

## **Luive Terms of Service**

Welcome to Luive.com

The following Terms of Service (these "Terms of Service"), govern your access to and use of Luive Platform, including any content, functionality and services offered on or through [www.luive.com](http://www.luive.com) (the "Platform") by International Social Media Ltd.

International Social Media Ltd and its subsidiaries are collectively referred herein as "Luive" "we" or "us".

Please read the Terms of Service carefully before you start to use the Platform. By using the Platform, opening an account or by clicking to accept or agree to the Terms of Service when this option is made available to you, you accept and agree to be bound and abide by these Terms of Service and by our Privacy Policy, found here, incorporated herein by reference.

If you do not want to agree to these Terms of Service or the Privacy Policy, you must not access or use the Platform.

### **Introduction to our Terms of Service**

Welcome to Luive, a private community, operated by International Social Media SRL, an EU-based corporation with headquarters in EU, Romania, Bucharest city, no 12, Decebal Boulevard.

The Platform is a social network and a marketplace where any user can be a content creator and sell their content to anyone who is interested to buy it. Subject to the Terms of Service, Luive provides the Platform Services to Users, including hosting and maintaining the Platform.

This Platform is offered and available to users who are at least 18 years old. If you are under 18 you shall not use this Platform or Luive's services. By using this Platform, you represent and warrant that you have the legal age to form a binding contract and meet all the foregoing eligibility requirements. If you do not meet all these requirements, you must not access or use the Platform.

By registering to use and while using the LUIVE Platform, you acknowledge that You are not a competitor of LUIVE and that You are not using the LUIVE service for reasons that are in direct competition with LUIVE.

By using LUIVE you understand you will receive updates from LUIVE that will include emails and messages received on the Platform and/or on your LUIVE account. All reports from Luive are automatically agreed upon and accepted by you as stated in our Privacy Policy.

Our Customer Support team is available 24/7 if you have any questions regarding the Platform or Terms of Service.

Contacting our Customer Support team can be performed by submitting a request here.

The original language of these Terms of Service, as well as all other texts throughout the Platform is English.

Luive can make available language translation for convenience only. In case of conflicts between the original English version and any translation, the English version shall prevail.

## Key Terms

**Platform** refers to [www.luive.com](http://www.luive.com);

**Account creation** the signup process for a new user;

**User** can be any person of at least 18 years old that has signed up on our Platform;

**Verified User** can be any user that goes through the age and identity verification process and is accepted as valid by the Platform. Any verified user can sell content at his/her desired price and therefore generate an income.

**The verification process**, which involves a two-step verification procedure, allows us to verify your identity and make sure you are of legal age.

- Identity verification: to benefit from our services - we must be certain of your identity in order to comply with the applicable legal provisions. Thus, we implemented a two-level identity verification system, depending on the type of service you want to benefit from and the value of the transaction. This information will be used to verify the identity of Users to prevent, detect or investigate money laundering or terrorist financing, fraud and other financial crimes or for other legal purposes declared by Luive. We will collect, use, and share your ID information and your picture and all other necessary information in accordance with our Privacy Policy. In addition to providing this information, you agree to allow us to keep track of that information during the period for which your account is active. When you provide the requested information, you confirm that it is true and accurate. After verifying your identity, you need to make sure that the information remains true, complete, and up to date in a timely manner when it is changed. If we suspect that the information you have provided us is incorrect, false, outdated or incomplete, Luive reserves the right to send you a notice to request correction, to delete that information directly and, where appropriate, to dispose of it. Full or partial restriction of the Luive services may also be applied. By initiating the identity verification process, you authorize Luive to conduct investigations that Luive deems necessary, directly or through a third party, to verify your identity or to protect you, to protect other users and / or to protect Luive from fraud or other offenses and to take the necessary action based on the results of such investigations.

**Content** can be text, audio, video, and services.

**Interactions** consist of: like, share, comment, subscription, gift, purchases of any kind or interactions via messenger.

