

Terms of Use

Transparency and clear, direct communication is important. What applies to most areas of life applies particularly to all details of the contract you enter into with us. That is why it is important to us to show you exactly which of us has what rights and obligations, what rules govern our time together, how revocation works and much more.

Even though you have probably already read more exciting things, we would ask you to read these terms of use carefully.

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1. Foreword

1.1

In the following we will often refer to "us", "we" or "Melting". Behind this is the Aveloon UG (haftungsbeschränkt) with its registered office at

Köllerholzweg 103, 44879 Bochum, Germany (contractual partner).

E-mail: legal@aveloon.com (no customer service by e-mail)

1.2

"Melting" is the brand name under which the Melting apps and websites are operated (also "service", "platform", "product").

1.3

There is no telephone customer service available.

1.4

Melting is aimed exclusively at users within the European Union (EU), as well as in Switzerland, Liechtenstein, Norway, Iceland and the United Kingdom (UK) who are of legal age in their home country and at least 18 years old.

1.5

The law of the Federal Republic of Germany and the EU applies.

1.6

The use of Melting for commercial purposes is prohibited.

1.7

These terms of use apply to both free and paid services.

2. Contract conclusion

2.1

The possibility of creating an account with Melting is

considered an invitation to make an offer, so that by allowing registration of such an account, the offer is deemed to have been accepted and a contract is concluded between you ("user") and us.

2.2

By creating the account, you agree to these terms of use, the Melting Guidelines and the privacy policy, which thereby become part of the contract between you and us.

2.3

The type of device (PC, smartphone, tablet, etc.), the system (iOS, Android, macOS, Windows, etc.) or the method through which you access Melting (app, website) do not affect the conclusion of the contract.

2.4

These terms of use, as well as the Melting Guidelines and the privacy policy, are continuously updated, for example to comply with legal changes or further developments of the product. If such updates affect your rights or obligations, we will provide you with reasonable advance notice by e-mail or directly through the service.

If you continue to use Melting, you will be deemed to agree to the updated terms of use, Melting Guidelines and privacy policy.

2.5

The most current version is always valid, which you can find [here](#).

2.6

We reserve the right to block requests from certain IP addresses or registration attempts with certain e-mail addresses and thus prevent a contract from being concluded.

3. Subject of the contract

3.1

Through our service, users provide Melting with information about themselves and their preferences. Melting uses this information to introduce the respective user (person A) to a person (person B) whose information and preferences harmonize best with those of person A based on internal calculations.

3.2

For this, the user creates a profile, which is completed by entering personal data (e.g. first name, place of residence, etc.), uploading their own photos, providing individual contact options, as well as specifying further information and preferences in the form of so-called "pre-filters" and the evaluation of the statements created by Melting.

3.3

In order to make this process possible, Melting maintains databases in which the user entries are stored and through which the profiles are compared with one another.

3.4

During the contract term (provision period), Melting offers its users the limited access to these databases necessary

to use the service.

When Melting introduces two people to each other, they will be shown the other person's public profile, consisting of their first name, place of residence, approximate distance, uploaded photos, the calculated match, and, if applicable, other information that the respective person has added to their profile.

After both parties send a digital "Hey", the persons will be shown the other person's freely chosen, individual contact details.

3.5

Whether or not there is communication between the two users is the responsibility of the users themselves and is not within Melting's sphere of control.

In particular, Melting's services are limited to the introduction of users described above and the provision of contact options.

3.6

Based on the actual situation already, it cannot be guaranteed that using Melting will lead to actually getting to know other people.

3.7

The communication between users via the contact options they have chosen (e.g. e-mail, phone, chat, etc.) is not part of the contract between Melting and the user, but is a private matter.

4. Services

4.1

Melting serves to provide contacts for getting to know each other.

At the time of creating your account, you provide information about yourself using the pre-filters, as well as non-negotiable characteristics of the person you are looking for.

You then answer how much you agree with various statements and how much the person you are looking for should agree with them and indicate how likeable and visually attractive you find photos from other users.

4.2

The heart of Melting is the Soulmate Finder. Based on your previously provided information, you provide it with the basis for calculation, which it uses to find the person who best suits you. This also applies vice versa, so that you fit the other person in the best possible way. Once the Soulmate Finder has found this person, it will introduce you to each other.

Melting will then give you the opportunity to get to know each other by sending each other a "Hey" and thereby unlocking your contact details.

4.3

The Melting Radar allows you to make yourself visible to other users within a selected radius based on your current location and to search for visible users.

When opening a profile, the mutual match between you and the other person is calculated, and you have the

option to send a "Hey" through the profile to request contact.

4.4

With the Soulmate Check, we give you the opportunity to match your profile with a person you have independently selected who has a Melting account.

We also grant you a time-limited, non-transferable license to share and publish your Check code (QR code) and Check link. Upon termination of our agreement – by you or us – this license terminates.

We reserve the right to terminate the license at any time without giving reasons.

