

TERMS AND CONDITIONS AmourFou™ Dating App

Version 1.1 | Version Date: Jan. 10, 2026

AmourFou™ is a trademark operated by the U.S.-based company *Macabama Group LLC* (“Company”, “we”, “us”, or “our”). The servers hosting the website <https://www.amourfouapp.com>, the *AmourFou™-App*, and the user data are located in the European Union, Germany. These Terms & Conditions apply **exclusively** to the *AmourFou™* dating app (“App”), the website <https://www.amourfouapp.com>, and communication with us regarding the *AmourFou™* services (collectively, the “*AmourFou Services*”). These *Terms & Conditions* do **not** apply to any other websites, services, trademarks, or offerings managed or operated by Macabama Group LLC, which are each governed by their respective separate *Terms & Conditions* available at the respective websites.

TERMS AND CONDITIONS AGREEMENT

This Terms and Conditions Agreement, together with our Privacy Policy and the Consent for Processing of Biometric Data, forms a legally binding agreement (collectively, the “Agreement”) between you (“user” or “you”) and Macabama Group LLC, concerning your access to and use of the website <https://www.amourfouapp.com>, the downloadable APK Android App “*AmourFou™ - Crazy Love*”, and any related media forms, channels, mobile websites, or applications connected thereto (collectively, the “*AmourFou™ Services*” or “Services”).

The *AmourFou™ Services* provide an AI-powered dating and matchmaking platform, including features such as AI-supported matching, psychological compatibility tests, dream partner photo uploads for visual similarity analysis, and profile suggestions based on compatibility scores. These Services are for personal, non-commercial use only and are **not** legal, financial, professional, or therapeutic advice.

The *AmourFou™ Services* are intended solely for individual consumers who are at least 18 years of age (or the age of majority in their jurisdiction, whichever is higher). By accessing or using the *AmourFou™ Services*, you represent and warrant that you meet this age requirement and have the legal capacity to enter into this Agreement. Minors are strictly prohibited from using the *AmourFou™ Services* under any circumstances.

Supplemental terms, policies, or documents posted on the *AmourFou™ Services* from time to time are expressly incorporated into this Agreement by reference.

We make no representation that the *AmourFou™ Services* are appropriate or available in every location. The *AmourFou™ Services* are not intended for distribution to, or use by, any person or entity in any jurisdiction where such distribution or use would violate local law or subject us to any registration or other requirement. If you access the *AmourFou™ Services* from outside the locations where we operate them, you do so on your own initiative and are solely responsible for compliance with applicable local laws.

YOU ACCEPT AND AGREE TO BE BOUND BY THIS AGREEMENT BY DOWNLOADING THE APP, CREATING AN ACCOUNT, REGISTERING, UPLOADING ANY CONTENT (INCLUDING PHOTOS), PURCHASING ANY PREMIUM ACCESS OR FEATURES, ACKNOWLEDGING ACCEPTANCE IN ANY FORM PROVIDED, CONTACTING US (E.G., VIA EMAIL OR WHATSAPP), OR BY CONTINUING TO USE THE AMOURFOU SERVICES. IF YOU DO NOT AGREE TO THIS AGREEMENT, OR TO ANY FUTURE MODIFICATIONS WE MAY MAKE, YOU MUST IMMEDIATELY STOP ACCESSING OR USING THE AMOURFOU SERVICES.

CONTACT AND VERIFICATION

When you contact us or use the AmourFou™ Services, we may — if required for compliance with applicable laws (including U.S. sanctions, export controls, anti-money laundering rules, or our risk policies) — verify your identity and screen against relevant lists (e.g., OFAC SDN List, BIS Entity List, or EU exclusion databases). By using the Services or initiating contact, you consent to such verification and to the processing of your personal data in accordance with our Privacy Policy and applicable law (including GDPR for EU residents where relevant).

For processing of biometric data (such as facial embeddings derived from profile photos or dream partner uploads), your specific consent is governed by the separate Biometric Data Processing Consent at <https://www.amourfouapp.com/DP.html>.

