



TERMS & CONDITIONS

Feedback, comments, requests for technical support and other communications relating to the JALF should be directed to us by using the form at support.jalf.com, by email at support@jalf.com, or by mailing or delivering a signed and dated letter to Réalisations Trémar Inc., Attn: Support, 995 Boisselle Street, Québec, QC, G1B 2X8, Canada.

Those Terms & Conditions were updated on February 11th, 2021.

Please read those Terms & Conditions carefully, as your access to and use of JALF signifies that you have read, understand and agree to all terms within those terms and conditions. If you do not agree with any part of those terms, please do not access or continue to use our Website or otherwise submit your personal data.

We have included brief summaries at the beginning of each section to make it easier for you to read and understand this agreement. The summaries do not replace the text of each section, and you should still read each section in its entirety.

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the entities or persons referred to any require. Any word both capitalized and uncapitalized will be deemed to have the same meaning.

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1. INTRODUCTION

By accessing or using JALF's services, you agree to be bound by these terms, including our [Privacy and Cookie Policies](#), so it is important that you read this agreement carefully before you create an account. We may update the terms from time to time, so you should check this page regularly for updates.

Welcome to JALF, operated by Réalisations Trémar Inc. ("RÉALISATIONS TRÉMAR INC.") for users located in all regions. As used in this Agreement, the terms "JALF", "JOUER AVEC LE FANTASME", "JUST A LITTLE FUN", "JMESS", "us", "we", the "Company", and "our" shall refer to Réalisations Trémar Inc. as appropriate.

By accessing or using our Services on www.jalf.com (the "Website"), the JALF and JMESS mobile application (the "App"), or any other platforms or services JALF may offer (collectively, the "Service" or our "Services"), you agree to, and are bound by, these Terms & Conditions (the "Terms" or "Agreement"). This Agreement applies to anyone who accesses or uses our Services, regardless of registration or subscription status.

Your use of our Services is also subject to the [Privacy Policy](#), [Cookie Policy](#), [Community Guidelines](#), and any terms disclosed and agreed to by you when you purchase additional features, products, or services from JALF ("Additional Terms Upon Purchase"), which are incorporated into this Agreement by reference. If you do not wish to be bound by this Agreement, do not use our Services.

We reserve the right to modify, amend, or change the Terms at any time. Notice of any material change will be posted on this page with an updated effective date. In certain circumstances, we may notify you of a change to the Terms via email or other means, as appropriate under the circumstances; however, you are responsible for regularly checking this page for notice of any changes. We agree that future changes will not be retroactive without your consent. Your continued use of our Services constitutes your acceptance of any change, and you will be legally bound by the updated Terms. If you do not accept a change to the terms, you should stop using our Services immediately.

2. ACCOUNT ELIGIBILITY; YOUR RESPONSIBILITIES

Before you create an account on JALF, make sure you are eligible to use our Services. This Section also details what you can and can't do when using the Services, as well as the rights you grant JALF.

By using our Services, you represent and warrant that:

1. You are at least 18 years old (or older in any other location or region in which 18 is not the minimum age of majority);
2. You are legally qualified to enter a binding contract with JALF;
3. You are not located in a country that is subject to a Canada or U.S. Government embargo, or that has been designated by the Canada or U.S. Government as a "terrorist supporting" country;
4. You are not on any list of individuals prohibited from conducting business with the Canada or United States;
5. You are not prohibited by law from using our services;
6. You have not been convicted of or pled no contest to a felony or indictable offence (or crime of similar severity), a sex crime, or any crime involving violence;
7. You are not required to register as a sex offender with any province, state, federal or local sex offender registry;
8. You are not using your account to impersonate someone other than yourself on our Services;
9. You have not previously been removed from our Services by us, unless you have our express written permission to create a new account;
10. You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive or vulgar;
11. You may not use your real name; you must use a nickname; and
12. You are aware that you might see pornographic content.

If at any time you cease to meet these requirements, you must immediately delete your account.

You agree to:

- Comply with these Terms, and check this page from time to time to ensure you are aware of any change;
- Comply with all applicable laws, including without limitation, privacy laws, intellectual property laws, anti-spam laws, and regulatory requirements;
- Use the latest version of the Website and/or App;
- Treat other users in a courteous and respectful manner, both on and off our Services;
- Be respectful when communicating with any of our customer care representatives or other employees;
- Provide information that is accurate, complete, and current at all times;

- Review the [Safety Tips](#);
- Review and comply with the [Community Guidelines](#), as updated from time to time;
- Be responsible for safeguarding and maintaining a strong password and take reasonable measures to protect the security of your login information;
- Not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You agree that you will not:

