

## Terms and Conditions of Service

This online personals service (the "Service") is a way for adults to meet each other. The Service is provided by DoneDate® Limited ("DoneDate").

This legal agreement ("Agreement") is made between You and Us. This Agreement, as it may be amended from time to time, applies to all users of any DoneDate site (the "Website")

You may not use the Service if you are under the age of 18 or you are not able to form legally binding contracts, or if your membership has been suspended by Us. Please read this Agreement carefully before registering for the Service. By registering for the Service, You become a DoneDate member (a "Member"), and You agree to be bound by the terms and conditions of this Agreement for as long as You continue to be a Member. **IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT REGISTER FOR THE SERVICE. THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE SUBJECT TO CHANGE BY US AT ANY TIME, EFFECTIVE UPON NOTICE TO YOU, WHICH NOTICE SHALL BE DEEMED TO HAVE BEEN PROVIDED UPON OUR POSTING OF THE CURRENT VERSION OF THIS AGREEMENT ON THE SERVICE.**

In this Agreement the following terms have the following meanings unless the context requires otherwise:

**"Agreement"** means the agreement between You and Us incorporating these terms and conditions for the provision of the Service, as amended from time to time in the manner set forth herein;

**"We, Us, Our"** means DoneDate® Limited; and

**"You, Your, Yourself"** means the person who registers for the Service, accepts the terms and conditions of this Agreement and whose application for membership of the Service is accepted by Us.

**ELIGIBILITY: MINORS MAY NOT BECOME MEMBERS.** By becoming a Member, You represent and warrant that You are at least 18 years old. By using the Service, You represent and warrant that You have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement. Your membership for the Service is for Your sole, personal use. You may not authorize others to use Your membership, and You may not assign or otherwise transfer Your account to any other person or entity.

**REGISTRATION AND SUBSCRIPTION:** Although You may register as a Member of the Service for free, if You wish to use the Service to initiate most communication with other members and use certain other elements of the Service, You must become a Subscriber and pay the fees that are set out in Our price list. This price list is part of this Agreement and We reserve the right, at any time, to change any fees or charges for using the Service. To become a Member, You must register for the Service. When and if You register to become a Member, You agree to provide accurate, current and complete information about Yourself as prompted by Our registration form ("Registration Data"), and to maintain and update Your information to keep it accurate, current and complete. You agree that We may rely on Your Registration Data as accurate, current and complete. You acknowledge that if Your Registration Data is untrue, inaccurate, not current or incomplete in any respect, We may terminate this Agreement and Your use of the Service and, in such event, You shall not be entitled to a refund of any unused subscription fees. Although we aim to verify the accuracy of the information provided by Our Members, We do not verify information in profiles, and We have no control over, do not

guarantee, and are not responsible for the quality, truth, accuracy, legality or safety of Our Members.

**TERM AND TERMINATION:** This Agreement will remain in full force and effect while You use the Service and/or are a Member. You may terminate your membership at any time via the Website or by sending Us written or email notice of termination. To learn how to terminate your membership, visit the Help section of the Website. Either You or We may terminate your membership by removing your profile, at any time, for any reason, with or without explanation, effective upon sending written or email notice to the other party. Upon such termination by Us without cause, We shall refund, pro rata, any unused portion of any subscription payments that We have received from You. In the event that (a) You terminate your subscription or membership or (b) We determine, in our sole discretion, that You have violated this Agreement or our posted Privacy Statement, You shall not be entitled to, nor shall We be liable to You for, any refund of any unused portion of any subscription payments We have received from You, and We may continue to bar Your use of the Service in the future. Even after membership is terminated, this Agreement will remain in effect.

