

Mediamars - Terms

*for agreements concluded with online consumers in the EU through the Website
version of 1 December 2024*

1. Application

- 1.1 These general terms and conditions (as amended from time to time) (the **Terms**) are used by Mediamars Limited Partnership, registered at 4 Ariel Sharon Givatayim, 14th floor, in (5320047) Israel ("**Mediamars**" or "**we**" or "**us**"). MediaMars' local Israeli vat number is 558163671, MediaMars' EU vat number is NL827521625B01. Any questions, requests or complaints you have may be addressed to Mediamars either per e-mail to contact@nataliedate.com or per telephone by dialing +972-3-5277233.
- 1.2 These Terms shall be applicable to and constitute part of every online agreement entered into between Mediamars and a consumer (the "**Consumer**" or "**you**") residing in the EU. When these Terms speak of an online agreement (or "**Agreement**"), it refers to the electronic contract entered into by a Consumer with us through his or her completion of the necessary registration steps on the website nataliedate.com (the **Website**). The term 'Consumer' in these Terms refers to any natural person who seeks to enter into a legal relationship with Mediamars for a purpose which can be regarded as being outside of his or her trade or profession.
- 1.3 These Terms are made available to Consumers and presented to them for acceptance prior to the Consumer concluding any online purchase on the Website and in a manner which allows the Consumer to download a pdf. file of the Terms and store this file on a durable medium.
- 1.4 The Website exclusively targets Russian speaking consumers in countries - outside of Russia - to which the Website directs its activities. The Website does not direct any activities to Russia itself. Due to this exclusive focus on the niche market of Russian speaking consumers, the Website shall, subject to mandatory language requirements in a specific jurisdiction, be available in the Russian language only. Consumers who do not master the Russian language should not purchase any services on the Website.

2. Payment collection by Interactive Online Technologies B.V. and Interactive Online Technologies Oy

- 2.1 When you register on the Website to receive the services offered thereon, you shall enter into an online agreement with Mediamars. Should you proceed to purchase any services on the Website, you shall be invoiced for the services by Mediamars. Any complaints you may have regarding (*inter alia*) the services or payments can be directed towards Mediamars through the contact channels set out in clause 1.1. Mediamars shall then proceed to handle your complaints.
- 2.2 For purposes of efficient payment processing and collection on behalf of Mediamars, Mediamars uses its affiliated entities in the Netherlands or Finland (which are under similar ownership as Mediamars) for the collection of payments from Consumers who purchase services on the Website. The Dutch affiliated entity is called Interactive Online Technologies B.V. and it is registered at Kingsfordweg 151 in (1043 GR) Amsterdam, the Netherlands,

telephone number +31-20-8005040. The Finnish affiliated entity is called Interactive Online Technologies Oy and is registered at Teknobulevardi 2-5 in (01530 Vantaa) Finland, telephone number +358-9-42733000.

- 2.3 Though you will be invoiced by Mediamars in Israel for any of your purchases on the Website, your payments will, pursuant to the intermediary services of payment service providers, be collected by either Interactive Online Technologies B.V. or Interactive Online Technologies Oy for subsequent remittance to Mediamars in Israel.

3. Enjoying the Website

- 3.1 This section will set out the nature of the product offered on the Website.
- 3.2 Upon accessing the Website, you will be requested to create an account by providing an e-mail address and password. Alternatively, you can sign up through Google or Meta (formerly Facebook). Once you have successfully created an account, you will have access to your own personal environment and dashboard where you can see the status of your purchased items. The registration process is explained in detail on the Website pages.

Our Models

- 3.3 The Website offers Consumers an entertainment-based chatting experience. This means that as a Consumer you can register on the Website and expect to chat with existing profiles which are available on the Website and which are represented by an AI generated profile image. We consider and call these profiles our chatting models (the **Models**). All our Models are represented by a female profile AI generated image.
- 3.4 All chatting with our Models is conducted by professionals who have entered into a services agreement with Mediamars and who, in a professional capacity, are engaged to entertain you with chatting services.
- 3.5 The opportunity to chat with our Models is the principal service offered on the Website. Though it cannot be excluded that a Consumer on occasion chats with another female Consumer, such inter-Consumer chats are rare. It is not the service we offer and you should not register to expect to chat with other Consumers. In principle all female profile images you see on the Website represent our Models, i.e. an AI generate profile image operated by our professional service providers who entertain Consumers with chatting service on behalf of Mediamars.