- Misrepresent your identity, age, current or previous positions, qualifications, or affiliations with a person or entity;
- Use the Services in a way that damages the Services or prevents their use by other users;
- Use our Services in a way to interfere with, disrupt or negatively affect the platform, the servers, or our Services' networks;
- Use our Services for any harmful, illegal, or nefarious purpose;
- Assault, bully, defame, harass, harm, intimidate, stalk, or otherwise mistreat any person;
- Post or share Prohibited Content (see below);
- Solicit passwords for any purpose, or personal identifying information for commercial or unlawful purposes from other users or disseminate another person's personal information without his or her permission;
- Solicit money or other items of value from another user whether as a gift, loan, or form of compensation;
- Use another user's account;
- Use our Services in relation to fraud, a pyramid scheme, or other similar practices; or
- Violate the terms of the license granted to you by JALF (see Section 6 below);
- Disclose private or proprietary information that you do not have the right to disclose;
- Copy, modify, transmit, distribute, or create any derivative works from, any Member Content or Our Content, or any copyrighted material, images, trademarks, trade names, service marks, or other intellectual property, content or proprietary information accessible through our Services without JALF's prior written consent;
- Express or imply that any statements you make are endorsed by JALF;
- Use any robot, crawler, site search/retrieval application, proxy or other manual or automatic device, method or process to access, retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of our Services or its contents;
- Upload viruses or other malicious code or otherwise compromise the security of our Services;
- Forge headers or otherwise manipulate identifiers to disguise the origin of any information transmitted to or through our Services;
- "Frame" or "mirror" any part of our Services without JALF's prior written authorization;
- Use meta tags or code or other devices containing any reference to JALF or the platform (or any trademark, trade name, service mark, logo or slogan of JALF) to direct any person to any other website for any purpose;

- Modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of our Services, or cause others to do so;
- Use or develop any third-party applications that interact with our Services or Member Content or information without our written consent;
- Use, access, or publish the JALF application programming interface without our written consent;
- Probe, scan or test the vulnerability of our Services or any system or network;
- Encourage, promote, or agree to engage in any activity that violates these Terms.

Prohibited Content—JALF prohibits uploading or sharing content that:

- Contains underage sexual activity, non-consensual sexual activity, revenge porn, blackmail, death, hate speech (either via written word or orally), incest, intimidation, racial slurs, snuff, torture, or violence;
- Contains promotes or facilitates human trafficking, sex trafficking, prostitution, or solicitation of prostitution;
- Is likely to be deemed offensive, ethnically offensive, or to harass, upset, embarrass, alarm or annoy any other person;
- Is defamatory, fraudulent, obscene, unlawful, violent, or otherwise may offend human dignity;
- Is abusive, insulting or threatening, discriminatory or that promotes or encourages racism, sexism, hatred or bigotry;
- Encourages or facilitates any illegal activity including, without limitation, terrorism, inciting racial hatred or the submission of which in itself constitutes committing a criminal offence;
- Contains unsolicited or unauthorized advertising, or relates to commercial activities (including, without limitation, sales, competitions, pyramid schemes, promotions, and advertising, solicitation for services, “sugar daddy” or “sugar baby” relationships, links to other websites or premium line telephone numbers);
- Contains sweepstakes, contests, lotteries, or otherwise related to gambling;
- Involves the transmission of “junk” mail or “spam”;
- Contains any device, bot, script, spyware, adware, virus, corrupt file, worm programs or other malicious code designed to interrupt, damage or limit the functionality of or disrupt any software, hardware, telecommunications, networks, servers or other equipment, Trojan horse or any other material designed to damage, interfere with, wrongly intercept or expropriate any data or personal information whether from JALF or otherwise;
- Infringes upon any third party’s rights (including, without limitation, intellectual property rights and privacy rights);
- Was not written by you or was automatically generated unless expressly authorized by JALF;
- Includes the image or likeness of another person without that person’s consent, or is an image or likeness of a minor;
- Is inconsistent with the intended use of the Services; or
- May harm the reputation of JALF or its affiliates.

The uploading or sharing of content that violates these terms (“Prohibited Content”) may result in the immediate suspension or termination of your account, and legal consequences.

3. CONTENT

It's important that you understand your rights and responsibilities with regard to the content on our Services, including any content you provide or post. You are expressly prohibited from posting inappropriate content.

While using our Services, you will have access to: (i) content that you upload, view, publish, submit, make available, stream, display, communicate, post on, transmit or provide while using our Services (“Your Content”); (ii) content that other users upload, view, publish, submit, make available, stream, display, communicate, post on, transmit or provide while using our Services (“Member Content”); and (iii) content that JALF provides on and through our Services (“Our Content”). In this agreement, “content” includes, without limitation, all text, textual content, software, scripts, graphic, image, photo, video, audio, sound, stream, audiovisual combinations, interactive features, or other material on our Services, including information on users’ profiles and in direct messages between users.

