

Terms and Conditions (T&C)

for the “getyourdate” App

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1. Provider

The mobile application “getyourdate” (hereinafter referred to as the “App”) is operated by:

SMACCo Social Media

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Germany

E-mail: kontakt@getyourdate.app

2. Scope of Application

- (1) These Terms and Conditions (“T&C”) govern the use of the mobile application “getyourdate” and all related functions and services.
 - (2) By registering within the App, a user agreement is concluded between the user and the provider.
 - (3) By completing the registration process, the user accepts these T&C as binding.
 - (4) Any differing terms and conditions of the user shall not apply unless explicitly agreed to in writing by the provider.
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3. Description of Services

- (1) The App enables users to create, discover, and apply for shared activities (“Dates”).
- (2) The creator of a Date independently decides whether to accept or reject other users.
- (3) Direct communication between users is generally only possible after an application has been accepted.
- (4) Chats may automatically close or become restricted after a Date has taken place or concluded.
- (5) The App may display suggestions, recommendations, or notices based on interests, location data, activities, or other profile information.
- (6) The provider does not guarantee any matchmaking or mediation success. In particular, there is no entitlement to:
 - successful matches,
 - contact requests,
 - responses from other users,
 - actual meetings,

- romantic relationships,
- friendships,
- specific visibility or reach.

(7) The App solely provides a technical platform for connecting users.

4. Registration and User Account

- (1) Use of the App requires registration with a valid email address.
 - (2) The email address may be verified through verification measures.
 - (3) Use of the App is restricted to persons aged 18 years or older.
 - (4) Users are obligated to provide truthful and complete information during registration.
 - (5) Multiple registrations or the use of false identities are prohibited.
 - (6) Users are responsible for keeping their login credentials confidential and protected from unauthorized access.
 - (7) Users must immediately inform the provider if there are indications of misuse of their account.
 - (8) Users may delete their account at any time.
 - (9) Statutory retention obligations or legitimate interests of the provider remain unaffected.
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5. Requirements for Use and Location Data

- (1) Use of essential App functions requires location access to be enabled.
 - (2) Location data is used to display activities, users, and suggestions within geographical proximity.
 - (3) Without location access, certain functions or the entire use of the App may be restricted or unavailable.
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6. User Content

- (1) Users may publish profile information, images, text, activities, or other content.
- (2) Users are solely responsible for all content they publish.
- (3) In particular, users are prohibited from publishing content that:
 - violates applicable laws,
 - is offensive, discriminatory, racist, or extremist,
 - glorifies violence or incites violence,
 - is pornographic, sexually explicit, or harmful to minors,
 - infringes third-party rights,

- is misleading or fraudulent,
- contains malware or harmful content.

(4) The provider may review content manually or automatically but is not obligated to permanently monitor all content.

(5) The provider assumes no responsibility or liability for user-generated content.

(6) By uploading content, the user grants the provider a simple, non-exclusive right to use such content for the operation, technical processing, storage, display, and provision within the platform.

(7) This right of use applies only to the extent necessary for the provision and technical presentation of the platform and generally ends upon deletion of the content by the user or termination of the user relationship, unless statutory retention obligations apply.

7. Chat and Communication

(1) Communication features are generally only available to users participating in the same activity.

(2) Users are solely responsible for all communication content.

(3) The sharing of personal information, including telephone numbers, addresses, payment information, or other sensitive data, is done entirely at the user's own responsibility.

(4) The provider assumes no liability for damages arising from the sharing of personal data or interactions between users.

8. User Conduct

Users undertake in particular to:

- act respectfully and lawfully,
- not harass, threaten, deceive, or endanger other users,
- not use false identities,
- not engage in spam, scams, or fraudulent activities,
- not distribute unlawful content,
- not unlawfully disclose personal data of third parties,
- not use automated systems or bots to access or use the platform.

9. Reporting Content and Moderation

(1) Users may report content or behavior of other users.