**Search LUIVE** is the area of the Platform where you can search for different people to connect with and find interesting posts based on your hashtags.

**Chats** can be accessed only by verified users; they allow a user to interact with another user written means, pictures, voice calls, video, or live video.

**Video Call** is the way through which two users can interact using both their live video streams and it allows them to gain or spend Luives on a pay per minute basis.

**Stories** are represented by a special section that allows the verified user to post photos and videos that vanish after 24 hours. The main aspect of the stories is that you have an extra option which allows you to earn money, called pay-per-view. In this case, you have to set a price that you find appropriate for your story and wait for the results.

**Wave** is the post that you make and depending on how popular you become on the Platform, or how big is your level, you can reach a higher percentage of Platform users by unlocking special achievements. This works like a boost for posts.

**Discover** is an option that allows the user to discover and connect with new users with similar interests or based on your preferences.

**Levels** are gained by completing different actions on the platform (spending Luives, uploading content, following users etc.) after your account has been validated. If you want to find out more about Levels you can check the Level menu under your account.

**A follower** is a user who follows another user's account.

**Subscriber** is a verified user able to purchase the Platform currency (referred to as Luives) and pay the subscription price asked by the content creator.

**The subscription** comes in two forms: daily or monthly (can be recurrent), and allows a subscriber to view the full content of another user profile, excluding the Stories which are always pay-per-view content; it also allows access to the messenger function and connectivity with that User.

**Luives** are the Platform currency that verified users earn when others buy their content and can be either withdrawn or used to purchase Luive content. When being withdrawn, their value is 0,05 USD, while the purchasing value can decrease when purchased in a larger package.

**Purchases** are the area of the Platform where you can find all your acquisitions.

**Referral** is the process that earns you extra Luives when other people register on Luive using your referral link. You will receive 5% of the Luives purchased or withdrawn by your referrals for LIFETIME.

Referrals are cumulative from all the people you referred and represent 5% of the total Luives they buy on the Platform.

**Luive History** is the section of the Platform that can be found under Purchases tabs. In this section you can find all your purchases, deposits (acquisition of Luives), withdrawals (cash out), and referrals. You can use the filters to sort them better and to find precisely what you need. In this section, you have all the details required to see when, why, and with whom a transaction was made.

**Withdrawals** occur at the moment you want to convert your Luives into your currency for the value of 0.05\$/1 Luives. Payment cycle ends on every other Thursday at 23:00, UTC+2, so every two weeks. Payouts will be made within the next 5 business days after the end of each payment cycle.

**Chargeback** in case there is a dispute with the credit card provider, the settlement procedure involves a chargeback for the respective amount, that will be deducted from the line of transactions.

**Blacklist** is represented by two sections: users and countries. If you are a verified user, you can, at any time, blacklist another user that you find inappropriate, harmful, or simply does not suit you. The same applies to countries, or, if you find that helpful, it also works for nationalities

**Payment Services Provider(s)** are service providers that provide payment services to Verified Users in connection with the Luive platform, including in connection with purchases, remittance and withdrawal of funds to Users, currency exchange services in connection with payments in local currencies, and holdings of funds in connection with Luive Purchases.

## **User Conduct and Protection**

Luive enables people around the world to create, share, sell and purchase nearly any content they need. Members of Luive community communicate and engage through our social network.

Luive maintains a friendly, community spirited, and creative environment. Users should keep to that spirit while participating in any activity or extensions of Luive. This section relates to the expected conduct users should adhere to while interacting with each other on Luive.

To report a violation of our Terms of Service and/or our Community Standards, User Misconduct, or inquiries regarding your account, please contact our Customer Support team here.

To protect our users' privacy, user identities are kept anonymous. Requesting or providing Email addresses, Skype/IM usernames, phone numbers or any other personal contact details to communicate outside of Luive, in order to circumvent or abuse the Luive messaging system, or Luive platform is not permitted.

Any necessary exchange of personal information required to buy or sell content may be seen within the Purchase section.

Luive does not provide any guarantee of the content offered to Users.

