

## **TERMS OF USE** **MeetJapanLady.com**

**Version Date:** Sep 15 2013

This Terms of Use Agreement ("Agreement") constitutes a legally binding agreement made between you ("you" or "user") and Kaiwa Planet, LLC and its affiliated companies (collectively, "Company"), concerning your access to and use of the [www.MeetJapanLady.com](http://www.MeetJapanLady.com) website ("Website"). The Website provides a matchmaking service for non-Japanese men and Japanese women, as well as access information and consulting services for inter-cultural dating, relationships, and marriage, and also provides other related services that Company may offer from time to time ("Company Services"). *Membership requirements, dating protocols, dating safety tips, acceptable use policies, price schedules and other supplemental terms and conditions or documents may be posted on the Website from time to time, are hereby expressly incorporated into this Agreement by reference.*

The Website is hosted in the United States. Company makes no representation that the Website is appropriate or available in other locations. The information provided on the Website is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Company to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Website from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

Persons under the age of 18 are not permitted to register for the Website or use the Company Services.

COMPANY MAKES NO GUARANTEES THAT ANY PARTICULAR USER WILL FIND A SUITABLE MATCH, OR THAT A DESIRED MATCH WILL BE WILLING TO COMMUNICATE ON A DIRECT BASIS WITH YOU. YOU UNDERSTAND THAT COMPANY MAKES NO GUARANTEES, EITHER EXPRESS OR IMPLIED, REGARDING YOUR ULTIMATE COMPATIBILITY WITH INDIVIDUALS YOU MEET THROUGH THE COMPANY SERVICE OR AS TO THE CONDUCT OF SUCH INDIVIDUALS.

### **Acceptance of Terms of Use Agreement**

You accept and agree to be bound by this Agreement by acknowledging such acceptance during the registration process or by continuing to use the Website, and in such case, your usage constitutes acceptance. If you do not agree to abide by this Agreement, or to modifications that Company may make to this Agreement in the future, do not use or access or continue to use or access the Company Services or the Website. Registration for the Company Services is void where prohibited.

### **COMPANY SERVICES GENERALLY**

Company provides a "hands on" matchmaking service for non-Japanese men and Japanese women. Men and woman may view profiles. However, no contact information will be provided unless mutually agreed between the applicable man and woman. If a man and woman agree to have a face-to-face meeting, then we usually require that this occurs at our office in Japan.

While Company may request certain documentation and testing of users, Company does not independently verify information that a user provides and Company does not perform background checks. It is each user's obligation to independently verify all information that another user provides, and this may include performing a background check, in accordance with applicable law.

Accordingly, Company shall not be responsible or liable for any inaccuracies or misrepresentations made by any user and each user hereby waives any right of action against Company arising from any such inaccuracies or misrepresentations.

## **USER REPRESENTATIONS**

### ***General***

By using the Company Services, you represent and warrant that:

- a. You are at least 18 years of age;
- b. You are single or divorced - *if you are separated, but not yet legally divorced, you may not request to use, register to use, or use the Company Services;*
- c. You will treat all fellow users with dignity and respect;
- d. All registration information you submit is truthful and accurate, you will truthfully answer the questions in any profile tests, surveys or similar exercises completed through the Company Services, and all other information that you provide to Company or any user shall be true, accurate and complete;
- e. You will maintain the accuracy of all information you provide to Company or through the Website;
- f. You have never been convicted of a felony and are not required to register as a sex offender with any government entity. COMPANY DOES NOT CURRENTLY CONDUCT CRIMINAL BACKGROUND SCREENINGS ON ITS USERS. However, Company reserves the right to conduct a criminal background check, at any time and using available public records, to confirm your compliance with this subsection. BY AGREEING TO THIS AGREEMENT, YOU HEREBY AUTHORIZE ANY SUCH CHECK.
- g. You will keep your password confidential and will be responsible for all use of your password and account;
- h. Your use of the Company Services does not violate any applicable law or regulation;
- i. You will not include in your user profile any telephone numbers, street addresses, last names, URLs or email addresses;
- j. You agree to only maintain photos of yourself posted to your personal profile that are no more than 2 years old; and
- k. You will notify Company promptly of any user's violation of the terms of this Agreement.

