

ABACULUS USA, INC.

TERMS AND CONDITIONS

RELATING TO USING A PARTNER SEARCH SERVICE

The "MyDestiny" dating service (the "Service"), which is available to Members over the age of 18 (or the age of majority in your jurisdiction of residence, if over 18), is available via the Internet. The Service allows Members to access the profile of other registered Members. The Service is provided by ABACULUS USA, INC. (located at 677 North Washington Blvd. Suite# 57 Sarasota Florida 34236, Reg.no.: P16000086381, EIN: 37-1841153). The Service is available to Members free of charge for certain services, while certain services are available only for a fee.

The Service we provide is available only to Members. Please read the following terms and conditions carefully before registering to become a Member, as they form the basis of the contractual agreement between you and us. By registering, you also agree to these Terms and Conditions. By registering, you warrant that you have the right, authority, and capacity to accept these Terms and that your use of MyDestiny.love will not violate any laws or regulations of your country of residence. You are solely responsible for compliance with applicable local laws and regulations.

By registering, you also warrant that you have not been convicted of, and are not subject to any judgments or convictions for, abuse, violence, sexual abuse or harassment. By registering you will be bound by these Terms and Conditions, so if you do not agree to them, please do not register as a Member. We will promptly send a confirmation of your registration to the email address you have provided, which will constitute acceptance of the offer. If we do not confirm your registration within 48 hours of sending it, your offer will be terminated.

The following is your written Agreement for use of the Service with MyDestiny.love's service provider, ABACULUS USA, INC. In order to register as a Member and use the Service, you must agree to be bound by these Terms and Conditions.

Name	Office	Data processing job
ABACULUS USA, INC.	677 North Washington Blvd. Suite# 57 Sarasota Florida 34236	Technical log analyses technical management
DotRoll KFT	Fogarasi ut 3-5. Budapest H-1148	Provision of online hosting
RECONDO STUDIO KFT	Szasz Karoly u. 1. Budapest H-1027	Development

1. Definitions

In these Terms and Conditions, the following words shall have the following meanings unless the context otherwise requires:

- 1.1. "Agreement" or "Contract" means the agreement between you and us containing the terms and conditions for the use of the Service set out in these TOS.
- 1.2. "Intellectual Property Rights" means any patent, database right, copyright, design right (whether registered or unregistered), trademark (whether registered or unregistered), trade name and any similar intellectual property rights protected by copyright or industrial property rights, wherever in the world they may exist, together with the rights to protect them.
- 1.3. "Member" means any individual over the age of 18 years who has been accepted for membership and whose membership is currently subsisting.
- 1.4. "Subscribed Member": our Members who have a subscription.
- 1.5. "Disclose" means to display, exhibit, send, distribute, transmit, make available and/or publish any information, data and/or any other material relating to the Service. The terms "published" and "communication" shall be construed accordingly.
- 1.6. "Data Sheet" means a sheet containing data, photographs and/or information about you.
- 1.7. "Service" means the service, including the Subscription Service if subscribed, provided to you, including but not limited to browsing the Website, contacting other Members via the Website and/or being contacted by other Members, posting information on the Website, and "Text Reviews" and personal appearances in "Organized Groups".
- 1.8. The user of the Website is a natural person who is a consumer.
- 1.9. "We": means ABACULUS USA, INC.
- 1.10. "Website" means the www.mydestiny.love URL, or any other URL that we use to provide the Service from time to time.
- 1.11. "You" means the person whose application for membership in the Service has been accepted by us.
- 1.12. "Content" means any content that you share or upload to www.MyDestiny.love, including photos, emails, messages, personal information, other content.
- 1.13. "Text Assessment": a written assessment of your personality based on the images you choose during registration
- 1.14. "Organized Group": a group with personal presence, organized on a psychodrama basis and suitable for deeper, more immediate acquaintance and companionship.