Luive does not provide protection for users who interact outside the Luive platform.

All information and file exchanges must be performed exclusively on Luive platform.

Rude, abusive, improper language, or violent messages will not be tolerated and may result in an account warning or the suspension/removal of the account.

Luive is open to everyone. Discrimination against a community member based on gender, race, age, religious affiliation, sexual preference or otherwise is not acceptable and may result in the suspension/removal of your account.

Users shall not submit proposals or solicit parties introduced through Luive to contract, engage with, or pay outside of Luive.

### **Reporting Violations**

If you come across any content that may violate our Terms of Service and/or our Community Standards, you should report it to us through the appropriate channels created to handle those issues, as outlined in our Terms of Service. All cases are reviewed by our Support team. To protect individual privacy, the results of the investigations are not shared. You can review our Privacy Policy for more information.

### **Violations**

Users may receive a warning to their account for violations of our Terms of Service and/or our Community Standards, or any user misconduct reported to our Support team. A warning will be sent to the user's email address and will be displayed for such users on the Platform. Warnings do not limit account activity, but can lead to your account losing levels or becoming permanently disabled based on the severity of the violation.

### **How to use our Platform**

#### **Creating an account**

In order to become a user, you must fill out the information needed in the sign-up section. You must provide a valid email address which will be verified, a valid username to create an identity on the Platform, and a password. Please provide accurate information to facilitate the account creation.

You agree that all the information you provide on the Platform is ruled by Luive's Privacy Policy, and you agree on how and why LUIVE processes your personal data as declared in the Privacy Policy.

To access the Platform and be a part of the social network, you must complete your registration.

To become a verified user on the Platform and be able to make transactions, view all the content and be able to generate income, first you must access the account verification section of the Platform and complete the form. You can do so by uploading the two photos required to verify your identity, represented by a legal form of ID and you will be approved by a Platform admin as soon as possible.

The information entered in this form must be accurate, real, and complete. All information provided will be stored and sorted in compliance with LUIVE's Privacy Policy.

To be able to generate income, you must access the payout section of the Platform, where you must enter the details for the payout form.

All of the amounts generated on the Platform will be paid through one of our payment providers.

If for any reason you wish to deactivate your account, the procedure is very easy. You must access the account section in the settings and disable the account.

When your account is deactivated, you will lose all of your purchases, subscriptions, or content made on LUIVE, you will no longer be charged or have access to any content on LUIVE.

### **Generating content**

You can post or upload all kinds of things on LUIVE, including photographs, videos, messages and other content.

All content created and published on LUIVE must be owned by you. Posting and publishing content on LUIVE authorizes other users on the Platform to access, view, and store the purchased content in their purchases section without downloading or copying it. All content stored on LUIVE is for the lawful and personal use of the users that interact with it, and you agree not to infringe any of these terms, otherwise, your account will be deactivated.

All users that post content on LUIVE must own or control all rights for the published content.

If your content shows other people besides you, the respective persons must be age verified by LUIVE, you must own the copyright for the specified material, all content must be non-confidential and should be accompanied by written documentation sufficient to confirm that all subjects are in fact at least 18 years old. In addition, you shall have the consent of the other persons to post their data.

### **Acquisitions, purchases, and payouts,**

In order to be able to make purchases of content, subscriptions, interact financially or perform cost per minute video calls you must make sure that your account is verified and that you have enough Luives in your account.

Different types of content cost different amount of Luives as the content creator establish it. Any content creator can set whatever price they think is fair. By accepting to pay the price asked by a content creator, the amount of Luives will be deducted from your Luives balance and will be transferred upon completion.

If, by any chance, a transaction in Luives has not been finalized correctly and either party is in disadvantage, the Luives will be reverted.

All Luives gained by content creators can be converted into USD anytime the content creator desires. All transactions will be stated in the user account.

Payment cycle ends on every other Thursday at 23:00, UTC+2, so every two weeks. Payouts will be made within the next 5 business days after the end of each payment cycle. International Wire Transfer payment may take up to 7 business days to reach the beneficiary, depending on the bank policies. Special situations apply for the bank holidays.