ELECTRONIC CONTRACTING AND ELECTRONIC SIGNATURES

Use of the AmourFou Services involves entering into agreements and transactions electronically (including account creation, premium subscriptions, and feature activations). **YOU ACKNOWLEDGE AND AGREE THAT YOUR ELECTRONIC ACTIONS — SUCH AS DOWNLOADING THE APP, CLICKING “I ACCEPT”, REGISTERING, MAKING PAYMENTS, OR CONTINUING TO USE THE SERVICES — CONSTITUTE YOUR INTENT TO BE LEGALLY BOUND BY THIS AGREEMENT AND ANY RELATED ELECTRONIC CONTRACTS OR TRANSACTIONS.**

You agree that electronic signatures and records are valid and enforceable to the same extent as physical ones, in accordance with the U.S. Electronic Signatures in Global and National Commerce Act (E-Sign Act) of 2000, the Uniform Electronic Transactions Act (UETA), and applicable New Mexico state law. It is your responsibility to maintain the hardware, software, and internet access necessary to receive, access, and retain electronic records and notices.

Electronic contracts formed in jurisdictions that prohibit or restrict electronic contracting may be voidable at our sole discretion.

AFFILIATE PROGRAM

AmourFou™ is a great opportunity for Influences and other popular persons: AmourFou™ welcomes partnerships with affiliates who refer new users to the App. If you refer users who sign up for Premium membership through your unique affiliate link, you may earn a referral fee based on our current affiliate terms. We are open to collaborators who support our mission of fostering meaningful connections—email affiliate@amourfouapp.com to apply or learn more. All affiliate relationships are transparent, and we ensure that referrals prioritize user benefit over compensation. By participating, you agree to comply with applicable laws, including anti-spam regulations and disclosure requirements for sponsored promotions.

CONFIDENTIALITY OF USER COMMUNICATIONS

All communications between users of the AmourFou™ Services (including, but not limited to, in-app messages, chats, voice notes, video calls if available, and any other form of interaction facilitated through the App or website) are intended to be private and confidential. You agree not to screenshot, copy, record, publish, distribute, disclose, share, or otherwise make public any content from your private communications with other users (or excerpts thereof) without the explicit prior consent of the other user(s) involved. This includes prohibiting the use of such communications publicly, against another user (e.g., for harassment, defamation, blackmail, or shaming), or in any external forum, social media, or third-party platform.

This obligation is mutual among users and is a fundamental condition of using the AmourFou™ Services to foster a safe and trusting environment for personal interactions. Violations may result in immediate account suspension or termination, reporting to authorities if illegal activity is involved, and other remedies available to us or affected users. This section survives termination of your account or this Agreement.

We do not guarantee the absolute security or confidentiality of user-to-user communications (as no online service can), but we implement reasonable technical and organizational measures to protect them in accordance with our Privacy Policy. However, you use the communication features at your own risk and acknowledge that other users may breach this confidentiality.

PURCHASE OF PREMIUM MEMBERSHIP

The AmourFou™ Services are offered on a freemium basis, with core features available for free and enhanced features unlocked via a single paid membership tier: "Premium". All purchases of Premium membership are made exclusively through the integrated payment gateway within the App, powered by Stripe.

- Prices are displayed and charged exclusively in USD. No other currencies are offered or supported (though your card issuer may handle any currency conversion).
- Upon selecting and confirming a Premium purchase in the App, you accept the displayed price (including any applicable taxes added automatically) and authorize the immediate charge to your payment method.
- We reserve the right to refuse or cancel any purchase at our sole discretion (e.g., due to payment issues, compliance screening, suspected fraud, or other risks), without prior notice or liability.
- We may correct any pricing errors (even after a charge has been processed) and issue adjustments or refunds only in such cases at our discretion.

PAYMENT

Payments for Premium membership are processed securely through Stripe, our integrated payment provider. By purchasing Premium, you agree to pay all applicable charges at the prices displayed in the App at the time of purchase. You authorize us (via Stripe) to charge your selected payment method accordingly.

If your Premium membership is set up as recurring (e.g., monthly or annual auto-renewal), you agree to recurring charges on your payment method without further approval for each renewal period, until you cancel the membership in accordance with the App's cancellation process. You are responsible for keeping your payment information current.