If you provide any information that is untrue, inaccurate, not current or incomplete, or Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Company has the right to suspend or terminate your account and refuse any and all current or future use of the Website (or any portion thereof).

As a user of the Website, you will create only one unique profile. In addition, your use of the Company Services must be for bona fide relationship-seeking purposes in order to maintain the integrity of the Company Services, and not for any other purpose. The user name you select may be removed by Company if Company determines in its discretion that the name is inappropriate in any manner for use on the Website.

### ***Account Security***

You will maintain the confidentiality of the username and password that you designate during the registration process, and you will be fully responsible for all activities that occur under your username and password. You agree to (a) immediately notify Company of any unauthorized use of your username or password or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Company will not be liable for any loss or damage arising from your failure to comply with this provision. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

### **Content Provided by You on the Website**

You are solely and entirely responsible for the content that you publish or display ("Contribution") on the Website or transmit to other users and for any harm resulting from your Contributions including from your postings to the interactive portions of the Website. When you create, transmit or make available a Contribution, you thereby represent and warrant that:

- a. the creation, distribution, transmission, public display and performance, accessing, downloading and copying of your Contribution does not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights of any third party;
- b. you have fully complied with any third-party licenses relating to your Contribution, and have done all things necessary to successfully pass through to viewers any required terms;
- c. your Contribution does not contain any viruses, worms, Trojan horses, malicious code or other harmful or destructive content;
- d. your Contribution is not obscene, lewd, lascivious, filthy, violent or potentially violent, harassing or otherwise objectionable, libelous or slanderous, does not advocate the violent overthrow of the government of the United States, does not incite, encourage or threaten immediate physical harm against another, does not violate any applicable law, regulation, or rule, and does not violate the privacy or publicity rights of any third party;
- e. your Contribution does not contain material that solicits personal information from anyone under 18 or exploit people under the age of 18 in a sexual or violent manner, and does not violate any federal or state law concerning child pornography or otherwise intended to protect the health or wellbeing of minors;
- f. if your employer has rights to intellectual property you create, you have either (i) received permission from your employer to make available the Contribution, or (ii) secured from your employer a waiver as to all rights in or to your Contribution;

- g. your Contribution does not violate any state or federal law designed to regulate electronic advertising;
- h. your Contribution does not amount to trolling, or the making of controversial statements for the sole purpose of generating responses by others;
- i. your Contribution does not constitute, contain, install or attempt to install or promote spyware, malware or other computer code, whether on Company's or others' computers or equipment, designed to enable you or others to gather information about or monitor the online or other activities of another party;
- j. your Contribution does not inundate the Website with communications or other traffic suggesting no serious intent to use the Website for its stated purpose;
- k. your Contribution does not otherwise violate, or link to material that violates, any provision of this Agreement or any applicable law or regulation; and
- l. your Contribution does not contain pictures, data, audio or visual files, or any other content that is excessive in size, as determined by Company in its sole discretion.

## **CONTRIBUTION LICENSE**

When you post a Contribution to the Website, you authorize and direct us to make such copies thereof as we deem necessary in order to facilitate the posting and storage of the Contributions on the Website, including any derivative of the Website or other related media form, such as mobile websites, widgets that may contain Contributions, or other media forms. By posting Contributions to any part of the Website, or making them accessible to the Website by linking your account to any of your social network accounts, you automatically grant, and you represent and warrant that you have the right to grant, to the Company an irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide license to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such Contributions for any purpose, commercial, advertising, or otherwise, on or in connection with the Website or the promotion thereof, to prepare derivative works of, or incorporate into other works, such Contributions, and to grant and authorize sublicenses of the foregoing. The use and distribution of your Contributions may occur in any media formats and through any media channels for the purpose of publishing and promoting your Contributions in connection with services offered or to be offered by Company. Such use and distribution license will apply to any form, media, or technology now known or hereafter developed. The Company does not assert any ownership over your Contributions; rather, as between us and you, subject to the rights granted to us in this Agreement, you retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions.

Company has the right, in our sole and absolute discretion, to (i) edit, redact or otherwise change any Contributions, (ii) re-categorize any Contributions to place them in more appropriate locations or (iii) pre-screen or delete any Contributions that are determined by Company in its sole discretion to be inappropriate or otherwise in violation of this Agreement, including but not limited to Contributions containing offensive language and advertisements.

