Welcome to CarpeDM, operated by Carpe Diem Social LLC (“us,” “we,” the “Company” or “CarpeDM”).

1. Acceptance of Terms of Use Agreement.

By accepting these Terms of Use, creating a CarpeDM account, and or using the CarpeDM video communication and message app (CarpeDM Messaging), whether through a mobile device, mobile application or computer (collectively, the “Service”) you agree to be bound by (i) these Terms of Use, (ii) our Privacy Policy, and (iii) our Community Guidelines each of which is incorporated by reference into this Agreement, and (v) any terms disclosed to you if you purchase or have purchased additional features, products or services we offer on the Service (collectively, this “Agreement”). If you do not accept and agree to be bound by all of the terms of this Agreement, then you may not use the Service.

We may make changes to this Agreement and to the Service from time to time. We may do this for a variety of reasons including to reflect changes in or requirements of the law, new features, or changes in business practices. The most recent version of this Agreement will be posted on the Service under Legal and also on Terms of Use, and you should regularly check for the most recent version. The most recent version is the version that applies. If the changes include material changes that affect your rights or obligations, we will notify you in advance of the changes by reasonable means, which could include notification through the Service or via email. If you continue to use the Service after the changes become effective, then you will be required to agree to the revised Agreement. You agree that any revised Agreement shall supersede any prior agreements (except as specifically stated herein), and shall govern your entire relationship with CarpeDM, including but not limited to events, agreements, and conduct preceding, during and after your acceptance of this Agreement.

2. Eligibility.

You must be at least 21-years-of age to create an account on CarpeDM and use the Service. By creating an account and using the Service, you represent and warrant that:

- you are at least 21 years-of-age and can form a binding contract with CarpeDM;
• you are not a person who is barred from using the Service under the laws of the United States or any other applicable jurisdiction—meaning that you do not appear on the U.S. Treasury Department’s list of Specially Designated Nationals or face any other similar prohibition;

• you will comply with this Agreement, including without limitation, CarpeDM’s Community Guidelines and all applicable local, state, national and international laws, rules and regulations; and

• you have never been convicted of or pled no contest to a felony, a sex crime, or any crime involving violence, and that you are not required to register as a sex offender with any state, federal or local sex offender registry.

3. Your Account.

In order to use CarpeDM, you need to become a member. Membership is not open to everyone. To become a member to access and use our Service, we may, but have no obligation to: (i) ask you to provide a form of government identification or other information or undertake additional checks designed to help verify your identity or background, (ii) screen members against third party databases or other sources and request reports from service providers, and (iii) where we have sufficient information to identify a member, obtain reports from public records of criminal convictions or an equivalent version of background checks in your local jurisdiction (if available and as permitted by applicable laws).

Once you become a member, you may sign in using your Facebook login. If you do so, you authorize us to access and use certain Facebook account information, including but not limited to your public Facebook profile and information about Facebook friends you share in common with other CarpeDM users. For more information regarding the information we collect from you and how we use it, please consult our Privacy Policy located at: Privacy Policy.

You are responsible for maintaining the confidentiality of your login credentials you use to sign up for CarpeDM, and you are solely responsible for all activities that occur under those credentials. If you think someone has gained unauthorized access to your account, please immediately contact technical@carpedmdating.com.
4. Modifying the Service and Termination.

CarpeDM is always striving to improve the Service and bring you additional functionality that you will find engaging and useful. This means we may add new product features or enhancements from time to time as well as remove some features, and if these actions do not materially affect your rights or obligations, we may not provide you with notice before taking them. We may even suspend the Service entirely, in which event we will notify you in advance unless extenuating circumstances, such as safety or security concerns, prevent us from doing so.

You may terminate your account at any time, for any reason, by following the instructions in the “Menu” in the Service and by modifying your account in the membership portal at www.carpedmdating.com. However you may need to manage your in app purchases through your mobile device platform (e.g., iTunes, Google Play) to avoid additional billing.

CarpeDM may terminate your account at any time without notice if it believes that you have violated this Agreement. Upon such termination, you will not be entitled to any refund for purchases. After your account is terminated, this Agreement will terminate, except that the following provisions will still apply to you and CarpeDM: Sections 4, Section 5, and Sections 11 through 18.