We may change Premium prices or features at any time without prior notice; changes apply to future renewals or new purchases. All payments are in USD. Sales tax or other applicable fees may be added as required by law.

AS-IS SERVICES, NO REFUNDS, AND AVAILABILITY

The AmourFou™ Services, including the App, website, AI matching algorithms, compatibility tests, photo analysis features, chat functionality, and Premium benefits, are provided "AS IS" and "AS AVAILABLE" without any warranties of any kind, express or implied.

You acknowledge and agree that:

- The Services may contain minor bugs, errors, inaccuracies, or temporary interruptions (e.g., due to scheduled maintenance, updates, backups, server optimizations, DDoS attacks, or other technical issues), and such occurrences do not constitute a breach of this Agreement or entitle you to refunds, credits, or compensation.
- We continuously work to improve and correct the Services, but no specific timeline or guarantee of perfection is provided.
- The effectiveness of matches, compatibility suggestions, AI features, or any outcomes from using the Services depends on many factors beyond our control (e.g., user-provided data accuracy, user behavior, external circumstances, personal preferences), and we do not guarantee any specific results, connections, relationships, or success in finding a partner.
- All Premium purchases and subscriptions are final and non-refundable, with no refunds, credits, or prorated returns for partially used periods, except where required by applicable law (e.g., statutory cooling-off periods in certain jurisdictions like the EU/EEA for the initial 14 days).
- Temporary outages or reduced functionality during maintenance or unforeseen events are not grounds for refunds or claims.
- In our sole discretion, we may (but are not obligated to) offer goodwill adjustments, extensions, or rework for verified issues, but this does not create any ongoing obligation.

To the fullest extent permitted by law, we disclaim all liability for any dissatisfaction with the Services, lack of desired outcomes, or interruptions, and you agree that your sole remedy for dissatisfaction is to stop using the Services and cancel any Premium membership. This section survives termination of this Agreement.

SERVICE DISCLAIMER

We do not guarantee any specific outcomes from using the AmourFou™ Services, such as successful matches, relationships, or compatibility results. The Services are provided for entertainment and personal connection purposes only and do not ensure compliance with any specific foreign or local laws beyond our operational jurisdictions. While we adhere to ethical standards in our operations, we have no control over how users interact or use the Services. You are solely responsible for your own legal and ethical use of the AmourFou™ Services, including compliance with all applicable laws in your jurisdiction (e.g., data privacy, anti-harassment, or content restrictions). We disclaim all liability for any regulatory, reputational, criminal, or other consequences arising from your misuse of the Services or interactions with other users. The AmourFou™ Services do not constitute professional matchmaking, counseling, therapy, or any regulated activity unless explicitly stated.

REGARDING SERVICES

We leverage advanced AI and algorithms to provide the AmourFou™ Services, drawing on our expertise in matchmaking and user experience. We strive to deliver high-quality features, but the effectiveness of the Services (e.g., match accuracy, compatibility scores, or photo analysis) heavily depends on the quality and accuracy of the information you provide, such as profile details, photos, and preferences. You are solely responsible for the truthfulness and completeness of your user-generated content—we provide Services based only on what you submit and cannot verify or guarantee its accuracy.

We are not liable for issues arising from incomplete, inaccurate, or misleading user-provided data, nor for external factors affecting outcomes (e.g., other users' behaviors, device compatibility, or changes in AI models). If certain features require additional data procurement (e.g., via integrations), we will make reasonable efforts but are not liable for unavailability due to force majeure, third-party restrictions, or other external circumstances.

LIMITATIONS AND EXCLUSIONS

We reserve the right, but are not obligated, to limit access to the AmourFou™ Services for any user, geographic region, or jurisdiction on a case-by-case basis (e.g., for compliance or technical reasons). We may limit quantities of Premium memberships or features offered. Descriptions of Services, pricing, and availability are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any feature or the entire Services at any time. Any offer is void where prohibited by law.

