**WAVE APP**

**Terms and conditions of use**

**1. Introduction**

1.1 These terms and conditions shall govern your use of our Mobile Application.

1.2 By using our Mobile Application, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our Mobile Application.

1.3 If you register with our Mobile Application, submit any material to our Mobile Application or use any of our Mobile Application services, we will ask you to expressly agree to these terms and conditions.

1.4 You must be at least 18 years of age to use our Mobile Application; by using our Mobile Application or agreeing to these terms and conditions, you warrant and represent to us that you are at least 18 years of age.

1.5 Our Mobile Application uses cookies; by using our Mobile Application or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy and cookies policy.

**2. Copyright notice**

2.1 Copyright (c) *2017 The* *Wave LLC*.

2.2 Subject to the express provisions of these terms and conditions:

(a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our Mobile Application and the material on our Mobile Application; and

(b) all the copyright and other intellectual property rights in our Mobile Application and the material on our Mobile Application are reserved.

**3. License to use Mobile Application**

3.1 You may:

(a) view pages from our Mobile Application in a web browser/In App;

(b) download pages from our Mobile Application for caching in a web browser;

(c) print pages from our Mobile Application;

(d) Save screen shots of our Mobile Application; and

(e) Browse other users pages which is subject to the other provisions of these terms and conditions.

3.2 Except as expressly permitted by Section 3.1 or the other provisions of these terms and conditions, you must not download any material from our Mobile Application or save any such material to your computer/Phone.

3.3 You may only use our Mobile Application for your own personal purposes, and you must not use our Mobile Application for any other purposes.

3.4 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our Mobile Application.

3.5 Unless you own or control the relevant rights in the material, you must not:

(a) republish material from our Mobile Application (including republication on another Mobile Application);

(b) sell, rent or sub-license material from our Mobile Application;

(c) show any material from our Mobile Application in public;

(d) exploit material from our Mobile Application for a commercial purpose; or

(e) redistribute material from our Mobile Application.

3.6 Notwithstanding Section 3.5, you may redistribute our advertising in print/electronic form to any person or entity for means of promotion.

3.7 We reserve the right to restrict access to areas of our Mobile Application, or indeed our whole Mobile Application, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our Mobile Application.

**4. Acceptable use**

4.1 You must not:

(a) use our Mobile Application in any way or take any action that causes, or may cause, damage to the Mobile Application or impairment of the performance, availability or accessibility of the Mobile Application;

(b) use our Mobile Application in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;

(c) use our Mobile Application to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;

(d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our Mobile Application without our express written consent;

(e) access or otherwise interact with our Mobile Application using any robot, spider or other automated means, except for the purpose of search engine indexing;or

(f) [use data collected from our Mobile Application for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).

4.2 You must ensure that all the information you supply to us through our Mobile Application, or in relation to our Mobile Application, is true, accurate, current, complete and non-misleading.

**5. Registration and accounts**

5.1 To be eligible for an account on our Mobile Application under this Section 5, you must be resident or situated in the United States.

5.2 You may register for an account with our Mobile Application by [completing and submitting the account registration form on our Mobile Application, and clicking on the verification link in the email that the Mobile Application will send to you or signing up on our website or any constituent sign up that has been recognized and approved by The Wave LLC.

5.3 You must not allow any other person to use your account to access the Mobile Application.

5.4 You must notify us in writing immediately if you become aware of any unauthorised use of your account.

5.5 You must not use any other person's account to access the Mobile Application, unless you have that person's express permission to do so.

**6. User login details**

6.1 If you register for an account with our Mobile Application, you will provide a Username in the form of your email or Facebook© validated sign in. This username will then be linked to a password of your choosing.

6.2 Your user ID must not be liable to mislead and must comply with the content rules set out in Section 13; you must not use your account or user ID for or in connection with the impersonation of any person.

6.3 You must keep your password confidential.

6.4 You must notify us in writing immediately if you become aware of any disclosure of your password.

6.5 You are responsible for any activity on our Mobile Application arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

**7. Cancellation and suspension of account**

7.1 We may:

(a) edit your account details;

(b) temporarily suspend your account; and/or

(c) cancel your account,

at any time in our sole discretion, providing that if we cancel any services you have paid for and you have not breached these terms and conditions, you will be entitled to a refund of any amounts paid to us in respect of those services that were to be provided by us to you after the date of such cancellation; we will give email notice of any cancellation under this Section 7.1.

7.2 You may cancel your account on our Mobile Application using your account control panel on the Mobile Application if available or in writing. You will not be entitled to any refund if you cancel your account in accordance with this Section 7.2.