5. Safety; Your Interactions with Other Users.

Though CarpeDM strives to encourage a respectful user experience, it is not responsible for the conduct of any user on or off of the Service. You agree to use caution in all interactions with other users, particularly if you decide to communicate off of the Service or meet in person. In addition, you agree to review and follow CarpeDM’s Safety Tips prior to using the Service. You agree that you will not provide your financial information (for example, your credit card or bank account information), or wire or otherwise send money, to other users.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS. YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. CARPEDM MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS. CARPEDM RESERVES THE RIGHT TO CONDUCT – AND YOU AGREE THAT CARPEDM MAY CONDUCT - ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS (SUCH AS SEX OFFENDER REGISTER SEARCHES) AT ANY TIME USING AVAILABLE PUBLIC RECORDS.

CarpeDM grants you a personal, worldwide, royalty-free, non-assignable, nonexclusive, revocable, and non-sublicensable license to access and use the Service. This license is for the sole purpose of letting you use and enjoy the Service’s benefits as intended by CarpeDM and permitted by this Agreement. Therefore, you agree not to:

- use the Service or any content contained in the Service for any commercial purposes without our prior, written consent;
- copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way any copyrighted material, images, trademarks, trade names, service marks, or other intellectual property, content or proprietary information accessible through the Service without CarpeDM’s prior, written consent;
- express or imply that any statements you make are endorsed by CarpeDM, without our prior, written consent;
- use any robot, bot, spider, crawler, scraper, site search/retrieval application, proxy or other manual or automatic device, method or process to access, retrieve, index, “data mine,” or in any way reproduce or circumvent the navigational structure or presentation of the Service or its contents;
- use the Service in any way that could interfere with, disrupt or negatively affect the Service or the servers or networks connected to the Service;
- transmit, distribute or upload programs or material that contain malicious code, such as viruses, time bombs, cancel-bots, worms, Trojan horses, spyware, or other malicious code or otherwise compromise the security of the Service;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted to or through the Service;
- “frame” or “mirror” any part of the Service without CarpeDM’s prior, written consent;
- use meta tags or code or other devices containing any reference to CarpeDM or the Service (or any trademark, trade name, service mark, logo or slogan of CarpeDM) to direct any person to any other website for any purpose;
- modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Service, or cause others to do so;
- use or develop any third-party applications that interact with the Service or other users’ Content or information without our prior, written consent;
• use, access, or publish the CarpeDM application programming interface without our prior, written consent;
• probe, scan or test the vulnerability of our Service or any system or network;
• encourage or promote any activity that violates this Agreement, without our prior, written consent; or
• violate any laws, regulations (including, without limitation, laws regarding the transmission of technical data or software exported from the United States of America), judicial or governmental order, any treaties or violate or infringe upon any intellectual property rights, rights of publicity or privacy, or any other rights of ours or of any other person, firm or enterprise.

The Company may investigate and take any available legal action in response to illegal and/or unauthorized uses of the Service, including termination of your account.

Any software that we provide you may automatically download and install upgrades, updates, or other new features. You may be able to adjust these automatic downloads through your device’s settings.

7. Rights You Grant CarpeDM.

By creating an account, you grant to CarpeDM a worldwide, transferable, sub-licensable, royalty-free, perpetual, irrevocable right and license to host, store, use, copy, display, reproduce, adapt, edit, publish, modify and distribute information you authorize us to access from Facebook, as well as any information you post, upload, display or otherwise make available (collectively, “post”) on the Service or transmit to other users (collectively, “Content”). CarpeDM’s license to your Content shall be non-exclusive, except that CarpeDM’s license shall be exclusive with respect to derivative works created through use of the Service. For example, CarpeDM would have an exclusive license to screenshots of the Service that include your Content. In addition, so that CarpeDM can prevent the use of your Content outside of the Service, you authorize CarpeDM to act on your behalf with respect to infringing uses of your Content taken from the Service by other users or third parties. This expressly includes the authority, but not the obligation, to send notices pursuant to the Digital Millennium Copyright Act (“DMCA”), 17 U.S.C. § 512(c)(3) (i.e., DMCA Takedown Notices) on your behalf if your Content is taken and used by third parties outside of the Service. Our license to your Content is subject to your rights under applicable law (for example laws regarding personal data protection to the extent any Content contains personal information as defined by those laws) and is for the limited
purpose of operating, developing, providing, and improving the Service and researching and developing new ones. You agree that any Content you place or that you authorize us to place on the Service may be viewed by other users and may be viewed by any person visiting or participating in the Service (such as individuals who may receive shared Content from other CarpeDM users).