We do not warrant that the Services will meet your expectations or be error-free, though we commit to addressing reported issues promptly where feasible (see our Privacy Policy for more on refunds and support). You acknowledge that no online service is infallible, and minor errors do not entitle you to compensation beyond what is outlined in this Agreement.

EDITORIAL CONTENT AND ARTICLES

The AmourFou™ Services may include articles, blog posts, or other editorial content published on the website that promote the AmourFou™ App, highlight its features, and compare it favorably to competitors' apps. These materials are created based on our experiences, user feedback, and publicly available information, adhering to good journalistic practices while being promotional in nature. All statements are truthful, substantiated where factual, and not intended to defame or mislead.

Such editorial content constitutes protected commercial speech under the First Amendment of the United States Constitution, which safeguards free expression, including opinions and comparative advertising. Comparative elements in these articles comply with U.S. Federal Trade Commission (FTC) guidelines, which permit truthful, non-deceptive comparisons of objectively measurable attributes to inform consumers and foster competition. We make no warranties as to the completeness or ongoing accuracy of these articles and disclaim all liability for any damages arising from their publication, use, or reliance by any person.

These articles are not, and must not be construed as, legal, financial, professional, therapeutic, or impartial advice of any kind, nor as certifications, audits, or guarantees. They are published from the United States and governed by U.S. laws, with exclusive jurisdiction in U.S. courts for any disputes arising from them.

We and our affiliates make no warranties with respect to this editorial content. Any use, sharing, or reliance on it—by you or any third party—is at your own risk. You agree to indemnify and hold harmless Macabama Group LLC, its personnel, authors, and affiliates against any and all third-party claims, actions, or proceedings (including but not limited to defamation, false advertising, unfair competition, or reputational harm) arising from your use or distribution of the content or from any material inaccuracy in information you provide that may influence such content.

USER REPRESENTATIONS

By accessing, downloading, registering for, or using the AmourFou™ Services (the App, website <https://www.amourfouapp.com>, or any related features), you represent and warrant that:

- A. All information you provide (including profile details, photos, preferences, messages, and any other content or data) is truthful, accurate, and not misleading;
- B. You will promptly update your information to keep it current, accurate, and complete;
- C. You are at least 18 years of age (or the age of majority in your jurisdiction, whichever is higher) and have the legal capacity to enter into this Agreement; minors are strictly prohibited from using the AmourFou™ Services under any circumstances;
- D. Your use of the AmourFou™ Services complies with all applicable laws, regulations, and these Terms (including local laws on dating, online conduct, data privacy, and content restrictions);

- E. You are not a prohibited person under U.S. sanctions lists (e.g., OFAC SDN), export control restrictions, or similar prohibitions, and you will not access or use the Services from sanctioned jurisdictions or for any prohibited purpose;
- F. If you are located outside the United States, you are solely responsible for ensuring your use complies with the laws of your jurisdiction; we make no representation that the AmourFou™ Services are appropriate or legal in every location.

If we have reasonable grounds to believe that any information you provide is untrue, inaccurate, outdated, incomplete, or that you have violated these representations, we may (without notice or liability) suspend or terminate your account, delete your content, or restrict your access to the Services.

PROVIDED PERSONAL INFORMATION

Any personal information you provide through the AmourFou™ Services (e.g., during registration, profile creation, chat, or support interactions) is governed by our Privacy Policy at <https://www.amourfouapp.com/PRP.pdf> and, where applicable, the Biometric Data Processing Consent at <https://www.amourfouapp.com/DP.html>. We process your data in accordance with these documents and applicable law (including GDPR for EU residents where relevant). Your profile information, photos, messages, and other user-generated content are intended to remain private and confidential within the context of the app—visible only to other users as part of the intended dating and matching functionality. We will never use your personal data, photos, profile text, hobbies, messages, or any other user content for external marketing, advertising, promotional materials, PR, or any form of public or commercial display outside the app.