## **SOCIAL MEDIA**

We may provide you the option to connect your account on our Website to your account on some social networking sites (such as via Facebook Connect) for the purpose of logging in, uploading information or enabling certain features on the Company Service. When enabling this feature, we will disclose to you the information we collect from the connected social networking site, and will use such information in compliance with our Privacy Policy. Once connected, other users may also be able to see information about your social network, such as the size of your network and your friends, including common friends. By connecting your account on our Website to your account on any social networking site, you hereby consent to the continuous release of information about you to us. We will not send any of your account information to the connected social networking site without first disclosing that to you. You can always disconnect the accounts via your account settings page. Each social network may further allow you to set privacy controls around your information on their system, and our collection of information will always follow such controls and permissions. This feature is subject to continuous change and improvement by us and each social networking site involved, and therefore the available features and shared information are subject to change without notice to you.

## **SUBSCRIPTION CHARGES**

*Membership.* If you wish to access the Website to communicate with other users and gain access to the features of the Website, you must agree to pay for a subscription. Our subscription schedule provides a description of our subscription plans and prices. Subscription prices and charges are part of this Agreement and we reserve the right, at any time, to change any prices for using the Website, upon prior notice to you. We may also provide the option of a free membership, which may be added or discontinued at our discretion. Free memberships would usually include limited access to features and/or limited terms.

*Billing.* Company bills you through an online account (your "Billing Account") for use of the Company Services. You agree to pay Company all charges at the prices then in effect for any use of the Company Services by you or other persons (including your agents) using your Billing Account, and you authorize Company to charge your chosen payment provider (your "Payment Method") for the Company Services. You agree to make payment using that selected Payment Method. Company reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment.

*Recurring Charges.* Most subscription plans for the Company Service's consist of an initial period, for which there is a one time charge, followed by recurring period charges as agreed to by you. By entering into this Agreement, you acknowledge that your payment has an initial and recurring payment feature and you accept responsibility for all recurring charges prior to cancellation. COMPANY MAY SUBMIT PERIODIC CHARGES (E.G., MONTHLY) WITHOUT FURTHER AUTHORIZATION FROM YOU, UNTIL YOU PROVIDE PRIOR NOTICE (CONFIRMED IN WRITING UPON REQUEST BY COMPANY) THAT YOU HAVE TERMINATED THIS AUTHORIZATION OR WISH TO CHANGE YOUR PAYMENT METHOD. SUCH NOTICE WILL NOT AFFECT CHARGES SUBMITTED BEFORE COMPANY REASONABLY COULD ACT. TO TERMINATE YOUR AUTHORIZATION OR CHANGE YOUR PAYMENT METHOD, GO TO YOUR ACCOUNT SETTINGS OR CONTACT US BY USING THE CONTACT INFORMATION SET FORTH BELOW.

YOU MUST PROVIDE CURRENT, COMPLETE AND ACCURATE INFORMATION FOR YOUR BILLING ACCOUNT. YOU MUST PROMPTLY UPDATE ALL INFORMATION TO KEEP YOUR BILLING ACCOUNT CURRENT, COMPLETE AND ACCURATE (SUCH AS A CHANGE IN BILLING ADDRESS, CREDIT CARD NUMBER, OR CREDIT CARD EXPIRATION DATE), AND YOU MUST PROMPTLY NOTIFY COMPANY IF YOUR PAYMENT METHOD IS CANCELED (E.G., FOR LOSS OR THEFT) OR IF YOU BECOME AWARE OF A POTENTIAL BREACH OF SECURITY, SUCH AS THE UNAUTHORIZED DISCLOSURE OR USE OF YOUR USER NAME OR PASSWORD. CHANGES TO SUCH INFORMATION CAN BE MADE AT YOUR ACCOUNT SETTINGS. IF YOU FAIL TO PROVIDE COMPANY WITH ANY OF THE FOREGOING INFORMATION, YOU AGREE THAT COMPANY MAY CONTINUE CHARGING YOU FOR ANY USE OF THE COMPANY SERVICE'S UNDER YOUR BILLING ACCOUNT UNLESS YOU HAVE TERMINATED YOUR ACCOUNT FOR THE COMPANY SERVICES (CONFIRMED BY YOU IN WRITING UPON REQUEST BY COMPANY).