You agree that all information that you submit upon creation of your account, including information submitted from your Facebook account, is accurate and truthful and you have the right to post the Content on the Service and grant the license to CarpeDM above.

You are solely responsible for all Content that you make available on or through the Service. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Content that you make available on or through the Service or you have all rights, licenses, consents and releases that are necessary to grant to CarpeDM the rights in and to such Content, as contemplated under this Agreement; and (ii) neither the Content itself nor your posting, uploading, publication, submission or transmittal of the Content or CarpeDM’s use of the Content (or any portion thereof) as contemplated under this Agreement will infringe, misappropriate or violate a third party’s patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You understand and agree that we may monitor or review any Content you post as part of a Service. We may delete any Content, in whole or in part, that in our sole judgment violates this Agreement or may harm the reputation of the Service.

When communicating with our customer care representatives, you agree to be respectful and kind. If we feel that your behavior towards any of our customer care representatives or other employees is at any time threatening or offensive, we reserve the right to immediately terminate your account.

In consideration for CarpeDM allowing you to use the Service, you agree that we, our affiliates, and our third-party partners may place advertising on the Service. By submitting suggestions or feedback to CarpeDM regarding our Service, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub- licensable and transferable license to such feedback to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise exploit in any manner such feedback to provide and/or promote the Service, in any media
or platform, now known or later developed and agree that CarpeDM may use and share such feedback for any purpose without compensating you.

You agree that CarpeDM may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary, such as to: (i) comply with legal process; (ii) enforce this Agreement; (iii) respond to claims that any Content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of the Company or any other person.


By using the Service, you agree that you will not:

- use the Service for any purpose that is illegal or prohibited by this Agreement;
- use the Service for any harmful or nefarious purpose;
- use the Service in order to damage CarpeDM;
- violate our Community Guidelines, as updated from time to time;
- send junk e-mail, chain letters, duplicative or unsolicited messages, or so-called "spamming" and "phishing" messages, solicit money from or defraud any users;
- impersonate any person or entity or post any images of another person without his or her permission.
- bully, “stalk,” intimidate, assault, harass, mistreat or defame any person.
- post or display any Content that violates or infringes anyone’s rights, including rights of publicity, privacy, copyright, trademark or other intellectual property or contract right.
- post or display any Content that is hate speech, threatening, indecent, vulgar, sexually explicit or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
- post or display any Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual.
- solicit passwords for any purpose, or personal identifying information for commercial or unlawful purposes from other users or disseminate another person’s personal information without his or her permission.
- use another user’s account.
- create another account if we have already terminated your account, unless you have our permission.
If you feel that any member you interact with, whether online or in person, is acting or has acted inappropriately, including but not limited to anyone who (i) engages in offensive, violent or sexually inappropriate behavior, (ii) you suspect of stealing from you, or (iii) engages in any other disturbing conduct, you should immediately report such person to the appropriate authorities and then to CarpeDM by contacting us with your police station and report number (if available). You agree that any report you make will not obligate us to take any action (beyond that required by law, if any).

CarpeDM reserves the right to investigate and/or terminate your account without a refund of any purchases and/or report such conduct to the proper authorities if you have violated this Agreement, misused the Service or behaved in a way that CarpeDM regards as inappropriate or unlawful, including actions or communications that occur on or off the Service.

9. Other Users’ Content.

Although CarpeDM reserves the right to review and remove Content that violates this Agreement, such Content is the sole responsibility of the user who posts it, and CarpeDM cannot guarantee that all Content will comply with this Agreement. If you see Content on the Service that violates this Agreement, please report it within the Service or via report@carpedmdating.com.

