respond to claims that any content violates the rights of third parties; or (iv) protect the rights, property or personal safety of the Laila or any other person.

Feedback: If you choose to provide us with feedback, comments, ideas and suggestions for improvements, enhancements or modifications to the Platform ("**Feedback**"), you agree that all such Feedback will be the sole and exclusive property of Laila. You hereby irrevocably transfer and assign to Laila all of your right, title, and interest in and to all Feedback, including all intellectual property rights therein.

10. DIGITAL MILLENNIUM COPYRIGHT ACT

Laila has adopted the following "Copyright Compliance Policy". If you or any user of the Platform believes its copyrights have been infringed, the respective copyright owner ("**Complaining Party**") should send notification to our Designated Agent (as identified below) immediately. To be effective, the notification must include:

- a. A physical or electronic signature of the Complaining Party or such person authorized to act on behalf of the Complaining Party;
- b. Identification of the copyrights claimed to have been infringed;
- c. Information reasonably sufficient to permit us to contact the Complaining Party or such person authorized to act on behalf of the Complaining Party, such as address, telephone number and, if available, an electronic mail address at which the Complaining Party may be contacted;
- d. Identification of the material that is claimed to be infringing or to be subject to infringing activity on the Complaining Party's copyrights that is to be removed and information reasonably sufficient to permit us to locate such materials;
- e. A statement that the Complaining Party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, agent, or by law; and
- f. A statement that the information in the notification is accurate and, under penalty of perjury, the Complaining Party or such person authorized to act on behalf of the Complaining Party is the owner of an exclusive copyright that is allegedly infringed.

Pursuant to the Digital Millennium Copyright Act, 17 U.S.C. § 512(c) ("DMCA"), our "**Designated Agent**" for notice of claims of copyright infringement can be reached as indicated below.

Designated Agent for Claimed Infringement:

Laila Dating, Inc. (DMCA-1061046)

Email: contact@laila.nyc

Once notice is received, we will act expeditiously to review and, if necessary, to remove content on the Platform that infringes the copyrights of others and may disable the access to the Platform of anyone who uses them to

repeatedly infringe the copyrights of others. We are not liable for any such removal and the claims of the Complaining Party may be referred to the United States Copyright Office for adjudication as provided in the DMCA. We take the protection of copyrights, both our own and others, very seriously.

11. PRIVACY

We process information about you in accordance with our privacy policy found at www.Laila.nyc/privacy ("Privacy Policy"). By accessing or using the Platform, you warrant that you have read and understand our Privacy Policy. You understand that your use of the Platform will result in our collection of data and information you generate, that we may use such data and information in an aggregated and anonymized way pursuant to our policies and in compliance with applicable law, and that such aggregated and anonymized data and information does not constitute Your Content.

12. DOWNTIME

Laila uses commercially reasonable efforts to provide access to the Platform in a reliable and secure manner. From time to time, interruptions, errors, delays, or other deficiencies in providing access to the Platform may occur due to a variety of factors, including planned outages to maintain and enhance the Platform, as well as outages outside of Laila's control (collectively "Downtime"). If the Platform is unreachable due to Downtime, then you may not be able to use the Platform as intended. Laila shall not be liable or responsible to you for any inconvenience, losses or any other damages as a result of Downtime and you hereby waive any claim against Laila resulting from any Downtime.

13. DISCLAIMERS

YOUR USE OF THE PLATFORM IS AT YOUR OWN RISK. THE PLATFORM IS PROVIDED "AS IS," "AS AVAILABLE", AND "WITH ALL FAULTS," AND WE MAKE NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, OF ANY KIND RELATED TO THE PLATFORM, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE, OR ANY REPRESENTATIONS OR WARRANTIES THAT THE PLATFORM, INCLUDING ANY TEXT, DATA, RECORDS, INFORMATION AND OTHER CONTENT THAT MAY BE STORED, SHARED OR OTHERWISE MADE AVAILABLE OR CAUSED TO BE MADE AVAILABLE BY LAILA OR BY USERS ON OR THROUGH THE PLATFORM, WILL BE ACCURATE, COMPLETE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE PLATFORM OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE PLATFORM WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. WE DO NOT MAKE ANY REPRESENTATIONS OR GUARANTEES REGARDING UPTIME OR AVAILABILITY OF THE PLATFORM. NOTHING CONTAINED ON THE PLATFORM SHALL BE CONSTRUED AS PROVIDING CONSULT OR ADVICE TO YOU. WITHOUT LIMITING THE FOREGOING, LAILA DISCLAIMS ANY AND ALL LIABILITY RELATED TO (I) YOUR USE OF OR INABILITY TO USE THE PLATFORM, (II) THE ACTS OR OMISSIONS OF ANY OTHER USER OR ANY OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE PLATFORM, AND (III) ANY CONTENT UPLOADED, ACCESSED, VIEWED OR DOWNLOADED IN CONNECTION WITH THE USE OF THE PLATFORM, INCLUDING YOUR CONTENT. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

