

AIMM Terms of Service

“**AIMM**’s place in the process is only to do it’s best to craft-fully, respectfully, and artistically guide each person to a first meeting.”

Before you proceed to review our agreement, please note that you must be at least 18 years of age to access and to use our service. Any use of the service is void where prohibited. Please read more below.

AIMM is pleased to welcome you to a breakthrough methodology for providing romantic introductions through the use of our automated service. This service has been put together with great care and with a view to what is missing in the process of the many dating websites in the marketplace. We believe that you will find this service to be the closest thing to having your own personal match-maker without the substantial cost, time and complexity.

By using your mobile phone to access our service, you are agreeing to all of the terms of this document (Terms of Service) as well as those of our Privacy Policy which can be seen on this app and which is incorporated into this document by this reference. Please make sure that you read each term of this document and of our Privacy Policy before you sign up to use our service.

If you do not agree with any of these Terms of Service or of our Privacy Policy, then do not use our app or service in any regard. These terms become an electronic contract meaning that each of their terms become binding on you thereafter. If you would like to receive a non-electronic copy of this agreement and our Privacy Policy, please contact us or send a letter with a self-addressed stamped envelope with sufficient postage to:

The Service

AIMM's goal is to provide a service for automated and intuitive romantic matchmaking for those who meet our requirements. In a world where true and caring matchmaking services are a rarity, **AIMM** provides a virtual hand-holding experience through its process of matching and facilitating an in-person romantic connection with another human being. Matching is done "automatically" without the need for browsing through galleries, engaging in chat, or figuring out when/how to operate a website. The service can be summed by saying "automatic pursuit" or "respectfully, one introduction at a time".

Our terms and privacy policy ("Agreements") may be modified or amended from time to time with such modifications

becoming effective upon their posting by **AIMM** in these Agreements.

By using our service, you agree that your receipt of our Agreements in electronic form is sufficient and constitutes consent to all of their terms and conditions. In order to withdraw your consent, you must cease using our service and terminate your account.

What AIMM Does

AIMM guides you through a series of questions to get to know you using an artificially intelligent voice (**AIMM**). After some time, you will become eligible for matching. Once eligible, **AIMM** will ask you for contact information and begin looking for matches for you. **AIMM** employs human-like methods, using common sense to “get to know you”, then put you together with people with whom you may be compatible.

Once those matches are found, **AIMM** will notify you through either your phone number or Apple’s Push Notifications (see Privacy Policy for more information). At some point and upon your next use of the **AIMM** app again, **AIMM** will ask if it’s okay to present these matches to you. If you are agreeable, **AIMM** will walk you through an easy audio introduction to each, letting you hear their voice (see Privacy Policy for more information).

Once complete, **AIMM** will ask you whether or not you would like to see more. **AIMM** continues to pace each step with your approval until a full introduction is made for each potential match. At some point, **AIMM** will ask you if you are “finally interested” and at that time, that particular match will become your primary focus.

Once a primary focus is established, **AIMM** will reach out to that person and perform a similar introduction to them in order to introduce you to that person. **AIMM** continues to facilitate the match, gaining approval gradually from both sides. Once both parties agree to continue and to speak with each other, **AIMM** will ask for contact information from the prospect, then gather times you may call. **AIMM** will help you facilitate a first phone call, while also guiding you and the prospect to set up a first date.

No Guarantees

AIMM will do it's best to facilitate the first phone call and first date, however it **makes no guarantees as to the success or occurrence of the first phone call, or the success or occurrence of the first date.** For various reasons, either party may choose not to continue outside of **AIMM**'s control. **AIMM**'s place in the process is only to do it's best to craft-fully, respectfully, and artistically guide each person to a first meeting.

Connections with other users of AIMM's service

WE ARE INFORMING YOU OF THE FACT THAT YOU ARE COMPLETELY RESPONSIBLE FOR YOUR CONNECTIONS IN ANY FORM WITH OTHER USERS OF THE SERVICE OF AIMM. THE COMPANY DOES NOT CONDUCT CRIMINAL SCREENINGS OR OTHER BACKGROUND CHECKS ON ITS USERS. AIMM DOES NOT INVESTIGATE THE BACKGROUNDS OF ANY OF ITS USERS NOR DOES IT VERIFY THE TRUTH OF ANY OF THE STATEMENTS THAT ARE MADE DURING THE COURSE OF THE USAGE OF AIMM'S SERVICE. AIMM IS NOT IN ANY POSITION AND CANNOT PROMISE ANY PARTICULAR RESULT OF COMPATIBILITY WITH ANY OTHER USER BUT TO USE THE DATA COLLECTED IN ORDER TO SEPARATE THE LIKELY GOOD MATCHES FROM THOSE THAT ARE NOT. WITH THIS IN MIND, THE COMPANY RESERVES THE RIGHT TO ORDER OR CONDUCT A BACKGROUND CHECK AT ANY TIME FOR THE SAFETY OF OUR USERS.

