



TERMS OF USE

ATTENTION: YOU MUST BE 18+ YEARS OLD TO REGISTER ON OR BROWSE THIS WEBSITE. By using and/or viewing this site, you represent and warrant that you have the right, authority, and capacity to enter into this Agreement and to abide by all of its terms and conditions.

These Terms of Use are issued by Dating Factory on behalf of dating.asiangirl.club (together WE or US) for the provision of the service. Please read these Terms of Use carefully to make sure you understand them. Once you have completed your online registration at dating.asiangirl.club and your membership has been activated you will have entered into a legally binding contract for the provision of this online dating service (the **“service”**). You become a Member (a **"member"**), and you agree to be bound by the terms and conditions of this Terms of Use (the **"Terms"**) for as long as you continue to be a member. Visitors to the dating.asiangirl.club who do not register as a member are also bound by the present Terms. If you do not agree to the Terms, please do not register for the dating.asiangirl.club service or access or use dating.asiangirl.club.

1. Registration

To become a member you must register on the web-site. When you register, you agree to provide us with accurate, current and full information about yourself, and to update your information on the site when it changes. You agree that we may rely on this data as accurate, current and full. You acknowledge that if your registration data is untrue or not current, we reserve the right to terminate your use of the service.

2. Subscription

2.1 Even though you can register as a member free of charge, if you wish to communicate with other members and use service in full, you must buy a subscription and pay the fees that are set out in the price list that you can find on the dating.asiangirl.club payment page. Your subscription renews automatically for a period equal to the original subscription unless cancelled or suspended by you. Subscriptions will be billed periodically on the same day of the month as the first payment. The subscription fees for the service may be changed by dating.asiangirl.club at any time. If you are unhappy with any subscription fee changes you may terminate your membership by sending us the signed service suspension request form. Please note that your profile cannot be deleted before all active membership subscriptions are suspended.

2.2 Discounted subscription fees for special offers apply only to the initial payment. Further recurring payments will be charged at normal published prices unless specified in the said offer.

2.3 If you have accepted a special subscription discount for not cancelling or suspending you may only cancel or suspend your subscription once the term you have agreed to has expired.

2.4 Upon paying for the service you will be sent payment confirmation e-mail, which contains your payment reference. You must keep a copy of this information as this may be required if you want to cancel your payment agreement.

2.5 Your membership is intended only for your personal use. You are not allowed to authorize others to use your membership or your account on dating.asiangirl.club.

3. Term and termination

3.1 dating.asiangirl.club may terminate your membership at any time, for any reason, effective upon sending written notice to you. All membership fees paid before that date are non-refundable. We reserve the right to immediately suspend or terminate your access to the service, without notice, upon any breach of these Terms by you brought to our attention.

3.2. When you terminate your membership to the service you must cancel any billing you see on the Payments history page of your account at dating.asiangirl.club. Terminating membership does not cancel payments automatically. Please note, we have 14 days payment cancellation notice period, and cancellation is not possible during the payment processing time that may take up to 5 working days.

4. Using the service and dating.asiangirl.club content

4.1 This web-site is designed for the personal use of individual members and viewers only and may not be used in connection with any commercial projects or aims. Companies may not become members of dating.asiangirl.club and shall not use the service or site for any purpose including but not limited to: sending unsolicited commercial e-mails or chat messages to members, or using member personal identifying information for commercial purposes. Any unauthorized usage will be investigated, and an appropriate legal action will be taken, including without limitation, civil, criminal, and injunctive redress and/or termination of membership at our sole discretion.

4.2 All incoming messages of trial members are stored in the internal mailbox on the site for 48 hours. We reserve the right to review and delete any messages, comments, photos, video and whole profiles (the "content") that in our sole judgment violate these Terms or may be offensive, illegal, or that might violate the rights or put in danger safety of other members.

4.3 Services accessed over mobile devices might be restricted and not all features be available. Only a limited selection of payment methods subscriptions may be offered.