Transfer will be made only if the minimum amount of Luives is a whole number - without decimals, for the selected payout option. If the minimum value was not reached, the earnings will not be converted, until the total earnings reach the minimum amount. If the bank flags a transaction as being malicious, the amount will be reverted and paid back to the bank.

### **Deactivating account**

By deactivating your account with active subscribers that generate income you will lose all Luives generated on your Luive.com account. You will also lose access to all Luives gained from referral links. The user that referred you will also lose the income you generated for him/her as a referee.

Upon the successful deactivation of your account, you will be notified by email.

### **Luive referral program**

#### **1. Program overview**

Our Referral Policy explains important aspects of how the program works and our referral procedures. We want to make this process as smooth as possible for our users and those who they refer.

Through this referral program you can bring new people on the platform and increase the amount of Luives you have on your account.

If you, as a satisfied user have a friend, associate, classmate, or colleague whom you think will enjoy our website, kindly refer us to them. You can do so, by using your referral link. If they register and create an account, which is later verified, you will receive 5% of the total Luives they buy on the website.

#### **2. Definitions and terms of use**

**Qualified Referral:** A Qualified Referral refers to the acts of a person that that (1) reaches our website by clicking your Luive referral link, (2) makes an account on [www.luive.com](http://www.luive.com) which is verified (and becomes a "verified user") and (3) makes a transaction on Luive.com.

**Referred user:** The Referred User and the Referrer cannot be the same person. Personal invite links should not be shared with yourself.

**Sharing:** Sharing the Referral Link, The User accepts and agrees to these terms of service. Invite links can be shared with personal connections via email, Facebook, Twitter, personal blogs, etc. in which you are the primary owner of the content. Public distribution on websites where you are a contributor and not the primary content owner (e.g., Wikipedia, coupon websites) is not allowed. Promoting your invitation code via search engine marketing (e.g., AdWords/Yahoo/Bing) is also not allowed. The use of personal invite links must comply with Luive's Terms of Service.

### **3. How to refer a new user?**

To refer a new user, please invite him/her on the website, by using your referral link. The referred user must use the link obtainable from your account and then register on Luive using the same browser used to open the referral link.

The referral is not valid if the new user signs-up without using the referral link.

### **4. How does the referral program work?**

Any user that joins the website using your referral link and has the account verified, will generate you a passive commission of 5% of his/her total Luives acquisitions if he/she is registered on Luive. The referral is NOT transferable to a new account. Therefore, if you decide to close your Luive account, you cannot transfer the revenue to another person, and you will lose all your referees.

If a new user is not verified, he/she will not be able to generate you an income. Only after the new user completes the verification process and has the first transaction, he/she will become a referred user. If a user does not complete the verification process with the account created from the referral link, he/she can start a new sign-up procedure using the same referral link for a new account and go through all the necessary steps in order to become a verified user.

There is no maximum number of referrals you can make. All rewards are cumulative and will be paid accordingly, for each successful referral.

The reward shall be deposited onto the private account of the registered user.

### **5. Who can participate in our referral program?**

To be able to participate in this program, you must be a verified user when your referral link becomes active.

Users are under no circumstances allowed to impersonate by any means another person and use their identity to gain the referral income.



## **6. Who should you refer?**

Anyone who you think would enjoy using Luive.

Exclusions:

You cannot refer a user that already owns an account on Luive.

You cannot refer yourself.

You cannot refer a person that has been a previous user of the platform and is willing to create a new account.

You cannot refer a person that has breached Luive's Terms of Service.

You cannot refer a person that has been banned from Luive.com.

## **7. Referral benefits**

To thank you for sending us referrals, we offer you a bonus of 5% of the total Luives the new users would buy on the website if they successfully validated the new account.

All payments will be added to the specially designated area in your account, called Purchases.