4.5

Creating an account and using Melting is free of charge.

The Soulmate Finder must be unlocked through a purchase. The duration of the unlock and its price will be displayed before the purchase. The unlock is valid once for the specified duration and does not renew automatically.

Using the Melting Radar is free. However, you have the option to make yourself visible to other users within a larger radius for a fee. This requires a paid subscription.

The radius and price will be shown to you before subscribing. The subscription renews automatically but can be canceled at any time at the end of the billing period.

4.6

By unlocking the Soulmate Finder, you acquire a license to be included in the automatic search for the person who best matches you. This license does not guarantee that you will actually meet someone. Any discounts or free

extensions of your unlock are voluntary benefits provided by Melting and do not constitute a contractual entitlement.

By subscribing to the Melting Radar, you acquire a license to be visible to other users within a selected radius. This license does not guarantee that other users will request contact or that you will otherwise get to know a person.

4.7

You are solely responsible for your login information and agree not to allow anyone else access to your account.

4.8

Melting has the right to discontinue, pause, change or supplement all services at any time and without prior notice, unless this violates the user's contractually agreed claims. There is no entitlement to continuation of the benefits, services and services.

5. Liability

5.1

Melting is not liable for damages resulting from the use of the app or website, unless they are due to gross negligence or intent.

5.2

Melting is not liable for the accuracy and completeness of the information provided within the service.

5.3

In particular, Melting is not liable for the behavior of its

users.

5.4

The photos uploaded must comply with the Melting Guidelines. Melting is not liable for images that violate legal regulations. If we discover a violation of the Melting Guidelines or legal regulations, this may result in the account being blocked and/or deleted and/or the authorities being called in.

5.5

Despite the greatest care and efforts, it cannot be guaranteed that the service will be available or fully usable at all times, for technical reasons already.

6. Use of the app or website

6.1

You guarantee that you will only use Melting as intended and that you will not use the service in an abusive or harmful manner. You will comply with the Melting Guidelines and applicable laws at all times and will only provide truthful information.

6.2

Each user is responsible for their own actions and guarantees to act exclusively in their own name.

6.3

Each user guarantees that they actually have access to the accounts (e.g. Instagram account), addresses (e.g. e-mail address) or phone numbers provided for contact

purposes. It is expressly prohibited to provide third-party or invalid contact details.

6.4

You guarantee that you are legally allowed to use uploaded images and allow us to use the photos free of charge in order to be able to maintain the functions of this service. When you delete your account, your photos will of course also be deleted.

6.5

Behavior or use of this service that is abusive or harmful (such as spam, stalking, creating fake profiles, threats, stealing and collecting contact details, etc.) may lead to permanent exclusion from Melting and to the blocking and/or deletion of the profile.

6.6

You warrant not to use any meta tags or other hidden text containing Melting or Aveloon brand names, domain names, brand logos or other identifying features without express written consent.

Any use of meta tags or other hidden text in connection with Melting or Aveloon or their content is expressly prohibited and constitutes a violation of the copyright and trademark rights of the operator or third parties.

7. Data privacy

7.1

We take the protection of your data very seriously and comply with all applicable data protection laws and

guidelines.

More details are explained in our privacy policy.

7.2

You agree to the collection, processing and use of your personal data to the extent that is necessary for the use of the app.

8. Revocation and termination of the contract

8.1

You can revoke this contract at any time within 14 days of your registration without giving reasons.

To do this, you can contact us by e-mail (legal@melting.app) and inform us of your revocation.

8.2

It is even easier to end your contract with us by deleting your account. You can do this at any time, even after your 14-day right of withdrawal has expired.

8.3

When you unlock the Soulmate Finder, our algorithm immediately starts searching for the person who best matches you. To enable this, we must begin fulfilling the contract immediately, and we fulfill our service obligation as soon as you are introduced to the first person, but no later than the end of the unlocked period.

As a result, your right of withdrawal may expire before the 14-day period ends. By proceeding, you confirm that you have acknowledged this and explicitly agree to it.

Otherwise, it is not possible to use the Soulmate Finder.

8.4

When you subscribe to the Melting Radar, you will immediately become visible to other users within the selected visibility radius. To enable this, we must begin fulfilling the contract immediately, and we fulfill our service obligation as soon as you become visible to other users.

As a result, your right of withdrawal expires before the 14-day period ends. By proceeding, you confirm that you have acknowledged this and explicitly agree to it.

Otherwise, it is not possible to use the Melting Radar beyond the free visibility radius.

9. Final provisions

9.1

If individual provisions of these terms of use are or become ineffective, the effectiveness of the remaining provisions remains unaffected.

9.2

These terms of use, the Melting Guidelines and the privacy policy are continually updated and supplemented. If the changes or additions affect your rights or obligations, we will inform you in advance.

9.3

Deviating or supplementary provisions must be in writing.

Thank you for your attention and for choosing Melting.

We wish you a good time on Melting.

State: 09.02.2025