We respect the intellectual property of others, and we ask our users to do the same. Accordingly, CarpeDM has adopted the following Copyright Compliance Policy. If you believe your copyright has been infringed, the copyright owner (“Complaining Party”) should send notification to our Designated Agent (as identified below) immediately. To be effective, the notification must include:

a. A physical or electronic signature of the Complaining Party or such person authorized to act on behalf of the Complaining Party;
b. Identification of the copyrighted work claimed to have been infringed;
c. Information reasonably sufficient to permit us to contact the Complaining Party or such person authorized to act on behalf of the Complaining Party, such as address, telephone number and, if available, an electronic mail address at which the Complaining Party may be contacted;
d. Identification of the material that is claimed to be infringing or to be subject to infringing activity on the Complaining Party’s copyrighted work that is to be removed and information reasonably sufficient to permit us to locate such materials;

e. A statement that the Complaining Party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, agent, or by law; and

f. A statement that the information in the notification is accurate and, under penalty of perjury, the Complaining Party or such person authorized to act on behalf of the Complaining Party is the owner of an exclusive copyrighted work that is allegedly infringed.

Pursuant to the DMCA, our Designated Agent for notice of claims of copyright infringement can be reached as indicated below.

Designated Agent for Claimed Infringement:
N. Shelley
Carpe Diem Social LLC
Ph.: 202-848-2782
E-mail: info@carpedmdating.com

On notice, we will act expeditiously to review, and if necessary, to remove any Content that infringes the copyrights of others and will disable the access of anyone who uses the Service to repeatedly infringe the copyrights of others. Any such removal will be without liability to you or any other party, and the claims of the Complaining Party will be referred to the United States Copyright Office for adjudication as provided in the DMCA. We take protection of copyrights, both our own and others, very seriously.


Membership Subscription Purchases. In consideration for the use of the Service, CarpeDM charges for certain member subscription levels and may charge fees for member transactions through the Service (collectively "Service Fees"). Any applicable Service Fees, including any applicable Taxes (as defined below) will be displayed to a member at the time of purchase. CarpeDM reserves the right to change the Service Fees at any time, and will provide its members adequate notice of any fee changes before they become effective. You are responsible for paying any Service Fees that you owe to CarpeDM. For purposes of this
Agreement, "Taxes" means all taxes, charges, fees, levies, or other similar assessments imposed by the United States of America or any state, local or foreign government or agency thereof, or other political subdivision of the United States or any such government, and any interest, fines, penalties, assessments or additions to tax resulting from, attributable to or incurred in connection with any tax or any contest or dispute thereof.

In App Purchases. At some point in the future CarpeDM may offer products and services for purchase (“in app purchases”) through iTunes, Google Play or other application platforms authorized by CarpeDM (each, a “Software Store”). If you choose to make an in app purchase, you will be prompted to enter details for your account with your Software Store (“your IAP Account”), and your IAP Account will be charged for the in app purchase in accordance with the terms disclosed to you at the time of purchase as well as the general terms for in app purchases that apply to your IAP Account. Some Software Stores may charge you sales tax, depending on where you live. If you purchase an auto-recurring periodic subscription through an in app purchase, your IAP Account will continue to be billed for the subscription until you cancel. After your initial subscription commitment period, and again after any subsequent subscription period, your subscription will automatically continue for an additional equivalent period, at the price you agreed to when subscribing. If you do not wish your subscription to renew automatically, or if you want to change or terminate your subscription, you will need to log in to your IAP account and follow instructions to cancel your subscription, even if you have otherwise deleted your account with us or if you have deleted the CarpeDM application from your device. Deleting your account on CarpeDM or deleting the CarpeDM application from your device does not cancel your subscription; CarpeDM will retain all funds charged to your IAP Account until you cancel your subscription through your IAP Account.

CarpeDM Online Purchases.

If you choose to make a purchase through CarpeDM, you agree to pay CarpeDM all charges at the prices displayed to you for the service(s) you’ve selected as well as any sales or similar taxes that may be imposed on your payments, and you authorize CarpeDM to charge your chosen payment provider (your “Payment Method”). CarpeDM may correct any billing errors or mistakes that it makes even if it has already requested or received payment. If you initiate a chargeback or otherwise reverse a payment made with your Payment Method, CarpeDM may terminate your account immediately in its sole discretion.
You may access and modify your Payment Method information by logging into your member account through the Membership Portal at [www.carpedmdating.com](http://www.carpedmdating.com). If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not edit your Payment Method information or cancel your subscription, you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. This may result in a change to your payment billing dates. In addition, you authorize us to obtain updated or replacement expiration dates and card numbers for your credit or debit card as provided by your credit or debit card issuer. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method.