A focus on social chatting and not dating

- 3.6 The Website is not an online dating service. Its purpose is to facilitate an entertaining online chatting experience between our Models and Consumers. If your primary expectation is not the enjoyment of chatting services but instead the obtainment of dates, you should not register for the Website's services. Your exchanges with our Models will under no circumstance lead to any date or other type of physical encounter and are simply a form of professional entertainment.

4. The Online Purchasing Process

- 4.1 The online purchasing process is explained in detail on the Website as you go through the steps. In these Terms, we will explain the basics.
- 4.2 During the online purchasing process on the Website, the Consumer shall be presented in a clear and conspicuous manner with the mandatory information pursuant to the laws applicable to the conclusion of online agreements. This information shall *inter alia* include the main characteristics of the offers as well as their price.

Purchasing Chats for chatting

- 4.3 Mediamars uses a so-called freemium model, which means that Consumers can sign up for free and get limited access to the Website's features. As such, every Consumer who signs up will be able to send one free message. Once you are out of free messages but wish to continue enjoying the Website, you will be asked to purchase so-called '**Chats**'. The Website will show you the available payment methods.
- 4.4 We deliberately refer to the purchased items as 'Chats' to clarify that chats (i.e. chatting) is what you are purchasing, no more no less. Every Chat equals ten tokens which means it enables you to send ten messages. Once you run out of messages and would like to continue enjoying the Website some more, you will have to purchase new Chats. You pay as you go. There are no monthly subscriptions. The Chats are offered in different pricing packages which are presented and explained on the Website. Your personal environment withing your account lists your remaining Chats.
- 5. The number of messages that can be sent per purchased Chat is set by Mediamars. Should Mediamars wish to change the price of a Chat or the number of messages which can be sent per Chat, you will be informed of such pending change within a reasonable period in advance to allow you to consider whether you wish to continue your online agreement with Mediamars or to terminate the same. Under no circumstance will any alteration be made to the number of messages which you can send out with Chats which you have already purchased.
- 6. Purchased Chats have no monetary value, i.e. they are not equal to money and cannot be used anywhere other than on the Website in exchange for the ability to exchange text messages. Furthermore, purchased Chats are not transferable.
- 6.1 Prior to placing an online purchase for Chats, you shall be able (at all times) to review the purchased items and make adjustments if you so wish. To view and adjust the purchase order (or delete the purchase order altogether) the Consumer can use the 'back' button to surf back to the previous page and make the adjustments
- 6.2 Shortly after purchase, the Consumer shall be sent an email confirming the receipt of the online order as well as further necessary information

7. Pricing and payments

- 7.1 The final prices communicated to Consumers on the Website are always inclusive of any owed VAT.

8. Prohibitions

- 8.1 Consumers are obliged to treat our Models with respect and refrain from the use of any language, media or actions which may cause unease, offence, fear, an infringement of a right or harm to Models (or other Consumers).
- 8.2 Consumers are strictly prohibited from sharing any texts (or other type of media) which (i) infringes anyone's personal data rights; (ii) infringes any intellectual property rights; (iii) or contains obscene, offensive or unlawful content (including any images and videos and other media showing or pertaining to minors) or otherwise contains any inappropriate content within the context in which it is deployed.
- 8.3 All intellectual property on or relating to the Website belongs to (or is licensed to) Mediamars. Consumers must refrain from using any intellectual property on the Website for any purpose other than the use and enjoyment of the services provided by Mediamars.
- 8.4 Consumers must refrain from any use of the Website (or any content therein) for any purpose other than consuming the services offered by Mediamars and shall thus refrain from any use which may have a commercial purpose or otherwise fall within a trade or profession.