**PROPRIETARY RIGHTS:** You represent and warrant to Us that the information posted in Your profile, including Your photograph, is posted by You and that You are the exclusive author of Your profile and the exclusive owner of Your photographs. You assign to Us, with full title guarantee, all copyright in Your profile, Your photographs posted, and any additional information sent to Us at any time in connection with Your use of the Service. You waive absolutely any and all moral rights to be identified as author of Your profile and owner of Your photograph and any similar rights in any jurisdiction in the world. In addition, other Members may post copyrighted information, which has copyright protection, whether or not it is identified as copyrighted. Except for that information which is in the public domain or for which You have been given express written permission, You will not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information. By posting information, photographs or content on any Service, You automatically grant, and You represent and warrant that You have the right to grant, to Us and other members, free of charge, an irrevocable, perpetual, non-exclusive, royalty-free, fully-paid, worldwide license to use, copy, perform, display, promote, publish and distribute such information, content and photographs and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sub-licenses of the foregoing.

**YOUR USE OF THE SERVICE:** As a Member, You agree that:

(1) You will use the Service in a manner consistent with any and all applicable laws and regulations. You will not include in Your profile any telephone numbers, street addresses, last names, URL's or email addresses, other than in response to Our prompts in the personal or general information sections of the Website. You will not engage in advertising to, or solicitation of, other members to buy or sell any products or services through the Service. You will not transmit any chain letters or junk email to other members. To protect Our members against such conduct, depending on the Website you Subscribe to, We currently limit the number of messages that any subscriber may send in a day. You are solely responsible for Your interactions with other members. We reserve the right, but have no obligation, to monitor and/or mediate disputes between You and other members.

(2) You are solely responsible for the content or information You publish or display (hereinafter, "post") on the Service, or transmit to other members. You will not post on the Service, or transmit to other members or to Us or Our employees, any defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive, or illegal material, or any material that infringes or violates another party's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity). You will not include in Your profile any offensive language, including but not limited to offensive anatomical or sexual references, or offensive sexually suggestive or connotative language, and You will not post any photos containing nudity or personal information. We reserve the right, but We have

no obligation, to reject any profile or photo that does not comply with the prohibitions set forth in this section. We reserve the right to refuse service to anyone, at our sole discretion.

(3) By becoming a Member, You agree to accept and consent to receiving email communications initiated from Us or through Us including, without limitation: message notification emails, "Your Match" emails, emails informing you about events and parties We organize, emails informing You of changes to the Service and emails informing You of promotions that either We provide or that are being provided by third parties. If you choose to respond to promotions that are provided by third parties and in the course of doing so, disclose information to any external service providers, and/or grant them permission to collect information about you, then their use of your information is governed by their private policies. Message notification emails such as "Your Match" emails, emails informing you about events and parties We organize and emails informing You of changes to the Service are provided by Us as part of the operation of the Service and you will receive these messages for as long as you are Our member. Should You not wish to receive any of Our email communications, please do not register with Us for the Service. However, You may opt-out of receiving Email communications sent from Us or through Us offering You third party goods or services. To learn how to do so, visit the Help section of the Website.

(4) You agree that We have no responsibility or liability for the deletion, corruption or failure to store any messages or other content maintained or transmitted by Our Service. You acknowledge that features, parameters or other services We provide may change at any time. You acknowledge that We reserve the right to sign out, terminate, delete or purge Your account from the Service if it is inactive. "Inactive" means that you have not signed in to the Service for a particular period of time, as determined by Us, in Our sole discretion.

(5) Our customer service employees are here to make your online experience enjoyable by providing assistance and guidance to You. When speaking to Our customer service employees on the telephone or communicating with them by any other means, You agree not to be abusive, obscene, profane, offensive, sexually oriented, threatening, harassing or racially offensive. Should any of Our customer service employees feel, at any point, threatened or offended by Your conduct, We reserve the right to immediately terminate Your membership and You shall not be entitled to the refund of any subscription payments We have received from You.

We are entitled to investigate and terminate Your membership if You have misused the Service, or behaved in a way which could be regarded as inappropriate, unlawful or illegal. The following is a partial, but not exhaustive, list of the types of actions that are illegal or prohibited under this Agreement:

You will not harass or impersonate any person or entity. You will not use any manual or automatic device or process to retrieve, index, data mine, or, in any way reproduce or circumvent the navigational structure or presentation of the Service or its contents. You will not express or imply that any of Your statements are endorsed by Us, without Our specific prior written consent. You will not interfere with or disrupt any Service or any Website, servers or networks connected to any Service or Website. You will not post, distribute or reproduce, in any way, any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. You will not remove any copyright, trademark or other proprietary rights notices contained in the Service or forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Service. You will not use meta tags or code or other devices containing any reference to Us or the Service or the Website connected to the Service in order to direct any person to any other website for any purpose. You will not modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Service or any software used on or for the Service or cause or enable others to do so. You will not post, email or otherwise transmit any material that contains software viruses or any other computer

code, files or programs designed to interrupt, harm or limit the functionality of any computer software or hardware.