3a. YOUR CONTENT

You are responsible for Your Content. Don't share anything that you wouldn't want others to see, that would violate this Agreement, or that may expose you or us to legal liability.

You are solely responsible and liable for Your Content, and, therefore, you agree to indemnify, defend, release, and hold us harmless from any claims made in connection with Your Content. You represent and warrant to us that the information you provide to us or any other user is accurate, including any information submitted through a third-party source (if applicable), and that you will update your account information as necessary to ensure its accuracy.

The content included on your individual or group or couple profile should be relevant to the intended use of our Services. You may not display any personal contact or banking information, whether in relation to you or any other person (for example, names, home addresses or postcodes, telephone numbers, email addresses, username used on other platforms, URLs, credit/debit cards or other banking details). If you choose to reveal any personal information about yourself to other users, you do so at your own risk. We encourage you to use caution in disclosing any personal information online.

Your individual profile will be visible to other people around the world, so be sure that you are comfortable sharing Your Content before you post. You acknowledge and agree that Your Content may be viewed by other users, and, notwithstanding these Terms, other users may share Your Content with third parties. By uploading Your Content, you represent and warrant to us that you have all necessary rights and licenses to do so and automatically grant us a license to use Your Content as provided under Section 7 below.

You understand and agree that we may monitor or review Your Content, and we have the right to remove, delete, edit, limit, or block or prevent access to any of Your Content at any time in

our sole discretion. Furthermore, you understand agree that we have no obligation to display or review Your Content.

3b. MEMBER CONTENT

While you will have access to Member Content, it is not yours and you may not copy or use Member Content for any purpose except as contemplated by these Terms.

Other users will also share content on our Services. Member Content belongs to the user who posted the content and is stored on our servers and displayed at the direction of that user. You do not have any rights in relation to Member Content, and you may only use Member Content to the extent that your use is consistent with our Services' purpose of allowing use to communicate with and meet one another. You may not copy the Member Content or use Member Content for commercial purposes, to spam, to harass, or to make unlawful threats. We reserve the right to terminate your account if you misuse Member Content.

3c. OUR CONTENT

JALF owns all other content on our Services.

Any other text, content, graphics, user interfaces, trademarks, logos, sounds, artwork, images, videos, and other intellectual property appearing on our Services is owned, controlled or licensed by us and protected by copyright, trademark and other intellectual property law rights. All rights, title, and interest in and to Our Content remains with us at all times.

We grant you a limited license to access and use Our Content as provided under Section 6 below, and we reserve all other rights.

4. INAPPROPRIATE CONTENT AND MISCONDUCT; REPORTING

JALF does not tolerate inappropriate content or behaviour on our Services.

We are committed to maintaining a positive and respectful JALF community, and we do not tolerate any inappropriate content or misconduct, whether on or off of the Services. We encourage you to report any inappropriate Member Content or misconduct by other users. You can report a user directly through the "More options", and "Report this member" link on a user's profile, or by contacting JALF Customer Service using the form at support.jalf.com.

Member Content is subject to the terms and conditions of the *WIPO Copyright Treaty of December 20, 1996*.

To submit a complaint regarding Member Content that may constitute intellectual property infringement, see Section 12 (WIPO Copyright Treaty) below.

5. PRIVACY

Privacy is important to us. We have a separate policy about it that you should read.

For information about how JALF and its affiliates collect, use, and share your personal data, please read our [Privacy Policy](#). By using our Services, you agree that we may use your personal data in accordance with our [Privacy Policy](#).

6. RIGHTS YOU ARE GRANTED BY JALF

JALF grants you the right to use and enjoy our Services, subject to these Terms.

For as long as you comply with these Terms, JALF grants you a personal, worldwide, royalty-free, non-assignable, non-exclusive, revocable, and non-sublicensable license to access and use our Services for purposes as intended by JALF and permitted by these Terms and applicable laws.

7. RIGHTS YOU GRANT JALF

You own all of the content you provide to JALF, but you also grant us the right to use Your Content as provided in this Agreement.

By creating an account, you grant to JALF a worldwide, perpetual, transferable, sub-licensable, royalty-free right and license to host, store, use, copy, display, reproduce, adapt, edit, publish, translate, modify, and distribute Your Content, including any information you authorize us to access from third-party source (if applicable), in whole or in part, and in any format or medium currently known or developed in the future. JALF's license to Your Content shall be non-exclusive, except that JALF's license shall be exclusive with respect to derivative works created through use of our Services.

In addition, so that JALF can prevent the use of Your Content outside of our Services, you authorize JALF to act on your behalf with respect to infringing uses of Your Content taken from our Services by other users or third parties. This expressly includes the authority, but not the obligation, to send notices pursuant to the *Notice and Notice Regime* (under Copyright Act - R.S.C., 1985, c. C-42) on your behalf if Your Content is taken and used by third parties outside of our Services. JALF is not obligated to take any action with regard to use of Your Content by other users or third parties. JALF's license to Your Content is subject to your rights under applicable law (for example, laws regarding personal data protection to the extent the content contains personal information as defined by those laws).