FEEDBACK AND SUGGESTIONS

Any comments, suggestions, ideas, reports of bugs, feature requests, or other feedback (“Feedback”) you provide to us regarding the AmourFou™ Services are non-confidential. You grant us an unrestricted, perpetual, royalty-free, worldwide license to use, modify, incorporate, and commercialize such Feedback for any purpose related to operating, improving, or developing the Services (including training AI models or fixing issues) without any obligation to acknowledge you or provide compensation. If your Feedback includes personal data (including EU personal data), you warrant that you have obtained all necessary consents and rights for us to use it as described. This license applies only to Feedback and does not extend to your profile content, photos, or private communications.

USER-GENERATED CONTENT AND CONTRIBUTIONS

The AmourFou™ Services allow you to create, upload, post, transmit, or share content, including profile information, photos, dream partner images, messages, compatibility test answers, comments, or other materials (“Contributions” or “User Content”).

You represent and warrant that:

- A. You own or have all necessary rights, licenses, consents, and permissions to use and authorize us and other users to use your Contributions as contemplated by these Terms (i.e., for matching, communication, and app functionality); B. Your Contributions do not infringe any third-party rights (including copyright, trademark, privacy, publicity, or personality rights); C. For any identifiable individuals in your Contributions (e.g., photos), you have obtained their written consent or release to include and use their likeness within the app; D. Your Contributions are not obscene, harassing, defamatory, violent, hateful, discriminatory (based on race, gender, sexual orientation, religion, disability, etc.), illegal, or otherwise objectionable (as determined by us in our sole discretion); E. Your Contributions do not contain malware, viruses, or any code that could harm the Services or other users; F. Your Contributions do not solicit personal information from minors, exploit minors, or violate laws protecting children.

We may, but have no obligation to, monitor, review, edit, remove, or refuse to display any Contributions that we believe violate these Terms, applicable law, or our community standards. You are solely responsible for your Contributions and any consequences of posting them.

Your Contributions remain private and confidential within the app ecosystem. We will never use your photos, profile text, hobbies, messages, or any other personal user content for marketing, advertising, promotional purposes, PR, external display, or any commercial use outside the AmourFou™ app and of providing and improving the AmourFou™ Services.

ACCURACY OF INFORMATION

Information on the AmourFou™ Services (including articles, feature descriptions, compatibility explanations, or pricing) is provided for general informational purposes only. We do not warrant that it is always complete, accurate, current, or error-free. You should not rely on it as the sole basis for decisions without verifying details through the App or contacting support if needed. We may update or modify content at any time without notice, and you are responsible for monitoring changes.

PROHIBITED ACTIVITIES

You may use the AmourFou™ Services only for their intended personal, non-commercial purpose (finding meaningful connections through dating and matchmaking features). You agree not to:

- A) Attempt to bypass security measures, access restricted areas, or interfere with the Services' functionality;
- B) Impersonate any person or entity, use false identities, or misrepresent your affiliation;
- C) Engage in harassment, stalking, threats, abuse, spam, or any form of unwanted contact toward other users;
- D) Upload or transmit malware, viruses, bots, scrapers, or automated tools that burden or disrupt the Services;
- E) Reverse engineer, decompile, disassemble, or attempt to derive source code from the App or website;
- F) Collect or harvest user data (e.g., emails, profiles) for unsolicited communication or commercial purposes;
- G) Use the Services to compete with us, offer competing dating services, or as part of any service bureau;
- H) Post or transmit content that violates these Terms, infringes rights, or is illegal;
- I) Use the Services in violation of U.S. export controls, sanctions, or for prohibited end-uses;
- J) Engage in any activity that violates applicable law or these Terms.

Violation of these prohibitions may result in immediate account termination, content removal, and/or legal action. We reserve all rights to enforce these restrictions.

INTELLECTUAL PROPERTY RIGHTS

The content available through the AmourFou™ Services (the App, website <https://www.amourfouapp.com>, and any related features; collectively, "AmourFou™ Content") — including but not limited to all text, graphics, images, designs, logos, AI algorithms, compatibility scores, software, source code, databases, functionality, audio (if any), and other materials — and the trademarks, service marks, logos, and trade names contained therein (including "AmourFou™" and related marks; collectively, "Marks") are owned by or licensed to Macabama Group LLC and are protected by United States copyright, trademark, and other intellectual property laws, as well as international conventions.