*Charge Variations.* If the amount to be charged to your Billing Account varies from the amount you preauthorized (other than due to the imposition or change in the amount of state sales taxes), you have the right to receive, and Company shall provide, notice of the amount to be charged and the date of the charge at least 10 days before the scheduled date of the transaction. Any agreement you have with your Payment Method Provider will govern your use of your Payment Method.

*Auto-renewal.* Subscriptions will be automatically extended for successive renewal periods of the same duration as the subscription term originally selected, at the then-current non-promotional fee rate. To change or terminate your subscription at any time, go to your account settings. If you terminate, you may use your subscription until the end of your then-current subscription term; your subscription will not be renewed after your then-current term expires. However, you will not be eligible for a prorated refund of any portion of the fee paid for the then-current subscription period.

*Free Trials and Other Promotions.* Any free trial or other promotion must be used within the specified time of the trial. At the end of the trial period, if you do not order a paid subscription, your access to the Website will become automatically limited.

CERTAIN STATES ALLOW YOU TO CANCEL THIS AGREEMENT, WITHOUT ANY PENALTY OR OBLIGATION, AT ANY TIME PRIOR TO MIDNIGHT OF COMPANY'S THIRD BUSINESS DAY FOLLOWING THE DATE OF THIS AGREEMENT, EXCLUDING SUNDAYS AND HOLIDAYS. TO CANCEL, CALL A COMPANY CUSTOMER SUPPORT REPRESENTATIVE DURING NORMAL BUSINESS HOURS AT OUR CONTACT INFORMATION SET FORTH BELOW OR FOLLOW THE INSTRUCTIONS PROVIDED IN YOUR ACCOUNT SETTINGS TO CANCEL. THIS SECTION APPLIES ONLY TO INDIVIDUALS RESIDING IN STATES WITH SUCH LAWS.

## **SUBMISSIONS**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Website or the Company Services ("Submissions") provided by you to Company are non-confidential and Company (as well as any designee of Company) shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

## **PROHIBITED ACTIVITIES**

You may not access or use the Website for any other purpose other than that for which Company makes it available. The Website is for the personal use of users only and may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by Company. Certain activities, even if legal, may violate the common rules of etiquette governing Contributions, as determined by Company in Company's sole discretion. Prohibited activity includes, but is not limited to:

- a. criminal or tortious activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, copyright infringement, patent infringement, or theft of trade secrets;
- b. advertising to, or solicitation of, any user to buy or sell any products or services;
- c. making any unauthorized use of the Company Services, including collecting user names and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email;
- d. engaging in unauthorized framing of or linking to the Website;
- e. transmitting chain letters or junk email to other users;
- f. using any information obtained from the Website in order to contact, advertise to, solicit, or sell to any user without their prior explicit consent;
- g. engaging in any automated use of the system, such as using scripts to add friends or send comments or messages;
- h. interfering with, disrupting, or creating an undue burden on the Website or the networks or services connected to the Website;
- i. attempting to impersonate another user or person;
- j. using the user name of another user;
- k. promoting or soliciting involvement in or support of a political platform, religion, cult, or sect;
- l. disseminating another person's personal information without his or her permission, or collecting or soliciting another person's personal information for commercial or unlawful purposes;
- m. posting of information that is off-topic, meaningless, or otherwise intended to annoy or interfere with others' enjoyment of the Website;
- n. selling or otherwise transferring your profile;
- o. using any information obtained from the Website in order to harass, abuse, or harm another person;
- p. decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Website;
- q. harassing, annoying, intimidating or threatening any Company employees or agents engaged in providing any portion of the Company Services to you;
- r. displaying an advertisement, or accepting payment or anything of value from a third person in exchange for your performing any commercial activity on or through the Website on behalf of that person, such as posting blogs or bulletins with a commercial purpose; and
- s. using the Website in a manner inconsistent with any and all applicable laws and regulations.