**8. Dating services**

8.1 To become a subscriber to our Mobile Application services(normal membership is free) , you must pay the applicable subscription fees after you have registered for an account with our Mobile Application abd choosen to buy a membership. We will send you an acknowledgement of your order. If your order is accepted, we will send you an order confirmation, at which point the contract between us for the supply of the Mobile Application services shall come into force upon the issue of the order acknowledgement.

8.2 You will have the opportunity to identify and correct input errors prior to making your order by writing us at our posted help email.

8.3 Registered users with appropriate subscriptions will be able to access dating-related services on our Mobile Application, which may include:

(a) the publication of a personal profile on our Mobile Application;

(b) access to our searchable database of other users' personal profiles;

(c) live chat with other Mobile Application users;

(d) private messaging of other Mobile Application users; and/or

(e) members also have access to exclusive deals in their area.

8.4 We may from time to time vary the benefits associated with a subscription which depend souly on involvement of local business.You shall have the right to cancel your subscription, and we will refund to you any amounts paid to us in respect of any period of subscription after the date of such cancellation.

8.5 At the end of any period of subscription for which you have paid, and subject to the other provisions of these terms and conditions,your subscription will be automatically renewed and you must pay to us the applicable subscription fees, unless you cancel the subscription using the cancellation facility on our Mobile Application before the date of renewal

8.6 Save where expressly requested or permitted by us to do so, you must not add any information to our Mobile Application that may facilitate direct communications with other users (including without limitation email addresses, postal addresses, instant messaging IDs, telephone numbers, fax numbers, personal Mobile Application URLs and social networking profile URLs). This information maybe disclosed on an individual basis at user discretion.

8.7 You acknowledge that we cannot be held responsible for the behavior of our users, either on or off the Mobile Application, and we cannot guarantee that any information provided by a user is true, accurate, complete, current and not misleading; and subject to Section 16.1 you will not hold us liable in respect of any loss or damage arising out of any user behavior or user information.

**9. Personal profiles**

9.1 All information that you supply as part of a personal profile on the Mobile Application must be true, accurate, current, complete and non-misleading.

9.2 You must keep your personal profile on our Mobile Application up to date.

9.3 Personal profile information must also comply with the provisions of Section 4 and Section 13.

**10. Fees**

10.1 The fees in respect of our Mobile Application services will be as set out on the Mobile Application from time to time.

10.2 All amounts stated in or in relation to these terms and conditions are, unless the context requires otherwise, stated inclusive of any applicable value added taxes.

10.3 You must pay to us the fees in respect of our Mobile Application services in advance, in cleared funds, in accordance with any instructions on our Mobile Application.

10.4 We may vary fees from time to time by posting new fees on our Mobile Application, but this will not affect fees for services that have been previously paid.

10.5 If you dispute any payment made to us, you must contact us immediately and provide full details of your claim.

10.6 If you make an unjustified credit card, debit card or other charge-back then you will be liable to pay us, within 7 days following the date of our written request:

(a) an amount equal to the amount of the charge-back;

(b) all third party expenses incurred by us in relation to the charge-back including charges made by our or your bank or payment processor or card issuer;

(c) an administration fee of USD 30.00 including VAT; and

(d) all our reasonable costs, losses and expenses incurred in recovering the amounts referred to in this Section 10.6 including without limitation legal fees and debt collection fees,

and for the avoidance of doubt, if you fail to recognise or fail to remember the source of an entry on your card statement or other financial statement, and make a charge-back as a result, this will constitute an unjustified charge-back for the purposes of this Section 10.6.

10.7 If you owe us any amount under or relating to these terms and conditions, we may suspend or withdraw the provision of services to you.

10.8 We may at any time set off any amount that you owe to us against any amount that we owe to you, by sending you written notice of the set-off.

**11. Distance contracts: cancellation right**

11.1 This Section 11 applies if and only if you offer to contract with us, or contract with us, as a consumer - that is, as an individual acting wholly or mainly outside your trade, business, craft or profession.

11.2 You may withdraw an offer to enter into a contract with us through our Mobile Application, or cancel a contract entered into with us through our Mobile Application, at any time within the period:

(a) beginning upon the submission of your offer; and

(b) ending at the end of 14 days after the day on which the contract is entered into,

subject to Section 11.3. You do not have to give any reason for your withdrawal or cancellation.

11.3 You agree that we may begin the provision of services before the expiry of the period referred to in Section 11.2, and you acknowledge that, if we do begin the provision of services before the end of that period, then:

(a) if the services are fully performed, you will lose the right to cancel referred to in Section 11.2;

(b) if the services are partially performed at the time of cancellation, you must pay to us an amount proportional to the services supplied or we may deduct such amount from any refund due to you in accordance with this Section 11.