Refund Policy. All purchase transactions made through the Services, whether it includes membership for the Services, or purchasing online products, are subject to CarpeDM’s refund policy in effect at the time of purchase. Currently, CarpeDM’s refund policy is to not offer any refunds for purchases through the Services, except in CarpeDM’s sole and absolute discretion. Certain of CarpeDM’s subscriptions contain specific numbers of annual matches. If CarpeDM is unable to fulfill this requirement prior to the end of an annual term, then CarpeDM will extend the Services past the termination date until it fulfills the number of its matching obligation. We may make an exception on a case-by-case basis if a refund for a subscription offering is requested within fourteen days of the transaction date, or if the laws applicable in your jurisdiction provide for refunds. To make a refund request, please contact billing@carpedmdating.com with your member number.

For subscribers residing in Connecticut, North Carolina, and Ohio, the terms below apply:

You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed. In the event that you die before the end of your subscription period, your estate shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your death. In the event that you become disabled (such that you are unable to use the services of CarpeDM) before the end of your subscription period, you shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your disability by providing the company notice in the same manner as you request a refund as described below.

For subscribers residing in California:
You, the buyer, may cancel this agreement, without any penalty or obligation, at any time prior to midnight of the original contract seller’s third business day following the date of this contract, excluding Sundays and holidays. To cancel this agreement, mail or deliver a signed and dated notice, or send a telegram which states that you, the buyer, are canceling this agreement, or words of similar effect. This notice shall be sent to:

Carpe Diem Social LLC
4196 Merchants Plaza #517
Woodbridge, VA 22192
United States

For subscribers residing in Iowa:

NOTICE OF CANCELLATION
You may cancel this transaction, without any penalty or obligation, within three business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller’s expense and risk. If you do not agree to return the goods to the seller or if the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. To cancel this transaction, mail or deliver a signed and dated letter stating that you wish to cancel the Services to:

Carpe Diem Social LLC
4196 Merchants Plaza #517
Woodbridge, VA 22192
United States

For subscribers in Minnesota:

NOTICE OF CANCELLATION
If you do not want the Services described above, you may cancel your purchase by mailing or delivering a signed and dated copy of a cancellation notice to CarpeDM not later than midnight of three days following your purchase of Services. If you cancel, any payments made by you under the contract or sale, any property traded in, and any instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the written instructions of the seller regarding the return shipment of the goods at the seller’s expense and risk.

If the seller does not pick up the goods within 20 days of the date of your notice of cancellation, you may retain or dispose of them without any further obligation.

To cancel your transaction, mail or deliver a signed and dated cancellation notice to:

Carpe Diem Social LLC  
4196 Merchants Plaza #517  
Woodbridge, VA 22192  
United States

11. Disclaimers.

CARPEDM DOES NOT GUARANTEE THAT IT WILL FIND A MEMBER A LOVE MATCH. CARPEDM WILL PROPOSE MATCHES THAT MEET ITS MATCH CRITERIA AND ITS MINIMUM MATCH SCORE (WHICH IS SUBJECT TO CHANGE).

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF: (A) YOUR ACCESS TO AND USE OF THE SERVICE OR (B) YOUR PARTICIPATION IN ANY EVENT OR ANY OTHER INTERACTION YOU HAVE WITH OTHER CARPEDM MEMBERS WHETHER IN PERSON OR ONLINE, REMAINS ENTIRELY WITH YOU.
Neither CarpeDM nor any other party involved in creating, producing, or delivering the Service will be liable for any damages for personal or bodily injury or emotional distress arising out of or in connection with (i) this Agreement, (ii) from the use of or inability to use the Service, or (iii) from any communications, interactions or meetings with other members or other persons with whom you communicate, interact or meet with as a result of your use of the Service, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not CarpeDM has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose.