All payouts from the referral program will be made every second Thursday in Luives, respecting the percentage. Please keep in mind that Luives are indivisible numbers. In case the bonus of 5% will represent numbers with decimals, only the whole numbers will count towards your referral program.

You will be paid the referral bonuses within 7 business days of the referral meeting qualifications, namely, the new verified user makes purchases on the website.

The person who makes the referral must still be a user of Luive to receive the bonus. If you wish no longer to be our user, keep in mind you cannot transfer your referral benefits to another account.

## **8. Additional referral rules**

Luive allows you to use referral links in a promotional manner including sharing them on other social media platforms.

Luive reserves the right to adjust the referral program, to add more interesting incentives, to abolish certain rewards, or to withdraw the policy. We will notify you about these changes in a clearly and timely manner. However, no change will deprive any users of the benefits already earned before the changes came into force.

Luive reserves the exclusive right to suspend user accounts found to violate our referral policy with or without notice at any time.

## 9. No Spam rule for referral program

You must comply with all up to date "SPAM" laws. For example, emails must be created and distributed in a personal manner and bulk email distribution is strongly discouraged. Any distribution of your referral link that could constitute unsolicited commercial email or "spam" under any applicable law or regulation is expressly prohibited and will be grounds for immediate termination of your account and exclusion from the Luive's referral program.

### Non-Permitted Usage

**Adult Services & Pornography** - Luive.com does not allow any exchange of child oriented or pornographic materials and services. We also do not allow any content that shows or implies **animals** into any **sexual** act.

**Inappropriate Behavior & Language** - Communication on Luive should be friendly, constructive, and creative. Luive condemns bullying, harassment, and hate speech towards others.

**Phishing and Spam** - Members' security is a top priority. Any attempts to publish or send malicious content with the intent to compromise another member's account or computer environment is strictly prohibited. Please respect our members' privacy by not contacting them with offers, questions, suggestions or anything which is not directly related to their content or interests.

**Privacy & Identity** - You may not publish or post other people's private and confidential information. Any exchange of personal information required for the completion of a service must be provided accordingly to our Platform. Verified Users that sell content confirm that whatever information they receive from the user who buys content, which is not public domain, shall not be used for any purpose whatsoever other than for the purchase.

Any users who engage and communicate outside Luive will not be protected by our Terms of Service.

**Authentic Luive Profile** - You may not create a false identity on Luive, misrepresent your identity, create a Luive profile for anyone other than yourself (a real person), use or attempt to use another user's account or information; Your profile information, including your description, interests, location etc., while may be kept anonymous, must be accurate and complete, and may not be misleading, illegal, offensive or otherwise harmful.

**Intellectual Property Claims** - Luive will respond to clear and complete notices of alleged copyright or trademark infringement, and/or violation of third party's terms of service.

**Fraud / Unlawful Use** - You may not use Luive for any unlawful purposes or to conduct illegal activities.

## **Abuse and Spam**

**Multiple Accounts** - To prevent fraud and abuse, users are limited to one active account. Any additional account determined to be created to circumvent guidelines, promote competitive advantages, or mislead Luive's community will be disabled. Mass account creation may result in disabling of all related accounts. Note: any violations of Luive's Terms of Service and/or our Community Standards is a cause for permanent suspension of all accounts.

**Targeted Abuse** - We do not tolerate users who engage in targeted abuse or harassment towards other users on Luive. This includes creating new multiple accounts to harass members through our message or ordering system.

**Selling Accounts** - It is completely forbidden to buy or sell Luive accounts.

## **Proprietary Restrictions**

The Platform, including its general layout, design and content, is exclusively owned by Luive and protected by copyright and trademark law. Luive®, Luives® are all registered trademarks owned exclusively by Luive. Users have no right, and specifically agree not to do the following with respect to the Platform or any part, component or extension of the Platform (including its mobile applications): (i) copy, transfer, adapt, modify, distribute or reproduce it, in any manner; (ii) reverse assemble, decompile, reverse engineer or otherwise attempt to derive its source code, underlying ideas, algorithms, structure or organization; (iii) modify or create derivative works; (iv) remove any copyright notice, identification or any other proprietary notices, or; (v) use the Platform in any manner that could damage, disable, overburden or impair the Platform or interfere with any other users' enjoyment of the Platform. Users also agree not to permit or authorize anyone else to do any of the foregoing.