**INDEMNITY BY MEMBER:** You will defend, indemnify, and hold Us and Our officers, directors, employees, agents and third parties harmless, for any losses, costs, liabilities or expenses relating to or arising out of Your use of the Service, including:

(I) Your breach of this Agreement; (II) any allegation that any materials that You submit to Us or transmit to the Service infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; and/or (III) Your activities in connection with the Service. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person.

**RELEASE:** If You have a dispute with one or more of Our Members, you release Us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from any claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such dispute.

**ONLINE CONTENT:** Opinions, advice, statements, offers, or other information or content made available through the Service, but not directly by Us, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. WE DO NOT GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION ON THE SERVICE AND WE NEITHER ADOPT NOR ENDORSE, NOR ARE WE RESPONSIBLE FOR, THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY OTHER THAN US. UNDER NO CIRCUMSTANCES ARE WE RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM ANY PERSON'S RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON THE SERVICE OR TRANSMITTED TO MEMBERS.

WE RESERVE THE RIGHT, BUT WE HAVE NO OBLIGATION, TO MONITOR THE MATERIALS POSTED IN THE PUBLIC AREAS OF THE SERVICE. WE SHALL HAVE THE RIGHT TO REMOVE ANY SUCH MATERIAL THAT, IN OUR SOLE DISCRETION, VIOLATES, OR IS ALLEGED TO VIOLATE, THE LAW OR THIS AGREEMENT. NOTWITHSTANDING THIS RIGHT, YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIALS YOU POST IN THE PUBLIC AREAS OF THE SERVICE AND IN YOUR PRIVATE EMAIL MESSAGES. EMAILS SENT BETWEEN YOU AND OTHER MEMBERS THAT ARE NOT READILY ACCESSIBLE TO THE GENERAL PUBLIC MAY BE REVIEWED BY US FOR COMPLIANCE WITH THIS AGREEMENT, BUT WILL BE TREATED BY US AS PRIVATE TO THE EXTENT REQUIRED BY APPLICABLE LAW.

**INTELLECTUAL PROPERTY.** All intellectual property rights in and to the Service are and shall be owned by Us, absolutely. Those rights include, but are not limited to, database rights, copyright, design rights (whether registered or unregistered), patents, trademarks (whether registered or unregistered) and other similar rights, wherever existing in the world, together with the right to apply for protection of the same. All other trademarks, logos, service marks, company or product names set forth in the Service are the property of their respective owners.

**PRIVACY:** The personal information (including sensitive personal information) You provide to Us will be stored on computers and/or servers. You consent to the use this information to create a profile of interests, preferences and browsing patterns and to allow You to participate in the Service. You also agree to read, review, comply with, uphold and maintain Our Privacy Statement and the terms and conditions thereof. By becoming a Member of the Service, you consent to your data being sent to to such other third parties and jurisdictions as may be involved in the provision and operation of the Service.

**DISCLAIMERS:** WE PROVIDE THE SERVICE ON AN "AS IS" BASIS AND GRANT NO WARRANTIES OF ANY KIND, EXPRESSED, IMPLIED OR STATUTORY, IN ANY COMMUNICATION WITH OUR REPRESENTATIVES, OR US OR OTHERWISE WITH RESPECT TO THE SERVICE. WE

SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, WE DO NOT WARRANT THAT YOUR USE OF THE SERVICE WILL BE SECURE, UNINTERRUPTED, ALWAYS AVAILABLE OR ERROR-FREE, OR THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT ANY DEFECTS IN THE SERVICE WILL BE CORRECTED. WE DISCLAIM LIABILITY FOR, AND NO WARRANTY IS MADE WITH RESPECT TO, CONNECTIVITY AND AVAILABILITY.