9. Liability

- 9.1 Mediamars shall carry no liability for any indirect or consequential losses or damages suffered by Consumers.
- 9.2 The cumulative liability of Mediamars for any claim (or the sum of multiple claims) brought by a Consumer, under its agreement with Mediamars, under law or in equity, shall be limited to the amount which equals the total price paid by a Consumer for its purchases on the Website during a period of one year preceding the bringing of the claim. This limitation of liability applies regardless on which grounds Mediamars is being held liable by the Consumer, whether it's a claim (or multiple claims) for damages, performance (*nakoming*) or rescission (*ontbinding*) or a combination thereof or on any other grounds. This limitation of liability shall not apply in case the Consumer's losses or damages are the result of wilful actions or gross negligence on the part of Mediamars.
- 9.3 The Website communicates clearly to consumers that all exchanges with female profiles will be exchanges with our Models; that they are only of an entertainment and fantasy nature and will not lead to any date or other physical encounter; and that third party professional service providers are engaged to conduct chatting services on behalf of the Models. The Consumer

shall be responsible for reading these disclosures presented to him or her on the Website in a conspicuous manner. Mediamars may not be held liable for any false expectations of Consumers regarding the nature of the offers which would not have arisen in case the Consumer had read the information presented to him or her during the online purchasing process.

Consumer warranty of adult age - Mediamars' services are not for minors

9.4 The Consumer acknowledges and agrees that text messages shared with him by our Models (or by other consumers) may be of an adult nature, i.e. make use of sexual verbiage not suitable for minors. The Consumer warrants he or she will only access the Website if he or she is of legal adult age, in conformity with the laws of the country of the Consumer's habitual residence, and that Consumer shall not hold Mediamars liable for any harm caused by viewing content meant for adults.

9.5 Mediamars shall not be liable vis a vis the consumer for any loss or damages due to a failure to perform its obligations because of forces beyond its reasonable control (*force majeure*), such as (but not limited to) the enactment of new laws, pandemics, breakdowns of systems etc.

10. The Right of Withdrawal

10.1 A right of withdrawal shall apply to your purchase of Chats. For more information on the Right of Withdrawal in relation to the purchase of Chats, please click [here](#).

11. Complaints

11.1 Consumers can address any complaints they may have to Mediamars either per e-mail to contact@nataliedate.com or per telephone by dialing +972-3-5277233. Mediamars undertakes to constructively deal with any complaint and shall do so within a reasonable time after receiving such complaint.

12. Notification of illegality

12.1 Should you encounter any content on the Website, provided or shared by Models or other Consumers, which you deem to be unlawful content, you can notify us of this finding and we shall take all measures imposed on us under law to deal with your notification, including the removal of the alleged illegal content.

12.2 Your notification referred to in clause 12.1 must contain (i) the reasons why you deem the content to be unlawful as well as where we can find the content (i.e. the url); (ii) a statement confirming your belief that the information and allegations you submit are complete and accurate; as well as (iii) your name and e-mail address unless the illegal content described in your notification pertains to offences (including incitement, aiding and abetting) concerning sexual abuse/exploitation or child pornography.

12.3 Upon receipt of your notification, we shall send you a confirmation of our duly receipt and we shall inform you of the decisions we make further to your notification.

13. Termination or suspension

- 13.1 The agreement with the Consumers, consisting of (partly) these Terms, shall commence on the date on which a consumer has registered and obtained an account on the Website. It shall, in principle, remain in force for as long as the Consumer has not terminated the same.
- 13.2 The Consumer may at any time terminate the Agreement with immediate effect. Any termination, regardless of the grounds, will result in the Consumer forfeiting any unused Chats within 90 days after termination. Unused Chats will thus not be refunded in any way upon termination but shall instead be cancelled after the mentioned period.
- 13.3 Mediamars shall remain entitled to either suspend or terminate the Agreement at any time with immediate effect in case of any violation by a Consumer of any of its obligations under this Agreement or under law as well as for any other reason which, for grounds of reputational harm or otherwise, renders it unreasonable to expect Mediamars to continue to grant the Consumer access to its services. Any suspension or termination will lead to an immediate cancellation of any unused Chats.

14. Marketing and Privacy

- 14.1 Any and all use of your personal data for marketing purposes shall take place in accordance with applicable data protection legislation as set out in our Privacy Policy which you can find [here](#).

15. Applicable laws and competent court

- 15.1 All agreements with Consumers and any non-contractual obligations arising out of it or in connection with said agreements shall be governed by and shall be construed in accordance with the laws of Israel. However, this choice of law clause shall not affect the applicability of mandatory provisions of the Consumer's home country insofar these are more protective.
- 15.2 Subject to mandatory law of the Consumer's country of residence regarding the competent court, any disputes arising out of or in connection with agreements between the Consumer and Mediamars, including regarding the existence or validity of said agreements, and any non-contractual obligations arising out of or in connection with said agreements, are subject to the jurisdiction of the competent court in Israel.