11.4 In order to withdraw an offer to contract or cancel a contract on the basis described in this Section 11, you must inform us of your decision to withdraw or cancel (as the case may be). You may inform us by means of any clear statement setting out the decision. In the case of cancellation, you may inform us using the cancellation form that we will make available to you. To meet the cancellation deadline, it is sufficient for you to send your communication concerning the exercise of the right to cancel before the cancellation period has expired.

11.5 If you withdraw an offer to contract, or cancel a contract, on the basis described in this Section 11, you will receive a full refund of any amount you paid to us in respect of the offer or contract, except as specified in this Section 11.

11.6 We will refund money using the same method used to make the payment, unless you have expressly agreed otherwise. In any case, you will not incur any fees as a result of the refund.

11.7 We will process the refund due to you as a result of a cancellation on the basis described in this Section 11 without undue delay and, in any case, within the period of 30 days after the day on which we are informed of the cancellation.

**12. Your content: license**

12.1 In these terms and conditions, "your content" means all works and materials including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files that you submit to us or our Mobile Application for storage or publication on, processing by, or transmission via, our Mobile Application.

12.2 You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media and reproduce, store and publish your content on and in relation to this Mobile Application and any successor Mobile Application.

12.3 You grant to us the right to sub-license the rights licensed under Section 12.2.

12.4 You grant to us the right to bring an action for infringement of the rights licensed under Section 12.2.

12.5 You hereby waive all your moral rights in your content to the maximum extent permitted by applicable law; and you warrant and represent that all other moral rights in your content have been waived to the maximum extent permitted by applicable law.

12.6 You may edit your content to the extent permitted using the editing functionality made available on our Mobile Application.

12.7 Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublish or edit any or all of your content.

**13. Your content: rules**

13.1 You warrant and represent that your content will comply with these terms and conditions.

13.2 Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

13.3 Your content, and the use of your content by us in accordance with these terms and conditions, must not:

(a) be libellous or maliciously false;

(b) be obscene or indecent;

(c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;

(d) infringe any right of confidence, right of privacy or right under data protection legislation;

(e) constitute negligent advice or contain any negligent statement;

(f) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;

(g) be in contempt of any court, or in breach of any court order;

(h) be in breach of racial or religious hatred or discrimination legislation;

(i) be blasphemous;

(j) be in breach of official secrets legislation;

(k) be in breach of any contractual obligation owed to any person;

(l) depict violence in an explicit, graphic or gratuitous manner;

(m) be pornographic, lewd, suggestive or sexually explicit;

(n) be untrue, false, inaccurate or misleading;

(o) consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;

(p) constitute spam;

(q) be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory; or

(r) cause annoyance, inconvenience or needless anxiety to any person.

13.4 Your content must be appropriate, civil and tasteful, and accord with generally accepted standards of etiquette and behavior on the internet.

13.5 You must not use our Mobile Application to link to any Mobile Application or web page consisting of or containing material that would, were it posted on our Mobile Application, breach the provisions of these terms and conditions.

13.6 You must not submit to our Mobile Application any material that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

**14. Report abuse**

14.1 If you learn of any unlawful material or activity on our Mobile Application, or any material or activity that breaches these terms and conditions, please let us know.

14.2 You can let us know about any such material or activity by email or using our abuse reporting form.

**15. Limited warranties**

15.1 We do not warrant or represent:

(a) the completeness or accuracy of the information published on our Mobile Application;

(b) that the material on the Mobile Application is up to date; or

(c) that the Mobile Application or any service on the Mobile Application will remain available.

15.2 We reserve the right to discontinue or alter any or all of our Mobile Application services, and to stop publishing our Mobile Application, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any Mobile Application services, or if we stop publishing the Mobile Application.

15.3 To the maximum extent permitted by applicable law and subject to Section 16.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our Mobile Application and the use of our Mobile Application.

**16. Limitations and exclusions of liability**

16.1 Nothing in these terms and conditions will:

(a) limit or exclude any liability for death or personal injury resulting from negligence;

(b) limit or exclude any liability for fraud or fraudulent misrepresentation;

(c) limit any liabilities in any way that is not permitted under applicable law; or

(d) exclude any liabilities that may not be excluded under applicable law,

and, if you are a consumer, your statutory rights will not be excluded or limited by these terms and conditions, except to the extent permitted by law.