CARPEDM PROVIDES THE SERVICE ON AN “AS IS” AND “AS AVAILABLE” BASIS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICE (INCLUDING ALL CONTENT CONTAINED THEREIN), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. CARPEDM DOES NOT REPRESENT OR WARRANT THAT (A) THE SERVICE WILL BE UNINTERRUPTED, SECURE OR ERROR FREE, (B) ANY DEFECTS OR ERRORS IN THE SERVICE WILL BE CORRECTED, OR (C) THAT ANY CONTENT OR INFORMATION YOU OBTAIN ON OR THROUGH THE SERVICE WILL BE ACCURATE.

CARPEDM TAKES NO RESPONSIBILITY AND WILL NOT BE LIABLE FOR ANY CONTENT THAT YOU OR ANOTHER USER OR THIRD PARTY POSTS, SENDS OR RECEIVES THROUGH THE SERVICE. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK.

CARPEDM DISCLAIMS AND TAKES NO RESPONSIBILITY AND IS NOT LIABLE FOR ANY CONDUCT OF YOU OR ANY OTHER USER, ON OR OFF THE SERVICE.


The Service may contain sub-services, advertisements, and promotions offered by third parties and links to other web sites or resources. CarpeDM is not responsible for the
availability (or lack of availability) of such external websites or resources. If you choose to interact with the third parties made available through our Service, such party’s terms will govern their relationship with you. CarpeDM is not responsible or liable for such third parties’ terms or actions. In addition, the Service may provide links to third party Web sites and other resources that could be of interest to our members, including the Web sites of our advertisers. You understand, acknowledge and agree that these links are provided solely as a convenience to you and not as an endorsement by CarpeDM of the content, advertising or business practices (including the privacy policies) of such third party Web sites, whether CarpeDM’s logo or sponsorship identification is on the third party Web site, or whether such Web site conducts “framing,” which allows a user to access several Web pages or Web sites while still viewing a header or border from the Site. These third party Web sites may have different privacy policies and business practices than we do. CarpeDM does not endorse, verify, make any representations, or take responsibility for the content, truthfulness, accuracy, quality or completeness of the content or activities conducted on such third party Web sites. You understand and agree that the Service, CarpeDM, its affiliates, successors and assigns, and their respective officers, directors, shareholders, employees, representatives, agents, and operational service providers will not, under any circumstances, be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on the content, advertising or business practices of linked third party sites. If you decide to access and use linked third party Web sites, you understand, acknowledge, and agree that you do so entirely at your own risk. If any third party site obtains or collects personal information from you, in no event shall we assume or have any responsibility or liability. Please read our Privacy Policy, which describes how we collect and use your personal information.

13. Limitation of Liability.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CARPEDM, ITS AFFILIATES, EMPLOYEES, LICENSORS OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE, OR ENHANCED DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (I) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICE; (II) THE CONDUCT OR CONTENT OF OTHER USERS OR THIRD PARTIES ON, THROUGH OR FOLLOWING USE OF THE SERVICE; OR (III)
UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR CONTENT, EVEN IF CARPEDM HAS BEEN ADVISED AT ANY TIME OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL CARPEDM’S AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THE SERVICE OR THIS AGREEMENT EXCEED THE AMOUNT PAID, IF ANY, BY YOU TO CARPEDM DURING THE TWENTY-FOUR (24) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THAT YOU FIRST FILE A LAWSUIT, ARBITRATION OR ANY OTHER LEGAL PROCEEDING AGAINST CARPEDM, WHETHER IN LAW OR IN EQUITY, IN ANY TRIBUNAL. THE DAMAGES LIMITATION SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE APPLIES (i) REGARDLESS OF THE GROUND UPON WHICH LIABILITY IS BASED (WHETHER DEFAULT, CONTRACT, TORT, STATUTE, OR OTHERWISE), (ii) IRRESPECTIVE OF THE TYPE OF BREACH OF OBLIGATIONS, AND (iii) WITH RESPECT TO ALL EVENTS, THE SERVICE, AND THIS AGREEMENT.

THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS SECTION 13 SHALL APPLY EVEN IF YOUR REMEDIES UNDER THIS AGREEMENT FAIL WITH RESPECT TO THEIR ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.


Except where prohibited by applicable law all disputes between you and CarpeDM shall be decided by binding arbitration in accordance with this Section 14.