2. Access and registration

By accepting these Terms and Conditions, you represent and warrant that:

- 2.1. You are 18 years of age or older at the time of registration. If you are a minor or a person of limited legal capacity, you may use the Service only with the consent of your legal guardian. It is the responsibility and liability of the person with limited capacity to act to obtain such consent. ABACULUS USA, INC. has no responsibility or ability to know or ascertain who is on the User's site during online registration, and therefore the responsibility for this rests solely with the User.
- 2.2. You acknowledge that by registering you are also registered in the database of the dating website operated by the Service Provider.
- 2.3. By using the website and by registering (by ticking the box indicating acceptance of these GTC and the related GDPR policy), the User accepts and acknowledges the terms and conditions of these GTC and the Privacy Policy and declares that he/she understands and acknowledges them, accepts the terms and conditions of use of the website and the service, and consents to the processing of data in the manner described.

3. Basic provisions

- 3.1. This Offer of Agreement, upon acceptance by you, becomes a valid Contract between the Company and you. The agreement entered into by using the Website does not constitute a written contract. It is not filed by ABACULUS USA, INC. and is therefore not accessible or available for review. For legal purposes, the registration and payment of fees on the website constitutes a declaration of implied conduct.
- 3.2. The contract shall also be concluded exclusively in English and shall be governed by American law.
- 3.3. The Company reserves the right to reject applications for membership (e.g. false data, registration of a person under the age of majority, use of another person's photo, etc.) and to terminate membership (e.g. illegal content, comments, other violations of the prohibitions listed in section 6.1.)
- 3.4. The Service and the Website are intended solely for the private use of natural person Members and may not be used in connection with any commercial activity. Legal persons and unincorporated business entities or any other association of persons may not become Members and may not use the Service or the Website for any purpose. Likewise, Members may not use the Service for commercial, advertising, or other business purposes, nor may they disclose to third parties any information obtained through the Service for such purposes. Any unlawful or unauthorized use of the Service or the Website in violation of this Agreement, including the collection of Members' usernames and/or e-mail addresses, electronic or otherwise, for the purpose of sending unsolicited e-mail messages and unauthorized framing or linking to the Website, will result in an investigation, immediate termination of this Agreement without refund and appropriate legal action, including without limitation civil and criminal litigation and legal proceedings.
- 3.5. We reserve the right of control and the right to remove any information, photographs and/or any other material posted by you for the reasons set out in this Agreement.
- 3.6. We reserve the right to make changes to the Service as may be required from time to time by changes in law or applicable security requirements, provided that such changes do not have a material adverse effect on the quality of the Service.

3.7. Members are solely responsible for the information they disclose under this Agreement. Any publication of false or unlawful information shall result in immediate termination of the Agreement and the exclusion of the Member. Please note, however, that we have limited ability to verify the quality, compatibility or security of any Member, or the truthfulness, accuracy or completeness of any communication posted on the Site. Because we do not always review the communications on the Website, you enter into this Agreement with the understanding that information about other Members may be inaccurate or misleading, notwithstanding the prohibitions contained in these Terms and Conditions.

4. Fees and payment of fees

4.1. Some of the Service is only available for a fee:

- i) Text Evaluation
- ii) Services available to Subscribed Members (e.g. sending pictures, chat, companion viewing)
- iii) Organized Groups.

The User must pay for the service in advance. All costs incurred by the User in connection with the payment of the fee, in particular but not limited to transaction fees, credit card payment fees, transfer fees, shall in any case be borne by the Consumer.

4.2. The Services subject to the payment of fees and their respective fees are available on the Website under the Service. Any increase in subscription fees will be published on the Website and will be effective from the date of publication. These Terms and Conditions shall apply to the ordering and use of Services subject to the payment of a fee.

4.3. Payment Information:

Payment via PayPal: <https://www.paypal.com/hu/webapps/mpp/full-sitemap>

The data entered during the payment process is not stored by the Website or the Service Provider, it is processed by the respective payment processing company and the different data protection provisions of the financial service providers apply in these cases.

4.4. We shall not be liable for any charges incorrectly stated in error.

4.5 No refunds will be made for any downtime or unavailability of the Service due to technical problems beyond the control of the Company.

4.6. The hibernation of the data sheet does not modify the subscription contract, the renewal of the subscription (time and method), the expiry of the subscription package.

4.7. Automatic renewal is not currently provided, at the end of the subscription period you will need to subscribe again for the selected period with a prepaid subscription if you wish to continue using the system.