Introductions occur in multi-tiered fashion

Introductions to prospects occur in a multi-tiered fashion and include several angles of presentation in order to “capture the essence” of a person. Careful evaluation has gone into every match, and matches are determined using common-sense approaches.

No commercial use of our service is allowed as the methodology has been developed specifically for personal use only. You may not use any information learned in conjunction with your use of our service in connection with any advertising or soliciting the sale of any products or services whatsoever, in any manner at any time.

Business or commercial organizations may not use our service for any purpose at any time. **AIMM** will investigate illegal and/or unauthorized uses of the service and will prosecute each such unauthorized use or user to the fullest extent of the law at all times.

To Cancel

If you would like to stop using the services of **AIMM**, you may discontinue service at any time. **You will do this by saying “question” when AIMM asks you any question, and thereafter saying “deactivate account”.**

Payment

AIMM provides its services for a monthly service fee. The specific fees are determined at the time of offering the service. **Payments will be collected via Credit Card only and will be automatically renewed monthly** until either 1) You explicitly give permission or request to **AIMM** that your service be cancelled, or 2) **AIMM** ends your service in accordance with these Terms of Service. **You may re-**

quest cancellation of your account at any time by saying “question” when AIMM asks you a question, and then saying “deactivate account” – see above. Once that cancellation occurs, **AIMM** will continue to bill for the rest of your billing cycle (1-month timeframe from start day of your billing).

You may reactivate your service again at any time by using **AIMM** and then answering “yes” when **AIMM** informs you that your account is cancelled and asks if you would like to re-activate.

Refund Policy

If you encounter technical issues with **AIMM** and desire a refund, please use **AIMM**'s contact support ability to request the refund. **Say “question” when AIMM is asking you a question, and then say “contact support”.** As mentioned before, **AIMM** does not guarantee the success of any romantic relationships facilitated by it as there are too many other factors that could determine the outcome of the relationship, all of which are outside of **AIMM**'s control. If you are involved in a situation where you believe a refund is appropriate, please reach out to **AIMM** support using the above methodology and let us know why.

Spamming & Fake Profiles

Fake profiles, or spamming-intended profiles are a common problem for dating websites and apps. However, because of the nature of the system in which significant time and interaction with an artificial voice is required to create a profile and much time is needed before prospects are introduced, **spam is reduced automatically by nature of the system.** **AIMM** will never knowingly introduce fake profiles to boost service. **AIMM** operates in a way in order to foster genuine, honest and long-term relationships for its clients. Additionally, all of the **AIMM** methodology is meant to provide a special and unique experience to those in search of that “special someone”.

Misc.

If you decide to use our service, you are representing and warranting to **AIMM** and its clients that you have never been convicted of a felony and that you are not currently nor are you required to register as a sex offender with any federal, state or local governmental entity.

If your orientation is incorrect

If at any time during the use of the app, you would like to change orientations and begin dating members of a different sex, or both sexes, **say “question” when AIMM asks you a question, then say “I want women” or “I want men” or “I want men and women”.**

If service is taking too long

Matchmaking is a process that requires some patience. **AIMM** is designed to search for the best prospects for you. **You can rest assured that AIMM is continuing to look for prospects for you**, even during those times it is not presenting matches. You are encouraged to continue working with **AIMM** until matches come in, by answering questions, logging into the app as much as possible, and interacting with **AIMM**.

Governing Law

These Terms of Service shall be governed by laws of the State of Colorado. The sole means of resolving any disputes or claims arising out of or relating to our Agreement or the service will be **binding arbitration** administered by the American Arbitration Association under the Consumer Arbitration Rules and brought in Denver, Colorado.

The one exception to mandatory arbitration pertains to your right to bring an individual claim against the Company in a small claims court of competent jurisdiction, in Denver, Colorado. Regardless of whether you select arbitration or small claims court, you may not under any circumstances commence or maintain any class action, class arbitration or other representative action or proceeding against the

Company. Note that you are giving up your right to go to court to assert or defend any claims between you and the Company (but for small claims court matters).