Overview. Arbitration is an alternative to litigation where a neutral person (the arbitrator) hears and decides the parties’ dispute. Arbitration proceedings are designed to provide parties with a fair hearing in a manner that is faster and less formal than court proceedings. The following procedures (the “Arbitration Procedures”) are applicable to all arbitration proceedings involving you and CarpeDM.

Pre-Arbitration Dispute Resolution. CarpeDM is always interested in resolving disputes amicably and efficiently. So before you commence an arbitration, we suggest that you
contact us to explain your complaint, as we may be able to resolve it without the need for arbitration. You may contact us at

Carpe Diem Social LLC  
4196 Merchants Plaza #517  
Woodbridge, VA 22192  
United States

The administrator for the arbitration is the American Arbitration Association (“AAA”), a non-profit organization that is not affiliated with CarpeDM. The AAA facilitates, but does not itself conduct, the arbitration. The arbitrator who will hear and decide your dispute will be chosen from the AAA’s roster of neutral arbitrators. For information on the AAA, please visit its website, https://www.adr.org. Information about the AAA’s rules and fees for consumer disputes can be found at the AAA’s consumer arbitration page, https://www.adr.org/Rules.

Applicable Rules. The arbitration will be governed by the AAA’s Consumer Arbitration Rules (the “AAA Rules”), as modified by these Arbitration Procedures. If there is any inconsistency between the AAA Rules and these Arbitration Procedures, the Arbitration Procedures will control. However, if the arbitrator determines that strict application of the Arbitration Procedures would not result in a fundamentally fair arbitration, the arbitrator may make any order necessary to provide a fundamentally fair arbitration that is consistent with the AAA Rules.

Commencing an Arbitration. To commence an arbitration against CarpeDM, you must complete a short form, submit it to the AAA, and send a copy to CarpeDM at

Carpe Diem Social LLC  
4196 Merchants Plaza #517  
Woodbridge, VA 22192  
United States

To learn more about commencing an arbitration and to obtain a form to institute arbitration, see the AAA’s claim filing page, https://www.adr.org/fileacase. You may represent yourself in the arbitration or have a lawyer (or some other representative) act on
your behalf. Upon receipt of an arbitration claim, CarpeDM may assert any counterclaims it may have against the complaining party.

Fees. You are responsible for paying your portion of the fees set forth in the AAA’s fee schedule for consumer disputes. If your claim against CarpeDM is for less than $1,000, we will pay all fees. If you believe you cannot afford the AAA’s fee, you may apply to the AAA for a fee waiver.

Selection of the Arbitrator. The parties, using the AAA’s standard procedures, will select a single arbitrator from a roster of neutrals prepared by the AAA.

Discovery. Each party may (a) request relevant, non-privileged documents from the other party; and (b) request that the other party provide the particulars of its claims or defenses. Any such discovery requests must be served on the other party within 10 days after the arbitrator’s appointment. The responding party shall provide the requesting party with all responsive, non-privileged documents, the requested particulars, and/or any objections to the requests within fifteen (15) days after receipt of the requests. Any disputes about discovery or requests for extensions shall be submitted promptly to the arbitrator for prompt resolution. In ruling on any discovery dispute or extension request, the arbitrator shall take into consideration the nature, amount, and scope of the underlying arbitration claim, the cost and other effort what would be involved in providing the requested discovery, the case schedule, and whether the requested discovery is necessary for the adequate preparation of a claim or defense.

Communications with the Arbitrator. Whenever communicating with the arbitrator, the parties must include each other – for example, by including the other party on a telephone conference call and copying the other party on any written submissions, such as letters or emails. To the extent practicable, conferences with the arbitrator will take place by telephone conference call or email. Ex parte communications are not permitted with any arbitrator.

Confidentiality. Upon either party’s request, the arbitrator will issue an order requiring that confidential information of either party disclosed during the arbitration (whether in documents or orally) may not be used or disclosed except in connection with the arbitration or a proceeding to enforce the arbitration award and that any permitted filing of confidential information must be done under seal.
Arbitration Award. The arbitrator will render a written decision within fourteen (14) days after the hearing or, if no hearing was held, within thirty (30) days after any rebuttal or supplemental statements are due. The decision must clearly specify the relief, if any, awarded and contain a brief statement of the reasons for the award.