5. Obligations of the Member, indemnification

5.1. As a Member:

- You may exercise your freedom of expression only without prejudice to the rights of others. You may not disclose your personal data, such as your full name, telephone number, address and/or e-mail address or URL on the Data Sheet, or any other information that makes it directly accessible.
- You may not transmit and/or publish any information, image or any other material that is contrary to any law, regulation, rule or provision or that infringes the rights of any third party (including, without limitation, intellectual property rights and rights of privacy, in particular the rights of others to their name, likeness, dignity, reputation and the laws for the protection of minors). A Member is entitled to upload a picture of him/herself taken at the time of registration, which must be of an acceptable quality and without the use of image editing effects. The photos must not contain captions containing personal data (e.g. telephone number, e-mail address, URL advertising other sites, etc.). The Member declares that the persons other than him/her, or their legal representatives, appearing in the photo uploaded by him/her at any time during the membership period have given their consent to its use.
- You may not use the Service, either overtly or implicitly, to advertise any other website, service and/or business, including but not limited to posting personal email addresses, URLs and/or other personal telephone numbers on the Website, and in particular, you may not offer or advertise any sexual services.
- You may not, either overtly or implicitly, solicit new customers from members or sell or purchase products and/or services using the Service. You may not misuse the Service or any information published through the Service in any way.
- You may not attempt to gain unauthorized access to any information on the Service or any network that provides the Service.
- You may not publish and/or copy in any way any information or material to which you own intellectual property rights unless you have obtained the prior consent of the rightsholder.
- You may not copy, in whole or in part, any information or data on the Website (including, but not limited to, information contained in other Members' databases) for any purpose other than that set out in this Agreement.
- You may not send circulars, spam or junk e-mail to other Members.
- You may not in any way transfer, assign, share your user rights and/or authorize any third party to use the Service on your behalf.
- You may not transmit and/or post and/or email to any other Member any information, images and/or other material that is pornographic, racist, abusive, defamatory, libelous, harassing, abusive, threatening, defamatory and/or obscene. You declare that you are aware of your criminal liability and that you do not commit any offence (e.g. defamation) on the Website that is punishable under the Criminal Code in force at the time (e.g. libel)
- You may not transmit and/or publish and/or e-mail to other Members any information, images and/or other material which may be offensive to the political and/or religious beliefs of other Members or the possession, publication, or transmission of which may be contrary to law.

- You may not upload to the Service any material that contains viruses or is protected by copyright. You may not attempt to intercept e-mails of other Members. You may not use any equipment, software or programs that attempt to interfere with the proper use of the Website.
- You may not engage in any conduct that is offensive to public taste, incite racial prejudice or promote such ideas on the Diary. Advertising other sites or the User's own site or service is prohibited. It is forbidden to display your personal data or the personal data of others. Personal and targeted communication to other Users which is insulting to others is prohibited.
- The use of language that is obscene, abusive, harassing, annoying, upsetting, embarrassing, frightening or annoying is prohibited. The use of obscene, pornographic, or otherwise offensive language or language that is offensive to human dignity is prohibited. The use of abusive, insulting, or threatening language that promotes, depicts or encourages violence, self-harm, suicide, racism, sexism, hatred or bigotry or encourages unlawful activities, including, but not limited to, terrorism, incitement to racial hatred or a proposal to commit a criminal offence is prohibited.
- A Member is prohibited from creating multiple registrations in order to avoid misleading Users.
- It is prohibited to post, upload or send any content that impersonates a person, company or brand with the intent to deceive or confuse others, which in itself or by its publication infringes the rights (including but not limited to intellectual property rights and privacy rights) of a third party, which content includes/is attributed to another person, where such content was created or distributed without the knowledge of that person; without that person having had the opportunity to object to such creation or distribution; which contains images of children, even if you are included in the image or the content is harmful to minors.

5.2. If you violate any of the above rules, we may, subject to the application of the provisions of clause 7, reserve the right to block your account balance, automatically delete the messages or content in question, prevent the publication of your profile in whole or in part, and/or block your access to the Service, exclude you from the Service in whole or in part, temporarily or permanently, (14.) without compensation or any refund under Clause 4, in whole or in part, and without prejudice to any criminal and/or civil penalties.

If we are sued because of your use of the Service, we have the right to defend ourselves or take action at our discretion to settle the claim. If we ask you to do so, you will cooperate fully and reasonably with us in our defense in a manner consistent with our request.

6. Your Data Sheet

6.1. You acknowledge that your Data may be displayed by other Users and may be freely viewed on the Website by Subscribed Members.