4.4 You are solely responsible for the content that you publish or display on the service, or transmit to other members, and by posting content to any public area of the service, you automatically grant, and you guarantee that you have the right to grant, to us an irrevocable, perpetual, non-exclusive, international license to use such information and content, and to grant and authorize sublicensing of this content. We reserve the right to use content from profiles, including the member username, photos and videos, for featuring them in promotional material. dating.asiangirl.club has joined the Dating Factory network which pools resources and members of several websites to provide you with a larger selection of members to communicate with. Any content you post may be visible on other sites on the network.

4.5 dating.asiangirl.club does not verify the accuracy or truth of any information published by its members. Whilst we reserve the right to delete or remove content deemed offensive by dating.asiangirl.club or other members, we cannot guarantee that all the offensive material will be removed or deleted. We are entitled to investigate and revoke a person's membership if a member has misused the service, or behaved in a way which could be regarded as inappropriate or whose conduct is unlawful or illegal. By using this service you accept that any member profiles, messages and communication may not be genuine and the service is for entertainment purposes only.

4.6 You may not impersonate any other person or entity, publish in your profile any personal contact information. This includes but is not restricted to, email addresses, telephone numbers, postal

addresses, instant messengers' details (e.g. ICQ, MSN, Skype numbers/usernames, etc), web site URLs, etc. Any personal contact information will be removed.

4.7 You may not solicit other members' contact details or transmit any chain letters or junk email to other members. In order to protect our members from such advertising or solicitation, we reserve the right to restrict the number of emails that a member may send to other members in any 24-hour period to a number which we deem appropriate in our reasonable discretion.

4.8 You may not post copyrighted material on the site. This includes but is not limited to photographs, images and text. Should you think that copyrighted material has been posted on the site you need to contact dating.asiangirl.club with full details of the supposed copyright infringement.

4.9 You may not harass any member and must stop contacting other members who have asked you to stop. You will also have the option to block any member by selecting the appropriate option on their profile. Blocked members will not be able to contact you via the site, and you will not be able to contact members who blocked you.

4.10 Your profile and its contents may be searchable by, and you may be able to search for the profiles and their contents of members registered to other Dating Factory operated and powered by websites, for example, co-branded or privately labeled. Your profile and its contents may be searchable by third-party search engines, for example Google, MSN, etc.

4.11 To improve your chances of success dating.asiangirl.club uses free personal messaging service: This feature ensures your profile gets maximum visibility as your matches are kept up to date with messages sent on your behalf, about your activity on the site.

4.12 In the course of serving ads to this site and you using some part of the web-site, us or our third-party advertiser may place or recognize a unique cookie on your browser. Cookies are a normal part of internet operations and are also used by dating.asiangirl.club to safely identify you each time you logon and use the site and to keep your session active when you don't use the website for some time. Any information that us or third parties collect via cookies and marketing campaigns tracking software is totally anonymous. By registering on this website you agree to allow the placement of these cookies. For more information on the types of cookie we use on the sites please visit our [cookie information page](#).

4.13 For further privacy terms, please refer to the dating.asiangirl.club [Privacy Policy](#).

5. Disputes between members

5.1 dating.asiangirl.club is not obliged to become involved in any disputes between members and does not have to provide any arbitration or settlement if any dispute arises between its members.

5.2 Your use of this service is entirely at your own risk. You should evaluate what you see when involved in internet communication with people who are unknown to you (such as when you are using message services) and be aware that people may not necessarily be who they say they are and that people may provide information or behave in a way that is unreliable, misleading or illegal. By using this service you accept that any member profiles, messages and communication may not be genuine. That caution is particularly relevant if you are asked your surname, place of work, address or telephone number or if you are asked to arrange a meeting.

5.3 In the event that a claim or action is brought against dating.asiangirl.club from your activities or use of the web site or the service, including any breach by you of these Terms or any charges or

complaints made by other parties against you, you agree to pay, hold harmless and defend dating.asiangirl.club in the claim or action. You also agree to cooperate as fully as required in the defense of any claim and allow dating.asiangirl.club to assume the exclusive defense and control of the matter.

6. Proprietary rights

6.1 The dating.asiangirl.club website, its appearance and any software that is used in connection with the service is the exclusive property of Dating Factory.