In consideration for JALF allowing you to use our Services, you agree that we, our affiliates, and our third-party partners may place advertising on our Services. By submitting suggestions or feedback to JALF regarding our Services, you agree that JALF may use and share such feedback for any purpose without compensating you.

You agree that JALF may and can access, preserve, and disclose your account information, including Your Content, 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 the legal process; (ii) enforce these Terms; (iii) respond to claims that any content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of the Company or any other person.

8. PURCHASES AND AUTOMATICALLY RENEWING SUBSCRIPTIONS

You will have the opportunity to purchase products and services from JALF. If you purchase a subscription, it will automatically renew—and you will be charged—until you cancel.

JALF offer products and services for purchase via credit cards or other payment processors on the Website. JALF may also offer products and services for purchase through external services authorized by JALF (each, an “External Service,” and any purchases made thereon, an “External Service Purchase”). If you purchase a subscription, it will automatically renew until you cancel, in accordance with the terms disclosed to you at the time of purchase, as further described below. If you cancel your subscription, you will continue to have access to your subscription benefits until the end of your subscription period, at which point it expires.

Because our Services may be utilized without a subscription, cancelling your subscription does not remove your profile from our Services. If you wish to fully terminate your membership, you must terminate your membership as set forth in Section 9.

8a. INTERNAL PURCHASES AND SUBSCRIPTIONS

Internal Purchases, including subscriptions, are processed using the Payment Method you provide on the Website. Subscriptions automatically renew until you cancel.

If you make an Internal Purchase, you agree to pay the prices displayed to you for the Services you’ve selected as well as any sales or similar taxes that may be imposed on your payments (and as may change from time to time), and you authorize JALF to charge the payment method you provide (your “Payment Method”). JALF may correct any billing errors or mistakes even if we have already requested or received payment. If you initiate a chargeback or otherwise reverse a payment made with your Payment Method, JALF may terminate your account immediately in its sole discretion, on the basis that you have determined that you do not want a JALF subscription. In the event that your chargeback or other payment reversal is overturned, please contact us using the form at support.jalf.com.

If your Internal Purchase includes an automatically renewing subscription, your Payment Method will continue to be periodically charged for the subscription until you cancel. After your initial subscription commitment period, and again after any subsequent subscription period, your subscription will automatically continue for the price and time period you agreed to when subscribing, until you cancel.

Should automatic billing fail to occur for any reason, JALF will issue an electronic invoice indicating that the automatic renewal is cancelled and that you must proceed manually to keep your subscription.

To cancel a subscription, you can log in to the Website and go to the "My options" page, and then click on "If you want to stop your automatic renewal, *click here.*" and follow the instructions to downgrade.

You may edit your Payment Method information by contacting us using the form at support.jalf.com. If a payment is not successfully processed, due to expiration, insufficient funds, or otherwise, you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. This may result in a change to your payment billing dates.

In addition, you authorize us to obtain updated or replacement expiration dates and card numbers for your credit or debit card as provided by your credit or debit card issuer. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer, or other providers of your chosen Payment Method. Certain users may be entitled to request a refund. See Section 8b below for more information.

8b. REFUNDS

Refund requests are handled on a case-by-case basis.

Special terms apply in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, Wisconsin, and the EU or European Economic Area.

Refund requests are handled on a case-by-case basis. Generally, all purchases are final and non-refundable, and there are no refunds or credits for partially used periods, except if the laws applicable in your jurisdiction provide for refunds.

For subscribers residing in the EU or European Economic Area:

In accordance with local law, you are entitled to a full refund during the 14 days after the subscription begins. Please note that this 14-day period commences when the subscription starts.

For subscribers residing in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, and Wisconsin:

Your Right to Cancel—You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed. In the event that you die before the end of your subscription period, your estate shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your death. In the event that you become disabled (such that you are unable to use our Services) before the end of your subscription period, you shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the

period after your disability by providing the company notice in the same manner as you request a refund as described below.

For any other purchase, please contact JALF Customer Service with your order number (see your confirmation email) by using the form at support.jalf.com, mailing or delivering a signed and dated notice which states that you, the buyer, are cancelling this agreement, or words of similar effect. Please also include the email address or telephone number associated with your account along with your order number. This notice shall be sent to:

Réalisations Trémar Inc.
Attn: Cancellations
995 Boisselle Street
Québec, QC, G1B 2X8
Canada

(California, Ohio and EU users may also email us at support@jalf.com).

9. ACCOUNT TERMINATION

If you no longer wish to use our Services, or if we terminate your account for any reason, here's what you need to know.