6.2. If you disclose any confidential or sensitive information about yourself and/or disclose it to others, you do so solely at your own risk.

6.3. You may also display the Data Sheets and details of other Subscribed Members.

6.4.:

i) is true, accurate, complete, not misleading, and

(ii) You agree to update it regularly so that it remains true, accurate, complete and not misleading to other Members even if Your situation changes significantly.

6.5. We reserve the right to review, amend and/or delete your Data Sheet from time to time if it needs to be amended or deleted in accordance with the provisions of this Agreement.

6.6. You are solely responsible for the content of your Data Sheet posted through the Service and transmitted to other Members.

6.7. You acknowledge and agree, as set forth in Section 6.6, that Members are solely responsible for the information they post. Members must ensure that the information provided is true and accurate and relates to them personally. Deliberate and/or fraudulent misrepresentation may lead to legal action and immediate termination of the Agreement. However, the Subscribed Member is still obliged to pay any unpaid fees for the services used and has no right to claim any reimbursement.

7. Termination of Membership and/or Subscription

7.1. Normal termination

7.1.1. Termination of membership by notice:

Members who are not a Subscribed Member may terminate their membership at any time, for any reason, with immediate effect by clicking on the link in the "Cancel Registration" tab of the My Profile menu. We may also terminate such Membership at any time, without cause and with immediate effect. Termination under this clause will have the legal consequences set out in clause 8.1 and may only be exercised if you are no longer a Subscribed Member or your Subscribed Membership ceases at the same time as the termination.

7.1.2. Termination of Subscribed Membership by ordinary termination:

7.1.2.2.1 Your Subscribed Membership may be terminated for any reason at the end of the current Subscription Period with no refund of fees. To terminate your Subscribed Membership in the normal way, you must click on the link under Subscription in your Subscription Status. We may also terminate your Subscribed Membership at any time at the end of the current subscription period for any reason, and we will notify you in writing, with no refund.

7.1.2.2.2 Ordinary termination of a Subscribed Membership will only result in the termination of your subscription to the Subscribed Services, the effects of which will be governed by the provisions of clause 7.2. If you also wish to terminate your Membership at the same time, you may do so after termination of your Subscribed Membership, after the expiry of the current subscription period, as described in clause 7.1.1.

7.2. Extraordinary termination

The following cases of extraordinary termination apply only to Subscribed Members

7.2.1. Right of extraordinary termination for Subscribed Members

7.2.1.1.1 If you are a Subscribed Member, you may terminate your Subscribed Membership by giving notice of extraordinary termination by "Cancelling Subscription" within your Profile if:

(i) you do not agree to the Terms and Conditions as amended by us and posted on the Website - which termination you may exercise until the amended Terms and Conditions come into force; or (ii) we fail to provide the Service for at least 3 (3x24 hours) days through our fault.

7.2.1.2. In the event of your extraordinary termination, your Subscribed Membership will terminate immediately. The fee for the subscription period you have already subscribed to but cannot use due to your extraordinary termination will not be refunded.

7.2.1.3. Therefore, if your intention is to terminate your Membership, you may do so after the extraordinary termination of your Subscribed Membership as described in Section 7.1.1.

7.2.2. The Service Provider's right of extraordinary termination

7.2.2.1. If you as a Subscribed Member fail to pay any payment when due, we may terminate your Subscribed Membership with immediate effect (subject to the legal consequences set out in clause 7.2). Termination under this clause does not relieve you from paying any fees due.

7.2.2.2.:

(i) you breach the terms of this Agreement or any provision of law, whether the breach is a single breach or a continuing breach; or (ii) you fail to provide sufficient information within 3 days of our request to you to enable us to determine the accuracy and/or validity of any information you have disclosed, or fail to remove any information that infringes our rights or the rights of others, in which case we reserve the right to remove any information that infringes any of our rights or the rights of others, whether or not in accordance with clause 7. 2.2.3 without further notice, obligation or any other means of redress.

7.2.2.3. If any of the events set out in clause 7.2.2.2 occur in relation to you, we shall have the right:

(i) terminate your Membership, i.e. this Agreement and your registration, with immediate effect and delete your personal data processed by us; (ii) suspend and/or terminate your access to the Website, this Agreement, this registration and your personal data, with immediate effect and without notice, delete any content uploaded by you; and/or (iii) provide that all monies due and payable by you shall become immediately due and payable and receivable; (iv) in addition to the foregoing, we shall have no obligation to refund any monies.