Although each member must agree to Our terms and conditions, We cannot guarantee that each member is at least the required minimum age, nor do we accept responsibility or liability for any content, communication or other use or access of the Service by persons under the age of 18 in violation of this Agreement. Also, it is possible that other members or users (including unauthorized users, or "hackers") may post or transmit offensive or obscene materials through the Service and that You may be involuntarily exposed to such offensive or obscene materials. It also is possible for others to obtain personal information about You due to Your use of the Service. Those others may use your information for purposes other than what You intended. We are not responsible for the use of any personal information that You disclose on the Service. Please carefully select the type of information that You post on the Service or release to others. WE DISCLAIM ALL LIABILITY, REGARDLESS OF THE FORM OF ACTION, FOR THE ACTS OR OMISSIONS OF OTHER MEMBERS OR USERS (INCLUDING UNAUTHORIZED USERS), WHETHER SUCH ACTS OR OMISSIONS OCCUR DURING THE USE OF THE SERVICE OR OTHERWISE.

**LIMITATION OF LIABILITY:** IN NO EVENT WILL WE BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, LOSS OF PROGRAMS, COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR SERVICE INTERRUPTIONS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE, EVEN IF WE OR OUR AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US FOR THE SERVICE DURING THE TERM OF YOUR MEMBERSHIP. WE DO NOT CONDUCT BACKGROUND CHECKS OR OTHERWISE SCREEN MEMBERS REGISTERING TO THE SERVICE IN ANY WAY. WE WILL NOT BE LIABLE FOR ANY DAMAGES, DIRECT, INDIRECT, INCIDENTAL AND/OR CONSEQUENTIAL, INCLUDING BUT NOT LIMITED TO PHYSICAL DAMAGES, BODILY INJURY OR EMOTIONAL DISTRESS, ARISING OUT OF THE USE OF THIS SERVICE, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING OUT OF YOUR COMMUNICATIONS WITH AND/OR INTERACTIONS WITH ANY OTHER MEMBER OF THE SERVICE, OR ANY INDIVIDUAL YOU MEET VIA THE SERVICE.

**DISPUTE RESOLUTION:** This Agreement is governed by the laws of the State of California without regard to its conflict of law provisions. You agree to personal jurisdiction by and exclusive venue in London, England with regard to any and all claims by you arising out of or related to the Website. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

**WAIVER AND SEVERABILITY OF TERMS:** Our failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision. In such case, the other provisions of this Agreement shall remain in full force and effect.

You certify that You have read and that You agree to be bound by the terms and conditions in this Agreement and our Privacy Policy.

## Terms and Conditions of Purchase

All purchases are subject to the following terms and conditions:

### **Additional terms and conditions:**

1. All purchases are final. No refund will be given for unused portions of your subscription period.
2. DoneDate.com guarantees that mail sent by Purchaser will be processed by the DoneDate.com system and sent to the recipient's mailbox on the DoneDate.com system. Notwithstanding, DoneDate.com does not guarantee a response from the recipient nor does it make any other promises or warranties of any kind.
3. Purchaser hereby agrees that subscription privileges are non-refundable in the event that Purchaser chooses to suspend or cancel his/her membership. Furthermore, no refund will be made in the event of termination of Purchaser's membership due to a violation of the Terms and Conditions of Service as outlined in there in. In that respect, Purchaser hereby agrees that offensive behavior towards other members or use of foul language in the chat room, emails to members or in Purchaser's profile will constitute sufficient grounds for such termination of Purchaser's membership by DoneDate.com.
4. All disputes resulting from the purchase tokens, other emailing privileges or any other purchase made within the DoneDate.com website shall be brought to a binding arbitration in accordance with the rules of the Better Business Bureau and all such arbitration shall take place in London, England.
5. By submitting this purchase, Purchaser hereby acknowledges, agrees and authorizes DoneDate.com to renew Purchaser's subscription, automatically, every month, at the guaranteed renewal rate that applies to the purchase option chosen by Purchaser, until such time as Purchaser instructs DoneDate.com to stop the renewals.