16.2 The limitations and exclusions of liability set out in this Section 16 and elsewhere in these terms and conditions:

(a) are subject to Section 16.1; and

(b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

16.3 To the extent that our Mobile Application and the information and services on our Mobile Application are provided free of charge, we will not be liable for any loss or damage of any nature.

16.4 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

16.5 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

16.6 We will not be liable to you in respect of any loss or corruption of any data, database or software[, providing that if you contract with us under these terms and conditions as a consumer, this Section 16.6 shall not apply].

16.7 We will not be liable to you in respect of any special, indirect or consequential loss or damage[, providing that if you contract with us under these terms and conditions as a consumer, this Section 16.7 shall not apply].

16.8 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the Mobile Application or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

16.9 Our aggregate liability to you in respect of any contract to provide services to you under these terms and conditions shall not exceed the greater of:

(a) *Membership Price*; and

(b) the total amount paid and payable to us under the contract.

**17. Indemnity**

17.1 You hereby indemnify us, and undertake to keep us indemnified, against any and all losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute) incurred or suffered by us and arising directly or indirectly out of your use of our Mobile Application or any breach by you of any provision of these terms and conditions.

**18. Breaches of these terms and conditions**

18.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:

(a) send you one or more formal warnings;

(b) temporarily suspend your access to our Mobile Application;

(c) permanently prohibit you from accessing our Mobile Application;

(d) block IPhone using your Unique address from accessing our Mobile Application;

(e) contact any or all of your internet service providers and request that they block your access to our Mobile Application;

(f) commence legal action against you, whether for breach of contract or otherwise; and/or

(g) suspend or delete your account on our Mobile Application.

18.2 Where we suspend or prohibit or block your access to our Mobile Application or a part of our Mobile Application, you must not take any action to circumvent such suspension or prohibition or blockingincluding without limitation creating and/or using a different account.

**19. Third party Mobile Applications**

19.1 Our Mobile Application includes hyperlinks to other Mobile Applications owned and operated by third parties; such hyperlinks are not recommendations.

19.2 We have no control over third party Mobile Applications and their contents, and subject to Section 16.1 we accept no responsibility for them or for any loss or damage that may arise from your use of them.

**20. Trade marks**

20.1 The *Wave LLC*, our logos and our other registered and unregistered trade marks are trade marks belonging to us; we give no permission for the use of these trade marks, and such use may constitute an infringement of our rights.

20.2 The third party registered and unregistered trade marks or service marks on our Mobile Application are the property of their respective owners and, unless stated otherwise in these terms and conditions, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any license to exercise such rights.

**21. Variation**

21.1 We may revise these terms and conditions from time to time.

21.2 The revised terms and conditions shall apply to the use of our Mobile Application from the date of publication of the revised terms and conditions on the Mobile Application, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.

21.3 If you are a consumer and you have purchased any of our Mobile Application services and there subsists a contract under these terms and conditions in respect of those Mobile Application services, we will ask for your express agreement to any revision of that contract. We may make such revisions only for the purposes of reflecting changes to applicable law, the technology we use to provide the services and/or our internal business processes. We will give you at least 30 days' prior written notice of any revision. If you do not give your express agreement to the revised terms and conditions within that period, the contract between us shall be automatically terminated and you will be entitled to a refund of any amounts paid to us in respect of Mobile Application services that were to be provided by us to you after the date of such termination.

**22. Assignment**

22.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions providing, if you are a consumer, that such action does not serve to reduce the guarantees benefiting you under these terms and conditions.

22.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

**23. Severability**

23.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

23.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

**24. Third party rights**

24.1 A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.

24.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

**25. Entire agreement**

25.1 Subject to Section 16.1, these terms and conditions, shall constitute the entire agreement between you and us in relation to your use of our Mobile Application and shall supersede all previous agreements between you and us in relation to your use of our Mobile Application.

**26. Law and jurisdiction**

26.1 These terms and conditions shall be governed by and construed in accordance with Arkansas Law

26.2 Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of Arkansas.

**27. Statutory and regulatory disclosures**

27.1 We will not file a copy of these terms and conditions specifically in relation to each user or customer and, if we update these terms and conditions, the version to which you originally agreed will no longer be available on our Mobile Application. We recommend that you consider saving a copy of these terms and conditions for future reference.

27.2 These terms and conditions are available in the English language only.

**28. Our details**

28.1 This Mobile Application is owned and operated by *Daniel C. Sanders.*

28.3 Our principal place of business is at Contact us by email for this *.*

28.4 You can contact us:

(a) ~~by post, using the postal address [given above]];~~

(b) using our Mobile Application contact form;

(c) by email, using Waveapphelp@gmail.com