Class Action / Jury Trial Waivers. To the maximum extent of the law, each party hereto expressly waives any right: (i) to be part of a class action against CarpeDM or (ii) to have any action filed against CarpeDM to be decided by a jury.

15. Governing Law.

Except where our arbitration agreement is prohibited by law, the laws of Washington D.C., U.S.A., without regard to its conflict of laws rules, shall apply to any disputes arising out of or relating to this Agreement, the Service, or your relationship with CarpeDM. Notwithstanding the foregoing, the Arbitration Agreement in Section 14 above shall be governed by the Federal Arbitration Act.


Except for claims that may be properly brought in a small claims court of competent jurisdiction in the county in which you reside or in Washington, D.C., all claims arising out of or relating to this Agreement, to the Service, or to your relationship with CarpeDM shall be submitted to arbitration under Section 14 above.

17. Indemnity by You.

You agree, to the extent permitted under applicable law, to indemnify, defend and hold harmless CarpeDM, our affiliates, and their and our respective officers, directors, agents, and employees from and against any and all third party complaints, demands, claims, damages, losses, costs, liabilities and expenses, including reasonable attorneys' fees, due to, arising out of, or relating in any way to your access to or use of the Service, your Content, or your breach of this Agreement.

18. Entire Agreement; Other.

This Agreement contains the entire agreement between you and CarpeDM regarding your relationship with CarpeDM and the use of the Service. If any provision of this Agreement is held to be invalid, the remainder of this Agreement shall continue in full force and effect.
The failure of CarpeDM to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. You agree that your CarpeDM account is non-transferable and all of your rights to your account and its Content terminate upon your death or when you close your account. No agency, partnership, joint venture, fiduciary or other special relationship or employment is created as a result of this Agreement and you may not make any representations on behalf of or bind CarpeDM in any manner.

The CarpeDM Service, including all content, media and materials, all software, code, design, text, images, photographs, illustrations, audio and video material, media files, artwork, graphic material, articles, databases, proprietary information, as well as any accompanying documentation or other materials, tangible or intangible, and all copyrightable or otherwise legally protectable elements of the Service, including, without limitation, the selection, sequence and 'look and feel' and arrangement of items, and all derivative works, translations, adaptations or variations of same, regardless of the medium, broadcast medium, format or form, now known or hereinafter developed or discovered, and regardless of where produced, on location, in a studio or elsewhere, in black-and-white or in colors, alone or in conjunction with other works, in any part of the world (all of the foregoing, individually and/or collectively, is referred to herein as "Copyrighted Content"), are the property of CarpeDM and/or its affiliates, and their authorized advertisers, licensors, suppliers, service providers, promotional partners and/or sponsors.

All Copyrighted Content on the Service is legally protected, without limitation, under U.S. Federal and State, as well as applicable foreign laws, regulations and treaties. During the Term of this Agreement, CarpeDM authorizes you to access Copyrighted Content and grants you the right to use the Service solely for your non-commercial, non-exclusive, non-assignable, non-transferable and limited personal use and for no other purpose whatsoever. You must not alter, delete or conceal any copyright or other notices contained on the Service including notices on any Copyrighted Content you display, print or reproduce from the Service. Unless we explicitly and specifically notify you otherwise in writing, you shall not, nor will you allow any third party (whether or not for your benefit) to reproduce, modify, create derivative works from, display, perform, publish, distribute, sell, upload, transmit, disseminate, broadcast or circulate to any third party (including, without limitation, on or via a third party Web site) or otherwise use, any Copyrighted Content without the express prior written consent of CarpeDM. Any unauthorized or
prohibited use of any Copyrighted Content, including use in contravention of this Agreement, may subject you to civil liability, criminal prosecution, or both.

The brands, names, logos, trade names, trademarks, service marks and other distinctive identifications (collectively "Marks") on or of the Service are the intellectual property of and proprietary to CarpeDM, its advertisers, suppliers and others with whom CarpeDM may do business. You have no right to use any of these Marks or any confusingly similar marks for any purpose without the express, prior, written consent of CarpeDM. You may not use any meta tags or any other "hidden text" utilizing the Marks without our express written consent.

A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.