14. LIMITATION OF LIABILITY & INDEMNIFICATION

IN NO EVENT WILL LAILA BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR DAMAGES FOR LOST REVENUES OR PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, WHETHER BASED IN WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT LAILA HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE. WITH RESPECT TO ANY DIRECT DAMAGES, OR IN THE EVENT THAT THE FOREGOING LIMITATION OF LIABILITY IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE UNENFORCEABLE, LAILA'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS SHALL BE LIMITED TO TWENTY-FIVE U.S. DOLLARS (US\$25). CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSIVE OR LIMITATION OF CERTAIN DAMAGES AS SET FORTH IN THIS SECTION, SO THESE LIMITATIONS AND EXCLUSIONS APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE

LAW. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THE PLATFORM MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED. YOU ACKNOWLEDGE AND AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH ABOVE ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN LAILA AND YOU, AND WILL SURVIVE AND APPLY EVEN IF YOUR REMEDIES ARE FOUND OR ALLEGED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

To the maximum extent not prohibited by applicable law, you agree to release, defend, indemnify, and hold Laila, its parent, subsidiaries, affiliates, licensors and service providers, and its and their officers, directors, shareholders, agents, employees and representatives, harmless (collectively “indemnify” or any variation thereof) from and against any claims, liabilities, damages, losses, costs and expenses, including, any bodily injury, illness, death or damage to any real or personal property, or any other injuries, losses, or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind, and including reasonable legal fees and litigation expenses and costs, arising out of or relating to or in any way connected with (i) your access to or use of the Platform, (ii) Your Content, (iii) any interactions with any other user of the Platform, (iv) your breach of the Terms, and (v) your gross negligence or willful misconduct.

15. GOVERNING LAW; DISPUTE RESOLUTION CLASS ACTION WAIVER

The Terms shall be governed by and interpreted in accordance with the laws of Delaware without regard to conflict of law principles. All Disputes, claims, controversies and subject matters relating to or in connection with these Terms (or the breach thereof) hereunder shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules (“AAA Rules”), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place in New York, New York before a single neutral arbitrator appointed in accordance with the AAA Rules and shall be conducted in the English language. All arbitrations shall be conducted and resolved on an individual basis and not a class-wide, multiple plaintiff or similar basis. No arbitration shall be consolidated with any other arbitration proceeding involving any other person or entity.

You have the right to opt-out and not be bound by these arbitration and waiver of class action provisions by sending written notice of your decision to opt-out to contact@laila.nyc within thirty (30) days of your earliest use or access of the Platform.

Subject to the above arbitration provisions, you and Laila agree that any and all disputes, claims and actions, at law or in equity, arising out of or relating to or in connection with the Terms or the breach, termination, enforcement, interpretation or validity thereof, or to the use of the Platform (collectively, “Disputes”) in the federal or state courts located in New York, New York, and each of us agrees that such courts shall have exclusive jurisdiction and venue for any such actions, except that Laila retains the right to submit a Dispute to any court of competent jurisdiction. Laila also may seek injunctive or other equitable relief for breach of these Terms in any court of competent jurisdiction wherever located. You consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum. The prevailing party in any suit, action or proceeding, including any arbitration proceeding, will be entitled to recover its reasonable legal fees and costs and expenses from the other party.

EXCEPT WHERE PROHIBITED UNDER APPLICABLE LAWS, ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THE ARBITRATION AGREEMENT PROVIDED FOR IN THIS SECTION MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A COLLECTIVE CLASS BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE.