AmourFou™ Content is provided to you "AS IS" solely for your personal, non-commercial use in connection with the AmourFou™ Services. You are granted a limited, non-exclusive, non-transferable,

revocable license to access and use the AmourFou™ Services and to view, download, or print portions of AmourFou™ Content to which you have properly gained access, strictly for your personal use within the app (e.g., viewing profiles, chatting, or using matching features). You may not copy, reproduce, aggregate, distribute, transmit, broadcast, display, sell, license, modify, create derivative works from, or otherwise exploit any AmourFou™ Content or Marks for any other purpose without our prior written consent.

The Marks may not be used — including as part of other trademarks, domain names, or in any manner likely to cause confusion — without our prior written permission. We reserve all rights not expressly granted in these Terms. Any unauthorized use terminates this limited license immediately.

THIRD-PARTY WEBSITES AND CONTENT

The AmourFou™ Services may contain links to third-party websites, applications, or services (e.g., our payment processor Stripe for Premium purchases, external email or messaging apps like WhatsApp for support, or direct APK download links), or may reference or integrate third-party content (e.g., payment processing tools). These third-party websites, apps, and content ("Third-Party Materials") are not investigated, monitored, or checked for accuracy, appropriateness, completeness, or security by us.

We are not responsible or liable for any Third-Party Materials, including their content, accuracy, offensiveness, opinions, reliability, privacy practices, or policies. Inclusion of links to or integration with Third-Party Materials does not imply our approval or endorsement. If you access, interact with, or make purchases through Third-Party Materials (e.g., via Stripe for Premium membership), you do so at your own risk, and those transactions are governed solely by the third party's terms, policies, and agreements — not ours. We take no responsibility for such interactions or purchases.

SERVICE MANAGEMENT

We reserve the right, but have no obligation, to:

- A. Monitor the AmourFou™ Services for violations of this Agreement;
- B. Take appropriate legal action against anyone who, in our sole discretion, violates this Agreement, including reporting users to law enforcement authorities;
- C. In our sole discretion and without limitation, refuse, restrict, suspend, or disable access to any user's account, Contributions, or any portion thereof that may violate this Agreement or our policies;
- D. In our sole discretion and without limitation, notice, or liability, remove or disable files, content, or features that are excessive in size, burdensome to our systems, or otherwise problematic;
- E. Manage the AmourFou™ Services in a manner designed to protect our rights and property, the safety of users, and the proper functioning of the Services.

We do not use cookies on our website or app, as confirmed in our Privacy Policy.

TERM AND TERMINATION

This Agreement remains in full force and effect while you access, download, register for, or use the AmourFou™ Services.

We reserve the right, in our sole discretion and without notice or liability, to deny access to or use of the AmourFou™ Services to any person for any reason or no reason, including for breach of any representation, warranty, covenant in this Agreement, or any applicable law. We may terminate your account, delete your content or information, or restrict your access at any time, without warning. To protect the integrity of the Services, we may block certain IP addresses from accessing them.

Provisions that by their nature should survive termination (e.g., confidentiality of user communications, licenses granted to us, disclaimers, limitations of liability, indemnification, governing law, and dispute resolution) will continue to apply.

If your account is terminated or suspended for any reason, you are prohibited from creating a new account under your name, a fake name, borrowed name, or on behalf of any third party.

Certain jurisdictions may allow you to cancel this Agreement without penalty within a short cooling-off period (e.g., 14 days in the EU/EEA for distance contracts). To exercise such rights, contact us at contact@amourfouapp.com. This applies only where required by law.

MODIFICATIONS

To this Agreement We may modify this Agreement at any time. Changes will be posted on the AmourFou™ website with an updated effective date. Your continued use of the AmourFou™ Services after any modification becomes effective constitutes acceptance of the updated terms. We may also notify you via in-app message, email, or other means. It is your responsibility to periodically review the Agreement for updates.

To the Services We reserve the right to modify, suspend, or discontinue any part of the AmourFou™ Services (or the entire Services) temporarily or permanently, with or without notice. You agree that we shall not be liable to you or any third party for any such modification, suspension, or discontinuance.