7.2.2.4. Any extraordinary termination exercised against a Subscribed Member pursuant to clause 7.2.2.3 will also terminate the Membership with immediate effect (the legal consequences of clause 8.1 will apply).

7.3. Procedure for the deletion of your data

7.3.1. Subject to Clause 13.9, you have the right to request the deletion of your recorded data from us at any time under Clause 7.3 of the Privacy and Data Protection Policy posted on the Website, if:

(i) you are not a Subscribed Member, your termination with immediate effect, exercisable at any time in accordance with clause 7.1.1, will also entail the simultaneous deletion of your data recorded. You

may request the deletion of your data at any time, without reason or restriction, regardless of the subscription period, but we will not be obliged to refund any fees you have already paid.

7.4. Withdrawal from the contract

7.4.1. As a Subscribed Member, you have the right to withdraw from the contract within 14 days without giving any reason. If you have requested that performance of the contract commence within the above notice period, you are still entitled to terminate the contract within 14 days without giving any reason. However, in this case, you will be liable to reimburse us for the amount due for the service pro rata to the date of termination of the contract.

The withdrawal/cancellation period expires 14 days after the date of conclusion of the contract. You can do this by cancelling your cancellation/termination by logging into your Profile and deleting yourself under the relevant menu item.

In the event of your Withdrawal, the legal consequences under clause 8.1 will apply with immediate effect. Furthermore, we will refund any fee paid by you immediately, but no later than 14 days after your cancellation, and we will be liable for any costs incurred by you in refunding the fee.

7.4.2. Members who are not Subscribed Members will have free access to the services they are entitled to use and will therefore not have a separate right of withdrawal. However, such Members may exercise their right of withdrawal under clause 7.1.1 at any time, including within 14 days of the conclusion of the contract, without restriction, with the same legal consequences as withdrawal.

8. Legal consequences of termination of membership and subscription

8.1. Upon termination of your Membership, your record will be deleted immediately and all membership rights under this Agreement will terminate immediately.

8.2. Upon termination of Membership, Subscribed Members must, depending on their subscription method, also separately opt out of the automatic renewal service, which they can do under My Profile. Therefore, by accepting this Agreement, you acknowledge that if you fail to cancel the automatic renewal, the Service Provider may deduct from you the fee due for the next subscription period, depending on the payment method. Any liability arising from the failure to cancel the automatic renewal shall be borne solely by the former Member and no claim may be brought against us by Members in respect of such failure.

8.3. On termination of your Subscribed Membership, only your subscription and any additional contact rights associated with your Subscribed Membership will cease (except as provided in clauses 7.2.2.3.5, 7.3.1.2 and 7.4.1, in which case the provisions of clause 8. Former Subscribed Members whose Subscribed Membership only has ceased shall be deemed to be Members and shall have the rights and obligations of Membership.

9. Intellectual property rights and confidentiality

9.1. All intellectual property rights in the Service and the Website are our exclusive property.

9.2. By accepting the Agreement, you represent and warrant to us that the information on your Data Sheet is published by you and that you are the sole author of the Data Sheet.

9.3. You agree to keep confidential and, except for the purposes contemplated by this Agreement, not to use any information about the Service that you have obtained or may have learned, except information that is in the public domain or that is required by law to be disclosed.

9.4. We will use all reasonable endeavors to keep your personal information such as your surname, email address, telephone number confidential and undertake not to disclose such information, except where it is public knowledge or where disclosure is required by law.

9.5. The trademarks, logos, graphics, photographs, animations, videos and text that appear on www.mydestiny.love are the intellectual property of ABACULUS USA, INC. and may not be reproduced, used, published, distributed, sold or displayed without our express prior written permission.

9.6. You may use all Programs and the content and materials contained therein (including trademarks and trade names) solely for the purposes set forth in this Agreement.

10. Warranty

10.1. The Service is provided to you in its current form and there is no guarantee that the Service or any part of the Service will meet your requirements, purposes and/or expectations. We only provide the Service, not its performance, so we will not be liable if you do not establish a relationship with other Members during the subscription period.

