

Terms and Conditions

Last updated: October 17, 2020

Please read these Terms and Conditions ("Terms," "Terms and Conditions") carefully before using the Halo Social Meetup mobile application (the "Service") operated by Hallo LLC DBA Halo Social Meetup ("us," "we," or "our").

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, and others who wish to access or use the Service. Hallo LLC DBA Halo Social Meetup acknowledges the term "user" detracts from the human aspect, so henceforth the term "People" shall be used when referring to human beings in the plural using the Service, and "Person" when referring to a singular human being using the Service.

By accessing or using the Service, you agree to be bound by these Terms. If you disagree with any part of the terms, then you do not have permission to access the Service.

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Communications

By creating an Account on our Service, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt-out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send.

Subscriptions

Some parts of the Service, if you are a business, are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on a recurring and periodic basis ("Billing Cycle"). Billing cycles are set on a monthly basis.

At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel your Subscription or Hallo LLC DBA Halo Social Meetup cancels your Subscription. You may cancel your Subscription renewal either through your online account management page or by contacting Hallo LLC DBA Halo Social Meetup customer support team.

A valid payment method, including a credit card, is required to process the payment for your Subscription. You shall provide Hallo LLC DBA Halo Social Meetup with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorize Hallo LLC DBA Halo Social Meetup to charge all Subscription fees incurred through your account to any such payment instruments. Should automatic billing fail to occur for any reason, Hallo LLC DBA Halo Social Meetup will issue an electronic invoice indicating that you must proceed to pay manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

Fee Changes

Hallo LLC DBA Halo Social Meetup, in its sole discretion and at any time, may modify the Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.

Hallo LLC DBA Halo Social Meetup will provide you with reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

Refunds

Except when required by law, paid Subscription fees are non-refundable.

Content

Our Service allows you to post, link, store, share, and otherwise make available certain information, text, graphics, videos, or other material ("Content"). You are responsible for the Content that you post on or through the Service, including its legality, reliability, and appropriateness.

By posting Content on or through the Service, You represent and warrant that: (i) the Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms, and (ii) that the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing on a copyright. You retain any and all of your rights to any Content you submit, post or display on or through the Service and you are responsible for protecting those rights. We take no responsibility and assume no liability for Content you or any third-party posts on or through the

Service. You agree that this license includes the right for us to make your Content available to other People of the Service, through the Service only, who may use your Content subject to these Terms.

Hallo LLC DBA Halo Social Meetup has the right but not the obligation to monitor and edit all Content provided by People.

In addition, Hallo LLC DBA Halo Social Meetup Content found on or through this Service are the property of Hallo LLC DBA Halo Social Meetup or used with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.

Accounts

When you create an account with us, you guarantee that you are above the age of eighteen (18), and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene. Obscenity is not protected under First Amendment rights to free speech, and violations of federal obscenity laws are criminal offenses. The U.S. courts use a three-pronged test, commonly referred to as the Miller test, to determine if given material is obscene. Obscenity is defined as anything that fits the criteria of the Miller test, which may include, for example, visual depictions, spoken words, or written text. <https://www.justice.gov/criminal-ceos/obscenity>. The Miller test for obscenity includes the following criteria: (1) whether 'the average person, applying contemporary community standards' would find that the work, 'taken as a whole,' appeals to 'prurient interest' (2) whether the work depicts or describes, in a patently offensive way, sexual conduct specifically defined by the applicable state law, and (3) whether the work, 'taken as a whole,' lacks serious literary, artistic, political, or scientific value. <https://www.law.cornell.edu/supremecourt/text/413/15>.