Any proceeding to enforce this arbitration agreement may be commenced in any court of competent jurisdiction as long as such proceeding is commenced in the federal or state courts located in the City and County of Denver. You hereby irrevocably consent to the jurisdiction of these courts for such purposes.

Entire Agreement

These Terms of Service and our Privacy Policy constitute the entire agreement between you and **AIMM** and governs your use of the service. This agreement supersedes any prior oral or written agreements between you and **AIMM** with respect to any similar subject matter.

Changes to Agreement

A change to our Agreements will be conveyed to each user via the use of the service provided by **AIMM**. Please note that this will be the sole method of distributing changes to **AIMM**'s Terms of Service and to its Privacy

Policy.

AIMM may modify or discontinue the app or service either wholly or partially with or without notice. You agree that the Company will not be liable to you or to any 3rd party for such change.

No Background Checking

As you have read above, **AIMM** does not perform official background checking for or about its users, such as criminal or personal history checks with any sources whatsoever. However, we do perform extensive personality assessments as a result of various forms of questions, including open-ended questions, and other techniques to determine the credibility, reliability, and fitness of a person for dating as a natural process in getting to know the user being matched to him/her.

In addition, users are not entered into the matching pool for a significant time upon using the service, a system which does not allow for quick profile creation with dishonest intentions. **AIMM**'s system will use its best efforts to naturally and automatically remove accounts of persons who are attempting to join **AIMM** for reasons that are not in keeping with the goals and objectives of **AIMM** for matchmaking services exclusively to assist its clients to find the "person of their dreams."

Intellectual Property Ownership

AIMM owns all of the proprietary rights in and to its trade secrets, website, the service, the coding, our trademarks, trade names, all designs for company material including websites, and other material, services marks, copyrights, content and all of the other information developed by the Company.

As the result, you may not utilize any of such intellectual property without the prior express written consent of **AIMM**. You may not modify, create derivatives of any of such intellectual property, nor reproduce, copy, make any use of any of such intellectual property. Additionally, you agree not to remove, obscure or otherwise alter any proprietary notices appearing on any content, including copyright, trademark and other intellectual property notices.

Cancellation

AIMM may choose to cancel your account at any time, for any reason, for example: if you have violated our Agreements; or for any other reason deemed appropriate by **AIMM**.

Misuse of our service that may result in the investigation and/or termination of your use of the service will also in-

clude the following:

- a. behavior in a way that is inappropriate or unlawful with any of the other users of our service;
- b. Impersonation of any person or entity in any way at any time;
- c. Solicitation of money or financial information from AIMM's users;
- d. Stalking or harassing any of our users; or
- e. Directly or indirectly stating that anything that is said by you is endorsed by **AIMM** at any time;

If such a cancellation has occurred, you will be notified by **AIMM**, and your billing will end at the end of your billing cycle. You may also cancel your account at any time using the procedure described above, which will constitute an ending of this agreement at the end of your billing cycle.

Ages Allowed for Service

Persons under the age of 18 are not permitted to use AIMM's services under any conditions. **AIMM** fully understands how frustrating it is to be under-age and denied service. It is not **AIMM's** intention to exclude anyone who is eligible to use its services. However, because of the laws of most states and of the US Government, **AIMM** does not provide service to minors (those under the age of 18 years of age).

AIMM also wishes to respect and respond to parent's concerns and legal responsibilities for the activities and appropriateness of their minor children. Therefore, **AIMM** will disallow its service for minors. Once that minor has reached the age of 18, by all means they are encouraged to sign up for the service.

AIMM does its best to identify and distinguish under-age applicants. **AIMM** will rely on the representations of these individuals as its way to identify ineligible participants in its service. Additionally, **AIMM** puts industry standard protections in place to eliminate the possibilities of under-age usage.

Conduct of Users of AIMM's Services

AIMM is not responsible for the conduct of any user at any time whether in person, telephonically, nor online. The Company is not directly nor indirectly liable or otherwise responsible for damages of any nature nor at any time, costs, fees, or losses relating to or arising out of your conduct or others in connection with the use of our service. This waiver of liability specifically includes bodily injury, emotional distress, death and/or any other damages that may result from either communications or meetings with those who you may meet by using our service. We suggest that you take all necessary precautions in regard to communications, money transfer issues, release of any personal or financial information, and all other personal in-

formation unless and until you develop a sense of trust in which you feel warrants this type of disclosure. We suggest that you go very slowly in this regard! Once released, all of such information may be used in ways that could be detrimental to you personally and financially.