10.2. We do not warrant the information accessible through the Service in any form.

10.3. We do not accept any liability for any failure in the Service, its results, availability and/or uninterrupted use due to congestion or malfunction of the telephone network or lines, online computer systems, servers or service providers, computer equipment, software, email, or the Internet.

11. Use of the Service

11.1. The Website is merely a forum for Members to post information about themselves and to enable you to interact with other Members through the Service at your own discretion.

11.2. You acknowledge that you are aware that the information that other Members post on their Data Sheet reflects only their own description of themselves. You are advised not to assume that any information on any Data Page is necessarily correct and accurate.

11.3. We do not check each Data Sheet to ensure that it is correct and not misleading. We do not represent or warrant that the information on any Data Sheet is correct, and we do not undertake any obligation or responsibility to verify any information on any Data Sheet.

11.4. Before you act on any information contained in any Data Sheet, or on any information obtained through the Service, you are advised to make, at your own expense, all efforts you believe are necessary to ascertain the truthfulness and accuracy of the information.

11.5. If you make an appointment with anyone through the Service, you do so at your own risk. You are advised to take any precautions you consider necessary for your personal safety.

12. Limitation of liability

12.1. We shall not be liable for any defects in the Service caused by you and/or any other Member, or which any Member has contributed to causing. Similarly, we shall not be liable for any improper use by other Members of any data made available to you by other Members.

12.2. We shall not be liable for the consequences of any monies transferred by you not being paid in full when due.

12.3. If there is an error for which you believe we are liable, you must give us a reasonable opportunity to correct the error before you incur any costs and/or expenses to correct the error yourself. Reasonable time and opportunity: 72 hours. Otherwise, we will not be liable.

12.4. We shall not be liable for any claims arising out of your use of the Service or your reliance on information and/or other material available through the Service or provided to you by other Members.

12.5. We shall not be liable for any misuse by other Members or unauthorized users of information and/or other material relating to you that you have posted or transmitted to other Members through the Service.

12.6. You shall indemnify us against all damages, losses, costs, and expenses which we may suffer or incur as a result of the foregoing.

12.7. In the event of any liability on our part under this Agreement, the amount of compensation payable by us shall not exceed three times the amount you paid for the Service during the term of this Agreement.

12.8. Nothing in this Contract shall exclude or restrict any rights which you may have under consumer protection legislation which cannot be excluded or restricted.

12.9. We shall not be liable for any delay in the performance of the Service and/or other similar problems beyond our reasonable control, including but not limited to force majeure, epidemics, war, floods, fire, labor disputes, strikes, industrial action, riots, civil commotion, civil commotion, malicious damage, explosions, governmental decrees, and similar events.

12.10. We accept no responsibility for untrue statements made by Members. It is therefore essential that you take certain precautions before meeting another Member. We shall not be liable in any way for meetings between Members via www.mydestiny.love or for meetings between Members and non-Members in connection with the Website and its services.

12.11. We cannot guarantee the quality, accuracy, operability, availability, or performance of the www.mydestiny.love website and we reserve the right to suspend, withdraw, modify, alter or change the services without notice and without incurring any liability to you.

12.12. We cannot guarantee (as we sometimes have to carry out maintenance on the Application or the Website, or the operation may be affected by errors or circumstances beyond our control) and we exclude all liability that the www.mydestiny.love Service will be available continuously and at all times in 100% working order.

12.14. Nothing in these Terms limits or excludes our liability for:

(i) death or personal injury caused by our proven negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any liability which cannot be limited or excluded by law.

12.15. To the maximum extent permitted by law, ABACULUS USA, INC. expressly excludes:

(i) all terms, conditions, interpretations, warranties, and other terms that might otherwise be imposed by statute, common law or the law of equity; and