Code of Conduct

Hallo LLC DBA Halo Social Meetup has the right but not the obligation to monitor and edit all Content provided by People. Hallo LLC DBA Halo Social Meetup will not censor posts which another Person considers merely offensive or in bad taste. However, Hallo LLC DBA Halo Social Meetup reserves the right to remove a post if another Person reports a post for violation of these Terms, and Hallo LLC DBA Halo Social Meetup can confirm the reported post, taken in the context of the thread, violates this Code of Conduct. These violations are explicitly defined and only, as Bullying, Blackmail, Death Threats, Terrorist Activity, posts directly depicting Violence, or direct threat of Violence to another Person or People, or Child Pornography. Any reports of Hate Speech shall be arbitrated on the following definitions of Bullying, Blackmail, Death Threats, Terrorist Activity, posts directly depicting Violence, or direct threat of Violence to another Person or People. It is crucial to review the entire thread so that one post cannot be taken out of context. No thread or post is viewable by Hallo LLC DBA Halo Social Meetup unless a Person reports a post.

Bullying is defined by Hallo LLC DBA Halo Social Meetup specifically, objectively, and only, as: "to persuade an unwilling person to do something by using force or direct threats to life, limb, or property."

Blackmail is defined by Hallo LLC DBA Halo Social Meetup specifically, and only, as: "the action of demanding payment or another benefit from someone, in return for not revealing compromising or damaging information about them."

Death Threats are defined by Hallo LLC DBA Halo Social Meetup specifically, and only, as: "a direct threat to kill another person or group of people."

Terrorist Activity is defined by Hallo LLC DBA Halo Social Meetup specifically, and only, as: "use of, or threat of, violence, especially against civilians, in the pursuit of political or religious aims."

Violence is defined by Hallo LLC DBA Halo Social Meetup specifically, and only, as: "extreme aggression, such as physical assault, rape, or murder." Rape was redefined by the United States Department of Justice in 2012 from needing force to "Penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of the victim." <https://www.justice.gov/archives/opa/blog/updated-definition-rape>

Child Pornography is defined by Hallo LLC DBA Halo Social Meetup specifically as any visual depiction of sexually explicit conduct involving a minor (persons less than 18 years old). Images of child pornography are also referred to as child sexual abuse images. Federal law prohibits the production, distribution, importation, reception, or possession of any image of child pornography. A violation of federal child pornography laws is a serious crime, and convicted offenders face severe statutory penalties.

Note: Notably, the legal definition of sexually explicit conduct does not require that an image depict a child engaging in sexual activity. A picture of a naked child may constitute illegal child

pornography if it is sufficiently sexually suggestive. Additionally, the age of consent for sexual activity in a given state is irrelevant; any depiction of a minor under 18 years of age engaging in sexually explicit conduct is illegal.

<https://www.justice.gov/criminal-ceos/child-pornography>

<https://www.justice.gov/criminal-ceos/citizens-guide-us-federal-law-child-pornography>

Child Exploitation and Obscenity is governed under the following laws:

[18 U.S.C. § 2251](#) Sexual Exploitation of Children (Production of child pornography)

[18 U.S.C. § 2251A](#) Selling and Buying of Children

[18 U.S.C. § 2252](#) Certain activities relating to material involving the sexual exploitation of minors (Possession, distribution and receipt of child pornography)

[18 U.S.C. § 2252A](#) Certain activities relating to material constituting or containing child pornography

[18 U.S.C. § 2256](#) Definitions

[18 U.S.C. § 2260](#) Production of sexually explicit depictions of a minor for importation into the United States

Each Person shall practice safe standards as defined in the Online Safety Guidelines.

Online Safety Guidelines

Protect your privacy. You should reflect before posting any identifiable information about yourself, your family, or another Person. You should review the privacy settings in the app and be sure their privacy settings are set appropriately. It is the policy of Hallo LLC DBA Halo Social Meetup to default all privacy settings to their most secure settings when a Person signs up.

Be careful of information from unproven sources. It would be best if you always did your own research on any opinions or other information posted by any other Person to include any official posts made by Hallo LLC DBA Halo Social Meetup. You should assess the validity of any information posted based on its origin, the reputation of the source, and how it is reported elsewhere. You should assess any research published based on methodology, relevance, how the research was funded, and its objectivity.