6.2 Any content and information presented to you through the dating.asiangirl.club website is protected by copyright, trademarks, service marks, patents or other proprietary rights.

6.3 With the exception of the information for which you have been given express permission, you must not copy, publish elsewhere, distribute, display or sell any such proprietary information.

7. Disclaimers

7.1 Neither dating.asiangirl.club nor Dating Factory, including its directors, agents, affiliates, partners, subsidiaries and employees, are not responsible for any wrong or not entirely accurate content that is posted on the dating.asiangirl.club web-site or connected with the service, when it is caused by site viewers, members or by any of the hardware or software connected with or used in the service, nor are we responsible for the conduct of any viewer and/or member of the dating.asiangirl.club service whether online or offline.

7.2 Neither dating.asiangirl.club nor Dating Factory takes responsibility for any interruption, theft or destruction including not authorized access to viewer or member communications.

7.3 Neither dating.asiangirl.club nor Dating Factory are responsible for any technical malfunction of any telephone network or lines, computer on-line systems, servers or providers, personal hardware or software, failure of email or traffic slowdowns on the internet or at dating.asiangirl.club or combination thereof, including any damage and injuries to viewers or members or their computers related to or resulting from participating or downloading materials connected to the dating.asiangirl.club site or service.

7.4 Under no circumstances can dating.asiangirl.club nor Dating Factory be held responsible for any loss or damage resulting from visitor's or member's use of the site or the service. We do not represent or endorse the accuracy or reliability of any advice, opinion, statement or other information displayed, uploaded or distributed through the service by us, our partners/affiliates or any member or any other person or entity. Relying upon such opinion, member profile, advice, statement or information is at your own risk. dating.asiangirl.club is not responsible for the conduct, whether online or offline of its members.

8. Limitation on liability

8.1 This service is provided on an "as-is" basis by dating.asiangirl.club without warranty of any kind, either express or implied, including, without limitation, warranties of title and the implied warranties of merchantability and fitness for a particular purpose.

8.2 Neither dating.asiangirl.club nor Dating Factory shall have any liability to you for any failure to provide the service to you if it is caused by any event or circumstances beyond its reasonable control

including, without limitation, strikes, lockouts and other industrial disputes, breakdown or systems or network access, flood, fire, explosion or accident.

8.3 Certain jurisdictions limit the applicability of warranty disclaimers and limitations of liability so the above disclaimers of warranty and limitations of liability may not apply to some viewers or members of dating.asiangirl.club.

8.4 Although we have limited our liability in the clause 8.3, nothing in these Terms limits its liability for death or personal injury caused by its negligence and nothing has effect on your legal rights.

9. Modifications to the Terms

dating.asiangirl.club may modify these Terms from time to time in its sole discretion. Members must review these Terms regularly to make sure they read and understand the most current version of it.

10. Disputes resolution

10.1 To resolve a complaint regarding the service or the website, you should contact dating.asiangirl.club customer support team using the [Contact us form](#) on the dating.asiangirl.club website.

10.2 We will strive to resolve any disagreements and deal with all the claims quickly, professionally and efficiently.

10.3 If you are not happy with the way we deal with any disagreement and you would like to take the case to court, the law of the United Kingdom governs these Terms and you will be required do so within the United Kingdom.

11. Refund Policy.

Unless there is a technical error in the operation of the website, we have a no-refund policy after the services have been used. If you feel that our services have been defective in any way, please contact us with your reasons for claiming a refund providing your user registration details and Payment Transaction ID Number.

If granted, all refunds will be processed within 30 days of your application. Amount refunded will be calculated on a pro-rated basis, dependent upon the length of time that you have used your membership. A small administration charge may be deducted from the amount paid.

We operate within the recommended standards and laws regarding National and International Fair Trading.

12. Contact Information

The dating.asiangirl.club web-site and the service is hosted and administered by Tyche Technologies AG. Website <http://www.datingfactory.com>. Tyche Technologies AG is registered under the laws of Switzerland, whose registered office is c/o LacMont AG, Landis + Gyr-Strasse 1,6300 Zug, Switzerland.