(ii) any liability which www.mydestiny.love or its services or arising out of your use of these Terms, including, without limitation, claims, fees, demands, damages, liabilities, losses or expenses of any kind, and any direct, indirect, incidental, special, exemplary, punitive or consequential damages (whether or not arising from negligence), loss, data loss, or other damages, loss caused by computer or electronic viruses, loss of income or profits, loss or damage to property, loss of time or hours, breach of contract or third party claims or any other loss of any kind, even if you have been advised of the possibility of such damages or losses arising out of or in connection with your use of the Service. This limitation of liability applies to, but is not limited to, the transmission of blocking devices or viruses that may infect your equipment, failure of mechanical or electronic equipment or communication lines, telephone or other connectivity problems (e.g., failure of the Service or the use of the Service or the Service by you or any third party), or any other failure of the Service or any other service or service or the failure of the Service or any other service or communication line or the transmission of any service or the transmission of any service or the transmission of any service or service to you or any third party, or you cannot reach your Internet service provider, unauthorized access, theft, personal injury, property damage, operator error, strikes or other labor problems, or force majeure, including but not limited to loss of revenue or income, loss of profits or contracts, loss of business, loss of anticipated savings, loss of value due to impairment, loss of data, loss of time and lost working hours and any other loss or damage, whether arising in tort (including but not limited to negligence), contract or otherwise, whether direct or indirect, even if foreseeable.

12.16. ABACULUS USA, INC. has taken reasonable steps to ensure the timeliness, availability, accuracy and completeness of the information on the www.mydestiny.love website and provides such information on an "as and when available" basis. ABACULUS USA, INC. makes no warranties or representations of any kind, either express or implied, with respect to the information contained on this website. Your use of ABACULUS USA, INC. and the materials available on it is at your sole risk.

ABACULUS USA, INC. shall not be liable for any damages arising from the transmission, use of data or inaccurate content posted by users. It is your responsibility to take all necessary precautions to ensure that any materials you may obtain from the website are free of viruses or other harmful elements. You acknowledge that the Service is not continuous, is not error-free, and may not be capable of being corrected, and that the Service or the server that provides it may contain viruses, bugs, spyware, Trojan horses, or similar malicious software. ABACULUS USA, INC. shall not be liable for any damage to your computer hardware, computer software or other equipment or technology, including, but not limited to, any security breach or any virus, bug, tampering, fraud, error, omission, interruption, failure, delay in operation or transmission, computer line or network failure or any other technical or other failure. In the unlikely event that we discover any error within the website, we will make every effort to correct and remedy the error free of charge and as soon as reasonably practicable without causing you any significant inconvenience.

13 Use of information, data management

13.1. Our detailed information on the processing of data can be found at mydestiny.lov/privacy-policy.

The data controller is ABACULUS USA, INC.

Headquarters: 677 North Washington Blvd.
Suite# 57 Sarasota
Florida 34236

Reg.no: P16000086381

EIN: 37-1841153

Represented by: Zoltán Jonas

Responsible for content and data management: Zoltan Jonas

Data Protection Officer: Article 37 GDPR None

E-mail address: support@mydestiny.love

Your data will be processed in the manner and under the conditions set out in our Privacy and Data Protection Policy. The Privacy Policy is available on the Website at any time. Please read our Policy before you register! As our Privacy Policy forms an integral part of these GTC, by registering you agree to be bound by the terms and conditions set out in it.

13.2. By accepting this Agreement, you consent to the processing of the data you voluntarily provide to us and to the use of such data in the processed form as defined by law in the course of our activities.

14. Compensation, indemnification

You agree to pay compensation for any damages, proceedings, loss of profits, losses, fees, expenses, costs (including increased administrative costs and litigation costs on a full indemnity basis), claims, suits and any other damages and/or liabilities, suffered or incurred by us as a result of your use of the Service, any information and/or other material posted by you through the Service, any breach of this Agreement, any tort, negligence and/or breach of statutory duty.

ABACULUS USA, INC. reserves the exclusive right to settle, and compromise all claims against us without your prior consent.

15. Complaints handling

15.1. Written complaint

You may submit any complaints you may have during the purchase process as set out in these GTC in writing by e-mail to support@mydestiny.love. Our complaint handling is always free of charge. In the case of a written complaint, we will investigate the complaint as soon as we receive it and will send you a written response within 30 days of the date of the complaint. If requested, we will notify you of the outcome of the investigation by electronic means.

The complaint will be investigated, rejected, or rectified in accordance with the applicable legal provisions.

In our response letter, we will explain the outcome of the full investigation of the complaint, the measures taken to remedy the complaint and, in the event of rejection, the reasons for the rejection. We will provide you with clear and understandable reasons, using simple language and avoiding the unjustified use of legal jargon. We will endeavor to provide a substantive reply to all objections in our reply letter.