Remember the internet is a public space. Halo Social Meetup is a privacy-centric app in which People can only match based on mutual interests. Any posts which are deleted shall never be stored on the server or any backups. However, this does not keep another matched Person from screenshotting your post and sharing it elsewhere, which has the potential to circulate quickly. Therefore, you should be aware of this fact before posting anything you would not you're your parents or boss to see.

Consider what may be offensive before posting. Hallo LLC DBA Halo Social Meetup shall not remove any posts unless they explicitly and objectively violate this Code of Conduct. However, you are encouraged to consider your audience when making any posts.

Consider citing sources if sharing any content. Copying and sharing Content directly from another website, book, or research article and posting as if it were your original idea may be considered illegal. You should be aware of copyright restrictions and should at a minimum, cite your source when posting any such content. Your Content on Halo Social Meetup belongs to you.

Use precaution when meeting another Person for the first time in the real world. Halo Social Meetup is all about getting People to meet each other in the real world to share and exchange ideas and increase real and lasting human connections. However, you should always let friends or family know where you are going when meeting with other People for the first time. Consider meeting others in public, and relatively busy location.

Pause and consider before uploading images from your mobile device. Phones are convenient and easy tools to upload photos to Halo Social Meetup. However, you should be sure you are OK with the fact any image uploaded could potentially be screenshotted by any other matched Person and shared elsewhere.

Use caution when sharing your location. Halo Social Meetup allows you to share your location to match with other People. However, you should use caution when sharing images and posts which would give other matched People incite about where you are or are not.

Consider if data charges may apply. Depending on your mobile Service, data usage rates could apply. You should be aware of this before browsing posts and images or uploading your Content over data networks.

Use precaution when using public Wi-Fi or other open data access points. Public Wi-Fi and other open data access points can pose a security risk, as other people could see your device on these types of networks. Hallo LLC DBA Halo Social Meetup strongly recommends using an encrypted Virtual Private Network (VPN) when using any public Wi-Fi or other public data access points for any reason.

People should not lie about their age. Halo Social Meetup only allows People over eighteen (18) years of age to sign up. However, as Hallo LLC DBA Halo Social Meetup does not independently verify age to protect privacy, if any Person under eighteen (18) signs up and confirms they are at least eighteen (18) years of age, such an action is in direct violation with these Terms. In such instances, the Person shall be removed, and all Person content deleted immediately.

Links to Other Web Sites

Our Service may contain links to third party web sites or services that are not owned or controlled by Hallo LLC DBA Halo Social Meetup.

Hallo LLC DBA Halo Social Meetup has no control over and assumes no responsibility for the Content, privacy policies, or practices of any third-party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that Hallo LLC DBA Halo Social Meetup shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third-party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

Termination

We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

If you wish to terminate your account, you may simply discontinue using the Service.

People with no activity (defined as logging in or posting Content) for one (1) year shall be automatically deleted to protect their privacy.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Indemnification

You agree to defend, indemnify and hold harmless Hallo LLC DBA Halo Social Meetup and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of (i) your use and access of the Service, by you or any person using your account and password; (ii) a breach of these Terms, or (iii) Content posted on the Service.

Limitation of Liability

In no event shall Hallo LLC DBA Halo Social Meetup, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, 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) any conduct or Content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or Content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have

been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, noninfringement or course of performance.

Hallo LLC DBA Halo Social Meetup its subsidiaries, affiliates, and its licensors do not warrant that (i) the Service will function uninterrupted, secure or available at any particular time or location; (ii) any errors or defects will be corrected; (iii) the Service is free of viruses or other harmful components; or (iv) the results of using the Service will meet your requirements.

Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

Governing Law

These Terms shall be governed and construed in accordance with the laws of Florida, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have had between us regarding the Service.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is substantial, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a substantial change will be determined at our sole discretion.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

Contact Us

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

Attribution

Icon made by turkkub from www.flaticon.com
<https://www.flaticon.com/authors/turkkub>

Heart vector created by freepik
<https://www.freepik.com/free-photos-vectors/heart>

Glossary

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