GOVERNING LAW AND DISPUTE RESOLUTION

Disputes Between Users We are not obligated to become involved in any dispute between users or between a user and any third party. If you have a dispute with one or more other users, you release Macabama Group LLC, its affiliates, officers, employees, agents, and successors from all claims, demands, and damages (actual and consequential, known or unknown) arising out of or related to such disputes and/or the AmourFou™ Services.

Disputes With Us

- A. **Governing Law; Jurisdiction.** This Agreement and the AmourFou™ Services are governed by the internal laws of the State of New Mexico, without regard to conflict of laws principles. For any disputes not subject to arbitration (as below), you agree to the exclusive jurisdiction of state and federal courts in Bernalillo County, New Mexico, and waive any objections to venue or personal jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) are excluded. Any claim must be brought within twelve (12) months after it arises.
- B. **Informal Resolution.** Before arbitration or court action, we agree to attempt to resolve any dispute informally for at least thirty (30) days via written notice.
- C. **Binding Arbitration.** If informal resolution fails, either party may elect binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association (AAA), and where appropriate, the AAA's Supplementary Procedures for Consumer-Related Disputes (available at www.adr.org). Arbitration is final and binding; you waive the right to a jury trial. Fees are governed by AAA Consumer Rules; if excessive, we will cover them. Arbitration occurs in Bernalillo County, New Mexico (in person, documents, phone, or online). The arbitrator follows applicable law.
- D. **Restrictions.** Arbitration is individual only; no class actions, joinder, or representative capacity is permitted.
- E. **Exceptions.** The following are not subject to informal resolution or arbitration: (1) disputes over our intellectual property rights; (2) claims of theft, piracy, privacy invasion, or unauthorized use of our content/property; (3) claims for injunctive relief.

If any part of this section is unenforceable, the unenforceable portion falls to court jurisdiction as above.

CORRECTIONS

Occasionally, information on the AmourFou™ Services may contain typographical errors, inaccuracies, or omissions related to features, descriptions, pricing, availability, or other details. We reserve the right to correct any such errors or omissions and to update information at any time without prior notice.

DISCLAIMER

The AmourFou™ Services (the App and website <https://www.amourfouapp.com>) are not intended for distribution to, or use by, any person or entity in any jurisdiction where such distribution or use would violate local law or subject Macabama Group LLC to any registration or other requirement. If accessing the Services from such a jurisdiction is prohibited (e.g., due to sanctions, residency restrictions, or local regulations), you must not use them.

The AmourFou™ Services provide an entertainment and social dating platform only. They do not offer legal, financial, medical, therapeutic, professional matchmaking, counseling, or any regulated advice or services. All content, features (including AI matching, compatibility scores, photo analysis, and articles), and information are provided "AS IS" without any guarantee of accuracy, completeness, reliability, or suitability for any particular purpose.

YOU USE THE AMOURFOU SERVICES AT YOUR OWN RISK. We do not control or endorse the conduct, communications, or interactions of other users (online or offline), nor can we guarantee the accuracy, safety, or intentions of any user profile, message, or match. We are not responsible for any unlawful, objectionable, harassing, misleading, or harmful content or behavior you may encounter.

TO THE FULLEST EXTENT PERMITTED BY LAW, MACABAMA GROUP LLC, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES REGARDING:

- THE ACCURACY, COMPLETENESS, OR RELIABILITY OF ANY CONTENT, MATCHES, SCORES, OR FEATURES;
- UNINTERRUPTED, ERROR-FREE, SECURE, OR VIRUS-FREE OPERATION OF THE SERVICES;
- PERSONAL INJURY, EMOTIONAL DISTRESS, PROPERTY DAMAGE, OR ANY OTHER HARM RESULTING FROM YOUR USE OF THE SERVICES;
- UNAUTHORIZED ACCESS TO OR USE OF SERVERS, PERSONAL DATA, OR PAYMENT INFORMATION;
- ANY BUGS, VIRUSES, OR MALICIOUS CODE TRANSMITTED THROUGH THE SERVICES;
- ANY THIRD-PARTY PRODUCTS, SERVICES, OR TRANSACTIONS (E.G., PREMIUM PAYMENTS VIA STRIPE).