15.2. Registration of complaints

We process the following data when handling complaints:

- your name
- your home address or postal address
- your telephone number
- the method of notification
- the description of the complaint and the reason for it
- your claim about the complaint
- copies of the documents in your possession that are necessary to substantiate the complaint
- other information necessary to investigate and respond to the complaint

We will archive written complaints, including the record of the complaint made in person, and responses to them for 5 years. At the end of the retention period, the data carriers (documents) will be erased.

The personal data recorded in the complaints register will be used only for the purpose of registering complaints and handling complaints.

16. Miscellaneous provisions

16.1. This Agreement is solely between you and us, no third party may acquire any rights under this Agreement and no third party may enforce this Agreement. Any right of third parties to enforce this Agreement shall cease to exist upon the execution of this Agreement, without regard to the consent of such third party.

16.2. You may not assign this Agreement or any of your rights in the Service to any third party. However, we may assign any of our rights and obligations under this Agreement in relation to the Service. If, at our option, our rights are assigned to a third party, we will be relieved of all liability under this Agreement.

16.3. If you become aware that any content posted on the Website infringes your intellectual property rights, you may bring the infringement to our attention by means of a statement in a public or private document that is fully authentic and request that we remove the infringing content. The notification must state the subject matter of the infringement and the facts likely to infringe, the particulars necessary to identify the infringing information, your name, address or registered office, telephone number and email address. Our e-mail address is support@mydestiny.love

16.4. Failure by us to act promptly against any breach by you will not constitute an approval of the breach or give rise to any other breach.

16.5. This document contains the entire agreement between you and us as parties. If any provision of this Agreement is held by a competent authority to be invalid or unenforceable in whole or in part, the remainder of the provision and the remaining provisions of this Agreement shall remain in full force and effect.

16.6. If you have any comments or ideas for improving the Service that you would like to share with us, you may also email them to us at support@mydestiny.love. Please note that you also grant Us

and, through Us, third parties the right to use your ideas or comments, without further compensation, free of charge, without limitation as to territory, time, manner, or extent of use, and without limitation as to the use of your ideas or comments, to incorporate them into the Service, unmodified or in a revised form, regardless of the individual, original nature of your ideas.

You can download these terms and conditions in PDF format here: [mydestiny.love/terms and conditions](https://mydestiny.love/terms-and-conditions)

You can contact us at the postal address below (you can also notify us of any objections you may have to this agreement at the address below):

ABACULUS USA, INC.

Headquarters: 677 North Washington Blvd
Suite# 57 Sarasota
Florida 34236

E-mail address: support@mydestiny.love

16.7. We reserve the right to modify, amend or change these Terms and Conditions at any time. If we do so, we will post the changes on this page and the effective date of the updates will be indicated in the Version Tracker at the end of this Agreement. In certain circumstances, we may send you an email notifying you of the changes. Check this page regularly to be notified of changes.

If you do not agree to any changes to the Terms, you must immediately stop using the Service. Your continued use of the Website and Service after any changes constitutes your acceptance of those changes and the new, updated Terms will be legally binding on you.

16.8. If any term is held by a court of competent jurisdiction to be unlawful, void or otherwise unenforceable for any reason, then the unlawful, void or unenforceable term shall be severed and deleted from the Terms and the remainder of the Terms shall survive and remain in full force and effect and shall continue to be binding and enforceable.

16.9. The Terms set out the entire agreement and understanding between us and you in relation to your use of www.mydestiny.love and supersede all prior agreements, communications and understandings (whether oral or written) between us. Nothing in this clause limits or excludes liability for fraudulent misrepresentation.

16.20. No failure or delay on our part shall constitute a suspension of the exercise of any of our rights, powers or privileges under these Terms or an acceptance of any variation of these Terms, and the exercise of any right, power or privilege by any party, in whole or in part, shall not preclude the future exercise of that right, power or privilege or any other right, power or privilege.

16.21. Nothing in these Terms and Conditions shall transfer or purport to transfer to any other third party any rights under these Terms and Conditions or the right to enforce these Terms and Conditions.

17. Version tracking

Version	Date	Short description of the change
1.0	10/28/2020	First version

This Privacy and Data Protection Policy version v01.0. is effective from 28.10.2020.