## **Feedback Rights**

To the extent that you provide Luive with any comments, suggestions or other feedback regarding the Luive platform or the Platform as a whole, as well as other Luive products or services (collective, the "Feedback"), you will be deemed to have granted Luive an exclusive, royalty-free, fully paid up, perpetual, irrevocable, worldwide ownership rights in the Feedback. Luive is under no obligation to implement any Feedback it may receive from users.

## **Confidentiality**

Users that sell and buy content should recognize that there might be a need to disclose certain confidential information for the purpose of delivering content, and to protect such confidential information from unauthorized use and disclosure. Therefore, users agree to treat any information received as highly sensitive, top secret and classified material. Without derogating from the generality of the above, users specifically agree to (i) maintain all such information in strict confidence; (ii) not

disclose the information to any third parties; (iii) not use the information for any purpose except for delivering the ordered work; and (vi) not to copy or reproduce any of the information.

## **General use**

Luive reserves the right to put any account on hold or permanently disable accounts due to breach of these Terms of Service and/or our Community Standards or due to any illegal or inappropriate use of the Platform or services.

Violation of Luive's Terms of Service and/or our Community Standards may get your account disabled permanently.

Users with disabled accounts will not be able to sell buy on Luive.

Users who have violated our Terms of Service and/or our Community Standards and had their account disabled may contact our Customer Support team for more information surrounding the violation and status of the account.

Users must be able to verify their account ownership through Customer Support by providing materials that prove ownership of that account. LUIVE reserves the right to verify the authenticity of your identity and personal profile information using publicly available records and by requesting from you proof of identification or other relevant documents. You agree that LUIVE will have no liability arising from any information that is incorrectly verified.

Disputes should be handled by contacting Luive Customer Support.

Luive may make changes to its Terms of Service from time to time. When these changes are made, Luive will make a new copy of the terms of service available on this page.

You understand and agree that if you use Luive after the date on which the Terms of Service have changed, Luive will treat your use as an acceptance of the updated Terms of Service.

## **User Generated Content**

User Generated Content ("UGC") refers to the content added by users as opposed to content created by the Platform. All content uploaded on Luive by our users is User Generated Content. Luive does not check user uploaded/created content for appropriateness, violations of copyright, trademarks, other rights or violations. We invite everyone to report violations together with a proof of ownership as appropriate. Reported violating content may be removed or disabled.

Furthermore, Luive is not responsible for the content, quality or the level of service provided by the Users. We provide no warranty with respect to the generated content, its delivery, any communications between users. We encourage users to take advantage of our Level system, our community and common sense in choosing appropriate services.

Note that it is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.

## **Ownership**

Ownership and limitations: When purchasing content on Luive, when the content is delivered, and subject to payment, the user that buys content is granted all intellectual property rights, including, but not limited to, copyrights for the work delivered from the verified users that sell content and the last one waives any and all moral rights therein. All transfer and assignment of intellectual property to the verified users that buys content shall be subject to full payment for the Content and the delivery may not be used if the payment is cancelled for any reason. For removal of any doubt, in custom created content the delivered content shall be the exclusive property of the verified users that buys content and the verified users that sells content assigns all rights, title and interest in the delivered content for a Commercial Use License. This means that if you purchase the content for personal use, you will own all rights you require for such use and will not need the Commercial Use License. If you intend to use it for any charge or other consideration, or for any purpose that is directly or indirectly in connection with any business, or other undertaking intended for profit, you will need to buy the Commercial Use License and you will have broader rights that cover your business use.

Furthermore, users agree that unless they explicitly indicate otherwise, the content users voluntarily create/upload to Luive, including texts, photos, videos, usernames, user photos, user videos and any other information, including the display of delivered content, may be used by Luive for no consideration for marketing and/or other purposes.

