



## Lunch Actually Pte Ltd's Agency Policy

The SERVICE is provided by LUNCH ACTUALLY PTE. LTD. ("LA"), whose address is at:

**SG:** 51 Cuppage Road #10-07 (S) 229469, with corporate bank account in United Overseas Bank Ltd 101-3484-231.

**KL:** Suite A-29-10, Menara UOA Bangsar, No. 5, Jalan Bangsar Utama 1, Bangsar 59000 Kuala Lumpur, with corporate bank account in Malayan Banking Berhad 514721120797.

**PG:** Penthouse 1-21-7, SUNTECH @ Penang Cybercity, Lintang Mayang Pasir 3, 11950 Bayan Baru, Penang, with corporate bank account in Malayan Banking Berhad 514721120797.

**HK:** 1202B-03, 12/F, Regent Centre, 88 Queen's Road, Central, Hong Kong, with corporate bank account in Hongkong and Shanghai Banking Corporation 8084-5533-1838-0000.

**JKT:** Wisma Keiai #08-06, Jl Jend Sudirman Kav. 3, Jakarta 10220, with corporate bank account in Bank Central Asia 5255353176.

### TYPE OF SERVICE PROVIDED

This lunch dating service is a way for single adults to meet each other through individualized services designed to provide one-to-one introductions through a process that includes but not limited to the following:

- (a) Consulting with you to determine the personal qualities and other criteria for an acceptable candidate
- (b) To pre-screening of dates
- (c) Searching and referring of of suitable matches
- (d) Coordinating of matches with the booking of restaurants;
- (e) the obtaining of feedback of the dates,
- (f) advising to the extent requested by the client deemed by LA to be appropriate on matters such as dating and relationships **(the "SERVICE")**.

### AGREE TO ABIDE BY TERMS OF SERVICE AGREEMENT

If you join as a member, LA provides the SERVICE to you subject to the following terms and conditions **(the "TERMS")**. In addition, when using the SERVICE you and LA will be subject, effective upon notice to you (whether by post or email), to any guidelines or rules **(the "GUIDELINES")** applicable to the SERVICE which LA may communicate to you from time to time. The GUIDELINES shall be deemed part of the TERMS.

Unless explicitly states otherwise, any new features that augment or enhance the SERVICE will be subject to the TERMS.

### ELIGIBILITY: MINORS AND MARRIED PERSONS MAY NOT BECOME MEMBERS



If you become a Member, you represent and warrant that you are at least 21 years old and single ("single" means either you are unmarried, widowed or divorced).

If you become a Member, you represent and warrant that you are and single ("single" means either you are unmarried, widowed or divorced. A person is considered divorced if the final Court Order or its equivalent has been granted for the dissolution of the marriage").

Your membership for the SERVICE is for your sole, personal use. You may not authorize others to use your Membership and you may not assign or otherwise transfer your account to any other person or entity.

#### **DISCLAIMER OF LIABILITY**

LA is not liable to the users of the SERVICE for the conduct of or information provided by the other members of LA. Nor is LA responsible for any damage to a person, arising out of the use of the SERVICE. The users and members acknowledge that they assume all risk and or responsibility for any loss or damage arising from the use of the SERVICE.

#### **DISCLAIMER OF WARRANTIES**

You expressly understand and agree that:

(a) LA makes no warranty that the SERVICE will meet your requirements and/or expectations and/or that any SERVICE provided by the company will lead to a successful match and or resulting relationship.

(b) No advice or information, whether oral or written, obtained by you from LA through or from the SERVICE shall create any warranty not stated in the terms.

(c) LA cannot guarantee that each Member is at least the required minimum age or single, nor do we accept responsibility or liability for any content, communication or access of the SERVICE by persons under the age of 21 in violation of THIS AGREEMENT.

(d) It is possible that other members or users of the SERVICE may attempt to provide, disseminate, communicate or transmits offensive or obscene content and materials and that you may be involuntarily exposed to such offensive or obscene content or materials. If such an event occurs, LA does not and cannot accept responsibility or liability for such acts of others in violation of this AGREEMENT.

(e) It is also remotely possible for others for others to obtain personal information about you due to your use of the SERVICE, and that the recipient may use such information to harass and injure you. While LA will do its best to maintain the confidentiality of all personal information all personal information/membership data, LA is not responsible for the use of any confidential personal information inadvertently disclosed by LA or disclosed by LA as required by the law, or confidential personal information that you disclose while a member and/or while you use the SERVICE. Please carefully select the type of information you voluntarily disclose or release to other members and other persons. LA specifically disclaims any and all liability, regardless of the form of action, for the acts or omission of other members and/or users (including unauthorized users and/or third parties of the SERVICE).

#### **PRIVACY**

(a) LA will not share any information about you without your prior specific written consent other than in connection with the SERVICE and any verification checks done for background or marital status. For verification checks, the organization providing the verification service for LA will be provided with the basic



necessary details about you in order to perform the service. The organization providing the verification service will also be obligated to LA to keep all information provided to them confidential and private.

(b) Members of LA will be provided only with general information and description of yourself prior to the date/appointment. They would not be provided with your contact details or your photo unless you have given LA the permission to do so. Any information you give us that is not for display to other members will be kept strictly private.

(c) Your individual use of the SERVICE and your interaction with other members through LA will be kept strictly private, unless you give your prior specific written consent, provided, however, that LA may be required to disclose information relating to you to legal authorities if they have the proper authorization (such as a search warrant or court order).

(d) LA will not, at any time during and after the term of THIS AGREEMENT sell or otherwise share your name, email address, or other personal information with any other non-LA owned or non-LA related business or marketing campaign without your written permission.

### **YOUR REGISTRATION INFORMATION MUST BE ACCURATE, CURRENT AND COMPLETE**

If you become a member, you agree to:

(a) provide true, accurate, current and complete information about yourself as prompted by the SERVICE's profile form (such information to be known as the "**REGISTRATION DATA**"); and

(b) maintain and promptly update the REGISTRATION DATA to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, LA has the right to suspend or terminate your membership and refuse any and all current or future use of the SERVICE without compensation.

(c) LA reserves the right to do any number of background or marital status checks on you at any time of the PERIOD duration.

### **MEMBER'S CONDUCT**

If you become a member, you agree that:

(a) You are solely responsible for your conduct and for the information you provide to LA or transmit to other members.

(b) You will not transmit to other members or employees of LA or the general public any defamatory, inaccurate, abusive, obscene, profane, offensive sexually oriented, threatening, harassing, racially offensive, religiously offensive, illegal material, or any material that infringes or violates other members' or LA employees' or LA's rights (including but not limited to, intellectual property rights, and rights of privacy and publicity). Please notify LA in writing about conduct or material from other members which you believe infringes these rules. In the event you abuse or threaten employees of LA verbally and/or physically, LA reserves the right to take legal actions against you.

(c) You will use the SERVICE in a manner consistent with any and all applicable laws and regulations.

(d) You will not impersonate any person or entity.