You can delete your account at any time by logging into the Website, going to “My options,” and following the instructions at the end of the page "Delete your JALF profile" to disable or delete permanently your account.

JALF reserves the right to investigate and, if appropriate, suspend or terminate your account if you have violated these Terms, misused our Services, or behaved in a way that JALF regards as inappropriate or unlawful, on or off our Services. We reserve the right to make use of any personal, technological, legal, or other means available to enforce the Terms, at any time without liability and without the obligation to give you prior notice, including, but not limited to, preventing you from accessing the Services.

If your account is terminated by you or by JALF for any reason, these Terms continue and remain enforceable between you and JALF. Your information will be maintained and deleted in accordance with our [Privacy Policy](#).

While pornographic and adult-oriented Content is accepted, JALF reserve the right to decide whether Content is appropriate or violates these Terms for reasons other than copyright infringement and violations of intellectual property rights, such as, but not limited to, obscene or defamatory material. JALF may at any time, without prior notice and in their sole discretion, remove such Content and/or terminate a user's account for submitting such material in violation of these Terms.

If you violate the letter or spirit of these Terms, or otherwise create risk or possible legal exposure for us, we can terminate access to JALF or stop providing all or part of the Website to you.

We have the right but not the obligation to:

- Remove or refuse to post any Content you submit or contribute to JALF for any or no reason in our sole discretion;
- Monitor any communication occurring on or through JALF to confirm compliance with these Terms, the security of JALF, or any legal obligation;
- Take any action with respect to any Content posted by you that we deem necessary or appropriate in our sole discretion, including if we believe that such Content violates these Terms, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of JALF or the public, or could create liability for us;
- Disclose your personally identifying information or other information about you to any third party who claims that Content posted by you violate their rights, including their intellectual property rights, or their right to privacy;

- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the JALF;
- Terminate or suspend your access to all or part of JALF for any or no reason, including without limitation, any violation of these Terms.

10. NO CRIMINAL BACKGROUND OR IDENTITY VERIFICATION CHECKS

JALF does not conduct criminal background or identity verification checks on its users. Use your best judgment when interacting with others and check out our [Safety Tips](#).

YOU UNDERSTAND THAT JALF DOES NOT CONDUCT CRIMINAL BACKGROUND OR IDENTITY VERIFICATION CHECKS ON ITS USERS OR OTHERWISE INQUIRE INTO THE BACKGROUND OF ITS USERS. JALF MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT, IDENTITY, INTENTIONS, LEGITIMACY, OR VERACITY OF USERS. JALF RESERVES THE RIGHT TO CONDUCT—AND YOU AUTHORIZE JALF TO CONDUCT—ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS (SUCH AS SEX OFFENDERS REGISTER SEARCHES) AT ANY TIME USING AVAILABLE PUBLIC RECORDS, AND YOU AGREE THAT ANY INFORMATION YOU PROVIDE MAY BE USED FOR THAT PURPOSE. IF THE COMPANY DECIDES TO CONDUCT ANY SCREENING THROUGH A CONSUMER REPORTING AGENCY, YOU HEREBY AUTHORIZE THE COMPANY TO OBTAIN AND USE A CONSUMER REPORT ABOUT YOU TO DETERMINE YOUR ELIGIBILITY UNDER THESE TERMS.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS. SEX OFFENDER SCREENINGS AND OTHER TOOLS DO NOT GUARANTEE YOUR SAFETY AND ARE NOT A SUBSTITUTE FOR FOLLOWING THE SAFETY TIPS AND OTHER SENSIBLE SAFETY PRECAUTIONS. ALWAYS USE YOUR BEST JUDGMENT AND TAKE APPROPRIATE SAFETY PRECAUTIONS WHEN COMMUNICATING WITH OR MEETING NEW PEOPLE. COMMUNICATIONS RECEIVED THROUGH THE SERVICE, INCLUDING AUTOMATIC NOTIFICATIONS SENT BY JALF, MAY RESULT FROM USERS ENGAGING WITH THE SERVICE FOR IMPROPER PURPOSES, INCLUDING FRAUD, ABUSE, HARASSMENT, OR OTHER SUCH IMPROPER BEHAVIOUR.

Though JALF strives to encourage a respectful user experience, it is not responsible for the conduct of any user on or off the Service. **You agree to use caution in all interactions with other users, particularly if you decide to communicate off the Service or meet in person.**

11. DISCLAIMER

JALF's Services are provided "as is" and we do not make, and cannot make, any representations about the content or features of our Services.