## **Intellectual property right**

You must be the owner of the content you post or share, images, or videos in which you appear. Only authentic content for which you have the right to use must be posted on the Platform.

Please note though that by posting, uploading or sending Content on LUIVE you acknowledge and warrant to us that:

- you are either the exclusive author or owner of that Content; or
- you have been granted a license that allows you to use, post or upload the Content; or
- you have obtained appropriate consent or authority to use, post or upload such Content.

Beside the creator's content, all the material is protected by patents, intellectual property, property rights laws, trademarks, international copyright, trade secret and shall not be used or duplicated outside the Platform.

## **User indemnification**

When using LUIVE and creating an account, you agree to hold harmless and indemnify all of the Luive group, agents, representatives, successors and assign against and from all and any claims, causes of action, suits, demands, judgments, actions, proceedings, damages, losses, liabilities, costs and expenses with no limitation and including attorneys' fees and legal costs, that may come out of the following:

- The way you use LUIVE, its features and the services it provides.
- Transactions or interactions between you and any other user on the Platform;
- All the user content posted, created or published that is made available on LUIVE;
- Violating the terms and conditions or any applicable law.

LUIVE is the agent of each content creator and user on the Platform and takes full responsibility in making sure that all payouts leave the Platform through trusted payment platforms. The users are responsible as independent contractors of meeting all the respective legal or statutory laws and obligations based on the country of residence and taxation.

That means each user that requests and is granted a payout by LUIVE, is responsible for paying the taxes that are properly demanded by the regulatory authority that he/she is bound to.

If a user fails to meet these obligations, then the users shall indemnify LUIVE for any loss or expenses, considering management time and costs that are a consequence incurred by LUIVE.

## **Commercial Use License**

By purchasing a "Commercial Use License", the Verified users that sell content grants you a perpetual, exclusive, non-transferable, worldwide license to use the purchased delivery for Permitted Commercial Purposes. For the avoidance of doubt, the Verified users that sell content retain all ownership rights. "Permitted Commercial Purposes" means any business related use, such as (by way of example) advertising, promotion, creating web pages, integration into product, software or other business related tools etc., and strictly exclude any illegal, immoral or defamatory purpose. This License is subject to Luive's Terms of Service. There is no warranty, express or implied, with the purchase of this delivery, including with respect to fitness for a particular purpose. Neither the Verified users that sell content nor Luive will be liable for any claims, or incidental, consequential, or other damages arising out of this license, the delivery or your use of the delivery.

## **Disclaimer of Warranties**

YOUR USE OF THE PLATFORM, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM IS AT YOUR OWN RISK. THE PLATFORM, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER LUIVE NOR ANY

PERSON ASSOCIATED WITH LUIVE MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE PLATFORM.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Limitation on Liability**

IN NO EVENT WILL LUIVE, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE PLATFORM, ANY PLATFORMS LINKED TO IT, ANY CONTENT ON THE PLATFORM OR SUCH OTHER PLATFORMS OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM OR SUCH OTHER PLATFORMS, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

IN ACCEPTING LIABILITY AS THE LIMITED AUTHORIZED PAYMENT COLLECTION AGENT OF SELLER, LUIVE AND ITS AFFILIATES ASSUME NO LIABILITY FOR ANY ACTS OR OMISSIONS OF SELLER.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER THE APPLICABLE LAW.

### **Waiver and severability**

No waiver of any term or condition set out 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 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 held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

### **Dispute resolution**

You and LUIVE agree that these Terms shall be governed by and construed under the laws of Romania (without regard to the conflict of law's provisions thereof) and that any dispute between you and LUIVE concerning LUIVE or arising out of, or related to these Terms shall be resolved exclusively in the courts of Romania.

Except where prohibited by applicable law, any claim, or cause of action by you concerning LUIVE, or arising out of, or related to these Terms must be filed within one year after such claim, or cause of action arose, or it should be forever barred.

Last updated on 15th of September 2020.