16. ACCOUNT SUSPENSION

Laila may, directly or indirectly, suspend, terminate, or otherwise deny your access to or use of all or any part of the Platform, without incurring any resulting obligation or liability, if: (a) Laila receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Laila to do so; or (b) Laila believes, in its discretion, that: (i) you have failed to comply these Terms in any manner, or accessed or used the Platform beyond the scope of the rights granted or for a purpose not authorized under these Terms; or (ii) you have been, or are likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with the Platform (any such suspension referred to herein as a

“Suspension”). This Section does not limit any of Laila’s other rights or remedies, whether at law, in equity, or under these Terms.

If and when the Suspension is removed, there will be no retroactive compensation provided for such Suspension. We will notify you of a Suspension via to the current email address and/or other contact options provided by you as part of your Account. If your Account access remains suspended for more than 180 days, then we may terminate the Account.

In addition, you shall be deemed by us to have an **“Abandoned Account”** if such you do not login to your Account at least one time in any given twenty-four-month period. If a your Account becomes an Abandoned Account, then we will attempt to notify you via email and/or other contact options provided by you. If you do not login to their account at least one time within the subsequent twelve-month period, the Account may be terminated.

17. ACCOUNT TERMINATION

If you wish to terminate your Account, you may simply discontinue using the Platform.

Without limiting any rights to Suspensions above, we may, in our discretion, without liability to you and without limiting our other remedies, with or without prior notice and at any time, decide to limit, deactivate or cancel your Account and take technical and legal steps to prevent you from using our Platform at any time for any reason, including but not limited to your failure to comply with the Terms, or for no reason (in which case you will not be entitled to a refund from Laila). When an issue arises, we reserve the right to consider your Platform use history and the specific circumstances in applying our policies and making related determinations.

If you terminate your Account for any reason, or if we terminate your Account due to your breach of the Terms, such termination will be effective immediately, and you will be immediately billed for any unbilled fees incurred prior to the effective date of termination. You will not receive a refund for any amounts already paid for that billing period. Further, you agree to reimburse us for any collection costs and interest for any overdue amounts.

18. NOTICE

For questions or notices related to the Platform or these Terms, please contact us at contact@laila.nyc.

19. SPECIAL STATE TERMS

Our services are currently available in the United States and Turkiye. These terms are intended as a single global agreement; however, you may have additional rights under local consumer protection laws that apply in your jurisdiction.

For subscribers residing in New York:

- We do not guarantee any number of “referrals”—rather, the functionality of the Services is such that the subscriber can view a limited amount of profiles each day;
- Upon notice in writing and delivered to Laila at 8 The Green, Ste A, City of Dover County of Kent, 19901, you may place your Subscription on hold for up to one year;
- How your information is used and how you may access your information is set forth in our Privacy Policy;
- You may review the New York Dating Service Consumer Bill of Rights [here](#);
- Our Services are available in New York, New York and surrounding cities that may extend into New Jersey. If you believe that you fall outside a location where we provide the Services or have any questions related to where our Services are available, please contact us at contact@laila.nyc.

20. MISCELLANEOUS

These Terms constitute the entire and exclusive understanding and agreement between you and Laila regarding your access to and use of the Platform and supersede and replace any and all prior or contemporaneous oral or written understandings or agreements between you and Laila and regarding the subject matter hereof. You may not assign, transfer, delegate or sublicense any of your rights or obligations under the Terms, including by operation of

law or merger or consolidation, without our prior written consent. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by the Terms. Except as otherwise expressly set forth herein, the Terms do not and are not intended to confer any rights or remedies upon any person other than the parties hereto. Our failure to exercise any right or enforce any obligation under these Terms or to take action with respect to a breach by you or others will not constitute a waiver of such right, obligation or breach, and the exercise by either party of any of its remedies under the Terms will be without prejudice to its other available remedies. Except as otherwise provided in the Terms, if an arbitrator or a court of competent jurisdiction finds any provision of the Terms to be invalid, void or unenforceable, in whole or in part, for any reason, the offending provision will be enforced to the maximum extent permissible and will not affect the validity or enforceability of the remaining provisions, which will remain in full force and effect. Any provisions of the Terms that contemplate performance or observance subsequent to the expiration or termination of these Terms shall survive such expiration or termination.

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