JALF PROVIDES OUR SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO OUR SERVICES (INCLUDING ALL CONTENT CONTAINED THEREIN), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. JALF DOES NOT REPRESENT OR WARRANT THAT (A) OUR SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE, (B) ANY DEFECTS OR ERRORS IN OUR SERVICES WILL BE CORRECTED, OR (C) THAT ANY CONTENT OR INFORMATION YOU OBTAIN ON OR THROUGH OUR SERVICES WILL BE ACCURATE. FURTHERMORE, JALF MAKES NO GUARANTEES AS TO THE NUMBER OF ACTIVE USERS AT ANY TIME; USERS' ABILITY OR DESIRE TO COMMUNICATE WITH OR MEET YOU, OR THE ULTIMATE COMPATIBILITY WITH OR CONDUCT BY USERS YOU MEET THROUGH THE SERVICES.

JALF TAKES NO RESPONSIBILITY FOR ANY CONTENT THAT YOU OR ANOTHER USER OR THIRD PARTY POSTS, SENDS, OR RECEIVES THROUGH OUR SERVICES NOR DOES JALF TAKE ANY RESPONSIBILITY FOR THE IDENTITY, INTENTIONS, LEGITIMACY, OR VERACITY OF ANY USERS WITH WHOM YOU MAY COMMUNICATION THROUGH JALF. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SERVICES IS OBTAIN AT YOUR OWN DISCRETION AND RISK AND PERILS. JALF IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER HARDWARE, COMPUTER SOFTWARE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, BUT WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE, OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any Content on or through JALF. YOU WAIVE AND HOLD US HARMLESS AND OUR SITE OPERATORS, THEIR PARENT CORPORATION, THEIR RESPECTIVE AFFILIATES, LICENSORS, SERVICE PROVIDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY US OR ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER US, SUCH PARTIES, OR LAW ENFORCEMENT AUTHORITIES.

JALF take a powerful stand against any form of child exploitation or human trafficking. If we discover that any Content involves underage individuals, or any form of force, fraud, or coercion, we will remove the Content and submit a report to the proper law enforcement

authorities. If you become aware of any such Content, you agree to report it to the JALF by contacting legal@jalf.com.

To maintain our services in a manner we deem appropriate for our venue and to the maximum extent permitted by applicable laws, JALF may, but will not have any obligation to, review, monitor, display, reject, refuse to post, store, maintain, accept, or remove any Content posted (including, without limitation, private messages, public comments, public group chat messages, private group chat messages, or private instant messages) by you, and we may, in our sole discretion, delete, move, reformat, remove, or refuse to post or otherwise make use of Content without notice or any liability to you or any third party in connection with our operation of the Websites in an appropriate manner. Without limitations, we may do so to address Content that comes to our attention that we believe is offensive, obscene, violent, harassing, threatening, abusive, illegal, or otherwise objectionable or inappropriate, or to enforce the rights of third parties or these Terms or any applicable additional terms, including, without limitation, the Content restrictions set forth herein.

However, we do not undertake to review Content before it is posted on the Websites and cannot ensure prompt removal of objectionable Content after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or Content provided by any user or third party. We have no liability or responsibility to anyone for performance or non-performance of the activities described in this section.

12. WIPO COPYRIGHT TREATY

We take copyright infringement very seriously. We ask you to help us to ensure we address it promptly and effectively.

JALF has adopted the following policy towards copyright infringement in accordance with the WIPO Copyright Treaty (the “WCT”). If you believe any Member Content or Our Content infringes upon your intellectual property rights, please submit a notification alleging such infringement (“WCT Takedown Notice”) including the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works;
3. Identification of the material claimed to be infringing or to be the subject of infringing activity and that is to be removed or access disabled and information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that, under penalty of perjury, the information in the notification is accurate and you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

Any WCT Takedown Notices should be sent to us using the form at support.jalf.com, by email at copyright@jalf.com, report by phone to 1-855-952-5253 or via mail to the following address:

Réalisations Trémar Inc.
Attn: Copyright
995 Boisselle Street
Québec, QC, G1B 2X8
Canada

JALF will terminate the accounts of repeat infringers.

13. ADS AND THIRD-PARTY CONTENT

Like many services, there might be ads or promotions on our websites.

Our Services may contain advertisements and promotions offered by third parties and links to other websites or resources. JALF may also provide non-commercial links or references to third parties within its content. JALF is not responsible for the availability (or lack of availability) of any external websites or resources or their content. Furthermore, JALF is not responsible for, and does not endorse, any products or services that may be offered by third-party websites or resources. If you choose to interact with the third parties made available through our Services, such party's terms will govern their relationship with you. JALF is not responsible or liable for such third parties' terms or actions.

14. LIMITATION OF LIABILITY

JALF's liability is limited to the maximum extent by applicable law.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL JALF, ITS AFFILIATES, EMPLOYEES, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (I) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES, (II) THE CONDUCT OR CONTENT OF OTHER USERS OR THIRD PARTIES ON, THROUGH, OR FOLLOWING USE OF THE SERVICES; OR (III) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR CONTENT, EVEN IF JALF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL JALF'S AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS RELATING TO THE SERVICES EXCEED THE AMOUNT PAID, IF ANY, BY YOU TO JALF FOR THE SERVICES WHILE YOU HAVE AN ACCOUNT.

THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS SECTION 14 SHALL APPLY EVEN IF YOUR REMEDIES UNDER THIS AGREEMENT FAIL WITH RESPECT TO THEIR ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

15. DISPUTE RESOLUTION

In the unlikely event that we have a legal dispute, here is what you need to know.

If you are dissatisfied with our Services for any reason, please contact JALF Customer Service first so that we can try to resolve your concerns without the need of outside assistance. If you choose to pursue a claim against JALF, these terms will apply.

15a. ARBITRATION, CLASS-ACTION WAIVER, AND JURY WAIVER

If you pursue a legal claim against JALF, you agree to arbitration (with limited exceptions).

Except for users residing within the EU or European Economic Area, and where prohibited by law:

1. The exclusive means of resolving any dispute or claim arising out of or relating to this Agreement (including any alleged breach thereof) or our Services shall be BINDING ARBITRATION administered by one of the arbitrators of the *Ministère de la Justice du Québec*. The one exception to the exclusivity of arbitration is that either party has the right to bring an individual claim against the other in a small-claims court of competent jurisdiction, or, if filed in arbitration, the responding party may request that the dispute proceed in small claims court if the party's claim is within the jurisdiction of the small claims court. If the responding party requests to proceed in small claims court before the appointment of the arbitrator, the arbitration shall be administratively closed, and if requested after the appointment of the arbitrator, the arbitrator shall determine if the dispute should be decided in arbitration or if the arbitration should be administratively closed and decided in small claims court. Whether you choose arbitration or small-claims court, you may not under any circumstances commence or maintain against the Company any class action, class arbitration, or other representative action or proceeding.
2. By using our Services in any manner, you agree to the above arbitration agreement. In doing so, YOU GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend any claims between you and the Company (except for matters that may be taken to small-claims court). YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING. Your rights will be determined by a NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY, and the arbitrator shall determine all issues regarding the arbitrability of the dispute. You are entitled to a fair hearing before the arbitrator. The arbitrator can grant any relief that a court can, but you should note that arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.
3. Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction. In the event that this arbitration agreement is for any reason held to be

unenforceable, any litigation against the Company (except for small-claims court actions) may be commenced only in the provincial courts located in Quebec, Canada. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.

4. The online dispute settlement platform of the European Commission is available under <http://ec.europa.eu/odr>. JALF does not take part in dispute settlement procedures in front of a consumer arbitration entity for users residing in the EU or European Economic Area.

15b. GOVERNING LAW

Quebec law and the Commercial Arbitration Act will apply if there is a dispute (except in the EU and where prohibited by law).

Except for users residing in the EU or European Economic Area or elsewhere where our arbitration agreement is prohibited by law, the laws of Quebec, Canada will apply to any disputes arising out of or relating to this Agreement or our Services. Notwithstanding the foregoing, the Arbitration Agreement in Section 15a above shall be governed by the Commercial Arbitration Act. For the avoidance of doubt, the choice of Quebec governing law shall not supersede any mandatory consumer protection legislation in such jurisdictions.

15c. VENUE

Any claims that are not submitted to arbitration for any reason must be litigated Quebec, Canada (except for claims brought in small claims court, and in the EU or where prohibited by law).

Except for users residing in the EU or European Economic Area, who may bring claims in their country of residence in accordance with applicable law, and except for claims that may be properly brought in a small claims court of competent jurisdiction in the county or other jurisdiction in which you reside or in Quebec, Canada, all claims arising out of or relating to this Agreement, to our Services, or to your relationship with JALF that for whatever reason are not submitted to arbitration will be litigated exclusively in the federal or Provincial Courts of Quebec, Canada. You and JALF consent to the exercise of personal jurisdiction of courts in the Province of Quebec and waive any claim that such courts constitute an inconvenient forum.

15d. LIMITATION ON TIME TO FILE CLAIMS

Action must be commenced within one (1) year after the cause of action accrues.

REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR THE WEBSITES

MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES,
OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

16. INDEMNITY BY YOU

You agree to indemnify JALF if a claim is made against JALF due to your actions.

You agree, to the extent permitted under applicable law, to indemnify, defend, and hold harmless JALF, our affiliates, and their respective officers, directors, agents, and employees from and against any and all complaints, demands, claims, damages, losses, costs, liabilities, and expenses, including attorney's fees, due to, arising out of, or relating in any way to your access to or use of our Services, Your Content, Your conduct toward other users, or your breach of this Agreement.

17. ACCEPTANCE OF TERMS

By using our Services, you accept the Terms of this Agreement.