(2) The provider is entitled to review reported content or user accounts at its own discretion.

(3) In the event of violations of these T&C, applicable laws, or legitimate security interests, the provider may in particular:

- remove content,
- restrict functions,
- issue warnings,
- temporarily suspend user accounts,
- permanently delete user accounts.

(4) Measures may particularly be taken in cases of:

- suspected misuse,
- security risks,
- violations of applicable laws,
- violations of these T&C,
- repeated inappropriate behavior,
- protection of other users or the platform.

(5) To the extent legally permissible, suspension or deletion may occur without prior notice.

10. Platform Role and Disclaimer for Meetings

(1) The App solely acts as a technical platform for arranging and organizing activities between users.

(2) The provider is neither organizer, participant, nor contractual partner of meetings arranged between users.

(3) Meetings and interactions take place entirely at the users' own responsibility.

(4) The provider does not fully verify the identity, information, or intentions of users.

(5) In particular, the provider assumes no liability for:

- behavior of other users,
- false or misleading information,
- meetings not taking place,
- damages arising from real-life or virtual meetings,
- emotional, physical, or financial damages,
- criminal acts or misconduct by other users.

(6) Users are expressly advised to exercise caution when meeting unknown persons.

11. Algorithmic and AI-Based Suggestions

- (1) The App may use algorithmic systems or automated processes to display suggestions, activities, or recommendations to users.
 - (2) Such suggestions may be based on interests, location data, activities, or other usage information.
 - (3) The provider assumes no warranty regarding the accuracy, suitability, or completeness of such suggestions.
 - (4) No automated decision-making within the meaning of Art. 22 GDPR producing legal effects concerning the user takes place.
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12. Availability of the Platform

- (1) The provider endeavors to ensure the App is available with as little disruption as possible.
 - (2) Continuous or uninterrupted availability is not guaranteed.
 - (3) Maintenance work, technical disruptions, security measures, or force majeure may lead to temporary restrictions.
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13. Future Paid Services

- (1) The provider reserves the right to introduce paid functions or subscriptions in the future.
 - (2) Users will be informed separately about prices, terms, cancellation conditions, and statutory withdrawal rights before concluding paid services.
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14. Liability of the Provider

- (1) The provider shall be fully liable in cases of:
 - intent,
 - gross negligence,
 - damages resulting from injury to life, body, or health caused by intentional or negligent breach of duty by the provider,
 - claims under product liability law.
 - (2) In cases of slight negligence, the provider shall only be liable for breaches of essential contractual obligations (“cardinal obligations”).
 - (3) In such cases, liability shall be limited to foreseeable and typical contractual damages.
 - (4) Any further liability of the provider is excluded.
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15. Warranty

- (1) Use of the App is subject to statutory provisions.

(2) The provider does not guarantee:

- permanent availability,
 - specific functions,
 - error-free operation,
 - compatibility with end devices,
 - specific user results.
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16. International Use

(1) Use of the App may generally be possible worldwide.

(2) Users are solely responsible for complying with the laws applicable in their respective country.

17. App Stores and Third-Party Platforms

(1) Additional terms and conditions of the respective app store (e.g., Apple App Store or Google Play Store) may apply to the download and use of the App.

(2) The provider is not responsible for services, availability, or conditions of such third-party platforms.

18. Amendments to the T&C

(1) The provider reserves the right to amend these T&C with future effect.

(2) Users will be informed in due time about material changes.

(3) If a user does not object to the amended terms within a reasonable period after notification, the amendments shall be deemed accepted.

19. Final Provisions

(1) The laws of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) Mandatory consumer protection provisions of the country in which the user has their habitual residence remain unaffected.

(3) If the user is a merchant, legal entity under public law, or entrepreneur, the exclusive place of jurisdiction shall be the provider's registered office.

(4) Should individual provisions of these T&C be or become invalid, the validity of the remaining provisions shall remain unaffected.