

Terms of Service for Around App

1. Acceptance of Terms

By downloading, installing, accessing, or using the Around mobile application ("App"), you agree to be bound by these Terms of Service ("Terms"). If you do not agree to these Terms, do not use the App.

2. Description of Service

Around is a proximity-based social discovery application that allows users to discover and connect with other users nearby through Bluetooth technology. The App enables users to create profiles, share limited personal information, and connect with other users.

3. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AROUND AND ITS PARENT COMPANY, SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR PERSONAL INJURY, LOSS OF LIFE, THEFT, STALKING, FINANCIAL LOSS, PROPERTY DAMAGE, LOSS OF PROFITS, LOSS OF DATA, OR OTHER INTANGIBLE LOSSES, RESULTING FROM:

- (i) YOUR USE OF OR INABILITY TO USE THE APP;
- (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE APP, INCLUDING ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES;
- (iii) ANY CONTENT OBTAINED FROM THE APP; OR
- (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.

4. Release of Liability and Indemnification

You hereby release Around, its parent company, subsidiaries, affiliates, officers, employees, agents, partners and licensors from any claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with your use of the App, including but not limited to any interactions with other users.

You agree to defend, indemnify and hold harmless Around, its parent company, subsidiaries, affiliates, officers, employees, agents, partners and licensors from and against any and all claims,

damages, obligations, losses, liabilities, costs or debt, and expenses arising from your use of and access to the App.

5. User Safety and Security

While Around provides tools to connect users, it does not guarantee the conduct of any users. You are solely responsible for your interactions with other users. You understand that Around does not conduct criminal background checks or screenings on its users.

You agree to take reasonable precautions in all interactions with other users, particularly if you choose to meet in person. You should not provide your financial information, transfer money, or send valuable items to other users.

6. No Guarantee of Service

Around provides the App on an "as is" and "as available" basis without any warranties of any kind. Around does not guarantee that the App will always be safe, secure, or error-free, or that the App will always function without disruptions, delays, or imperfections.

7. User Content

You are solely responsible for the content you post on the App. You agree not to post content that is unlawful, misleading, malicious, harassing, defamatory, or otherwise objectionable.

Around reserves the right, but has no obligation, to monitor or remove any content that violates these Terms.

8. Zero Tolerance for Abusive Content

Around has a strict zero-tolerance policy regarding abusive content. Users are prohibited from posting, sharing, or transmitting any content that:

- Harasses, threatens, embarrasses, or targets other users
- Contains hate speech or promotes discrimination based on race, ethnicity, national origin, religion, gender, gender identity, sexual orientation, age, or disability
- Contains sexually explicit or pornographic material
- Depicts or promotes violence or illegal activities
- Infringes on the rights of others, including intellectual property rights
- Violates any applicable laws or regulations
- Contains malware, viruses, or other malicious code

Around reserves the right to immediately terminate the accounts of users who violate this policy and remove any abusive content without prior notice. We may also report seriously harmful content to relevant authorities when appropriate.

9. Privacy

Our Privacy Policy, which is incorporated by reference into these Terms, explains how we collect, use, and disclose information about you.

10. Account Termination

Around reserves the right to terminate or suspend your account and access to the App at any time, without prior notice or liability, for any reason whatsoever, including without limitation if you breach these Terms.

11. Modifications to the Service

Around reserves the right at any time to modify or discontinue, temporarily or permanently, the App or any part thereof with or without notice.

12. Governing Law

These Terms shall be governed by the laws of the jurisdiction in which Around's parent company is headquartered, without regard to its conflict of law provisions.

13. Changes to Terms

Around reserves the right, at its sole discretion, to modify or replace these Terms at any time. It is your responsibility to check these Terms periodically for changes.

14. Contact Information

If you have any questions about these Terms, please contact us at support@aroundsocialapp.com.

15. Modifications to Terms of Service

Around reserves the right to change these Terms of Service at any time without prior notice. Changes will be effective immediately upon posting to the App. Your continued use of the App after any changes to the Terms constitutes your acceptance of the new Terms. It is your responsibility to regularly review these Terms to stay informed of updates. If you do not agree with the revised Terms, you must stop using the App.

By using the App, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.