By using our Services, whether through a mobile device, mobile application, or computer, you agree to be bound by (i) these Terms, which we may amend from time to time (ii) our [Privacy Policy](#) and [Cookie Policy](#) (iii) the [Community Guidelines](#), and (iv) any Additional Terms Upon Purchase. If you do not accept and agree to be bound by all of the terms of this Agreement, please do not use our Services.

18. ENTIRE AGREEMENT

This Agreement supersedes any previous agreements or representations.

These Terms, with the [Privacy Policy](#), [Cookie Policy](#), [Community Guidelines](#), and any Additional Terms Upon Purchase, contain the entire agreement between you and JALF regarding the use of our Services. The Terms supersede all previous agreements, representations, and arrangements between us, written or oral. If any provision of these Terms is held invalid, illegal, or otherwise unenforceable, the remainder of the Terms shall continue in full force and effect. The failure of the Company to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. You agree that your JALF account is non-transferable and all of your rights to your account and its content terminate upon your death, unless otherwise provided by law. Any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction. No agency, partnership, joint venture, fiduciary or other special relationship or employment is created as a result of these Terms, and you may not make any representations on behalf of or bind JALF in any manner.

19. SPECIAL STATE TERMS

Special terms apply in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, Wisconsin

For subscribers residing in New York:

- The Services do not guarantee any number of “referrals”—rather, the functionality of the Services is such that the subscriber can view and meet as many profiles as he/she/non-gender would like;
- Upon notice in writing and delivered to Réalisations Trémar Inc., Attn: Subscriptions hold, 995 Boiselle Street, Québec, QC, G1B 2X8, Canada, subscribers may place their 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](#);

For subscribers residing in North Carolina:

- You may review the North Carolina Buyer’s Rights [here](#).

For subscribers residing in Illinois, New York, North Carolina, and Ohio:

- Our Services are widely available in the United States—if you believe that you have moved outside a location where we provide the Services, please contact us in writing delivered to Réalisations Trémar Inc., Attn: Subscriptions moving, 995 Boiselle Street, Québec, QC, G1B 2X8, Canada, and we will work with you to provide alternative services or a refund.

For subscribers residing in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, and Wisconsin:

- **Your Right to Cancel—You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed.** In the event that you die before the end of your subscription period, your estate shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your death. In the event that you become disabled (such that you are unable to use our Services) before the end of your subscription period, you shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your disability by providing the company notice in the same manner as you request a refund as described above in Section 8.
- **California subscribers: You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed.** All other users may request a refund by contacting JALF Customer Service by using the form at support.jalf.com, by email at support@jalf.com, or by mailing or delivering a signed and dated notice that states that you, the buyer, are cancelling this agreement, or words of similar effect. Please also include your name and the email address, phone number, or

other unique identifier you used to sign up for your account. This notice shall be sent to: Réalisations Trémar Inc., Attn: Cancellations, 995 Boisselle Street, Québec, QC, G1B 2X8, Canada. The Company's business is conducted, in part, at 651 rue de Louvain Est, Montreal, QC, H2M 1A7, Canada. You may have these terms of use e-mailed to you by sending a letter to Réalisations Trémar Inc., Attn: Terms Inquiries, 995 Boisselle Street, Québec, QC, G1B 2X8, Canada. In accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at Consumer Information Division, 1625 North Market Blvd., Suite N112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

20. MISCELLANEOUS

These Terms, your use of the Websites, and the relationship between you and us shall be governed by the laws of Quebec, Canada, without regard to conflict of law rules. Nothing contained in these Terms of Service shall constitute an agreement to the application of the laws of any other nation to the Websites. You agree that JALF shall be deemed passive Websites that do not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than Quebec, Canada.

The sole and exclusive jurisdiction and venue for any action or proceeding arising out of or related to these Terms shall be in an appropriate court located in Montreal, Quebec, Canada. You hereby submit to the jurisdiction and venue of said Courts.

No waiver by us of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure by us to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

The Terms, our [Privacy Policy](#), our [Cookies Policy](#), our [Community Guidelines](#) and any documents they expressly incorporate by reference constitute the sole and entire agreement between you and us with respect to the Websites.

We may terminate these Terms for any or no reason at any time by notifying you through a notice on the Websites, by email, or by any other method of communication. Any such termination will be without prejudice to our rights, remedies, claims, or defenses hereunder. Upon termination of the Terms of Service, you will no longer have a right to access your account or your Content. We will not have any obligation to assist you in migrating your data or your Content and we may not keep any back-up of any of your Content. We undertake no responsibility for deleting your Content under these Terms. Note that, even if your Content is deleted from our active servers, it may remain in our archives (but we have no obligation to archive or back up your Content), and subject to the licenses set forth in these Terms.