AS WITH ANY ONLINE DATING OR SOCIAL SERVICE, EXERCISE CAUTION, USE GOOD JUDGMENT, AND DO NOT SHARE PERSONAL OR FINANCIAL INFORMATION UNNECESSARILY. WE DO NOT ENDORSE OR ASSUME RESPONSIBILITY FOR ANY THIRD-PARTY ADVERTISEMENTS, LINKS, OR INTERACTIONS.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, MACABAMA GROUP LLC AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT,

INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES — INCLUDING LOST PROFITS, LOST DATA, EMOTIONAL DISTRESS, PERSONAL HARM, OR ANY OTHER DAMAGES — ARISING FROM YOUR USE OF OR INABILITY TO USE THE AMOURFOU SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ANY CLAIM OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE AMOUNT YOU ACTUALLY PAID US FOR PREMIUM MEMBERSHIP IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM (OR, IF NO PAYMENT WAS MADE, FIFTY UNITED STATES DOLLARS [USD 50.00]).

YOU ACKNOWLEDGE THAT THE AMOURFOU SERVICES ARE PROVIDED FOR ENTERTAINMENT AND SOCIAL PURPOSES ONLY. WE DO NOT MAKE DECISIONS FOR YOU, GUARANTEE ANY OUTCOMES (E.G., RELATIONSHIPS OR MATCHES), OR CONTROL USER BEHAVIOR. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS, DECISIONS, AND SAFETY WHEN USING THE SERVICES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES OR DAMAGES. IF SUCH LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY, AND YOU MAY HAVE ADDITIONAL RIGHTS.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE § 1542: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Macabama Group LLC, its affiliates, officers, directors, employees, agents, and partners from and against any claims, demands, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- Your use of the AmourFou™ Services;
- Your breach of this Agreement or any representations/warranties herein;
- Your Contributions or User Content;
- Your violation of any third-party rights (including privacy, publicity, or intellectual property rights);
- Your interactions with or conduct toward other users.

We reserve the right, at your expense, to assume the exclusive defense and control of any matter subject to indemnification, and you agree to cooperate fully with our defense.

NOTICES

Notices to us must be sent by email to contact@amourfouapp.com (or another address we may designate). Notices to you will be sent to the email address associated with your account or via in-app notification. Notice is deemed given 24 hours after email transmission (unless we receive notification of invalid address) or immediately upon in-app delivery.

USER DATA AND BACKUPS

We maintain certain data you provide or generate through the AmourFou™ Services as necessary for operation. While we perform routine backups, you remain primarily responsible for maintaining copies of important data you upload or create (e.g., photos, messages). To the fullest extent permitted by law, we

disclaim liability for any loss, corruption, or deletion of user data. This section is supplemented by our Privacy Policy at <https://www.amourfouapp.com/PRP.pdf>.

MISCELLANEOUS

This Agreement, together with the Privacy Policy and Biometric Data Processing Consent, constitutes the entire agreement between you and Macabama Group LLC regarding the AmourFou™ Services. No other agreements (verbal or written) modify these Terms unless expressly accepted by us in writing.

Our failure to enforce any right or provision does not constitute a waiver. Section headings are for convenience only. You may not assign or transfer this Agreement without our prior written consent. We may assign or transfer our rights and obligations at any time.

We are not liable for delays or failures caused by events beyond our reasonable control (force majeure).

If any provision is held invalid or unenforceable, the remaining provisions remain in full effect. No joint venture, partnership, employment, or agency relationship is created by this Agreement. This Agreement is not construed against us merely because we drafted it. You waive any defense based on the electronic form or lack of physical signature.™

CONTACT US

For questions, complaints, support, or to exercise any rights regarding the AmourFou™ Services, contact us at contact@amourfouapp.com.

If you are a California resident and a complaint is not resolved satisfactorily, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

These Terms are effective as of the date you first access or use the AmourFou™ Services. Thank you for using AmourFou™. AmourFou™ is a trademark operated by

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