### ***Non-commercial Use by Users***

The Website is for the personal use of individual users only and may not be used in connection with any commercial endeavors. Organizations, companies, and/or businesses may not become users and should not use the Service or the Website for any purpose. Illegal and/or unauthorized uses of the Website, including collecting user names and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email and unauthorized framing of or linking to the Website may be investigated, and appropriate legal action may be taken, including without limitation, civil, criminal, and injunctive redress.

## **INTELLECTUAL PROPERTY RIGHTS**

The content on the Website ("Company Content") and the trademarks, service marks and logos contained therein ("Marks") are owned by or licensed to Company, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Company Content, includes, without limitation, all source code, databases, functionality, software, website designs, video, audio, text and graphics. All Company graphics, logos, designs, page headers, button icons, scripts and service names are trademarks, trademarks or trade dress of Company in the U.S. and/or other countries. Company's trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of the Company. Company Content on the Website is provided to you "AS IS" for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. Systematic retrieval of data or other content from the Website to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from Company is prohibited. Provided that you are eligible to use the Website, you are granted a limited license to access and use the Website and the Company Content and to download or print a copy of any portion of the Company Content to which you have properly gained access solely for your personal, non-commercial use. Company reserves all rights not expressly granted to you in and to the Website and Company Content and Marks. If you download or print a copy of the Company Content for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any Company Content or enforce limitations on use of the Website or the Company Content therein.

## **THIRD PARTY WEBSITES AND CONTENT**

The Website contains (or you may be sent through the Website or the Company Service) links to other websites ("Third Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties (the "Third Party Content"). Such Third Party Websites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Websites accessed through the Website or any Third Party Content posted on, available through or installed from the Website, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third



Party Websites or the Third Party Content. Inclusion of, linking to or permitting the use or installation of any Third Party Website or any Third Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Website and access the Third Party Websites or to use or install any Third Party Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Website or relating to any applications you use or install from the website. Any purchases you make through Third Party Websites will be through other websites and from other companies, and Company takes no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party.

## **SITE MANAGEMENT**

Company reserves the right but does not have the obligation to:

- a. monitor the Website for violations of this Agreement;
- b. take appropriate legal action against anyone who, in Company's sole discretion, violates this Agreement, including without limitation, reporting you to law enforcement authorities;
- c. in Company's sole discretion and without limitation, refuse, restrict access to or availability of, or disable (to the extent technologically feasible) any user's Contribution or any portion thereof that may violate this Agreement or any Company policy;
- d. in Company's sole discretion and without limitation, notice or liability to remove from the Website or otherwise disable all files and content that are excessive in size or are in any way burdensome to Company's systems;
- e. terminate the accounts of repeat infringers; and
- f. otherwise manage the Website in a manner designed to protect the rights and property of Company and others and to facilitate the proper functioning of the Website.

## **PRIVACY**

Company respects the privacy of our users. Please review the Company Privacy Policy. By using the Website or the Company Services, you are consenting to have your personal data transferred to and processed in the United States and you are agreeing to be subject to the terms of the Privacy Policy.

## **TERM AND TERMINATION**

This Agreement shall remain in full force and effect while you use the Website. You may terminate your use or participation at any time, for any reason, by following the instructions for terminating user accounts in the account settings, by sending us an email or otherwise contacting us using the contact information below. If you terminate your account, your account will remain active until the end of your then-current subscription period (that is, the subscription period through which you had paid (if applicable) prior to your termination).

WITHOUT LIMITING ANY OTHER PROVISION OF THIS AGREEMENT, COMPANY RESERVES THE RIGHT TO, IN COMPANY'S SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY TERMINATE ACCOUNTS, DENY ACCESS TO AND USE OF THE WEBSITE

THE COMPANY SERVICES TO ANY PERSON FOR ANY REASON OR FOR NO REASON AT ALL, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THIS AGREEMENT, OR OF ANY APPLICABLE LAW OR REGULATION, AND COMPANY MAY TERMINATE YOUR USE OR PARTICIPATION IN THE WEBSITE AND THE COMPANY SERVICES, DELETE YOUR PROFILE AND ANY CONTENT OR INFORMATION THAT YOU HAVE POSTED AT ANY TIME, WITHOUT WARNING, IN COMPANY'S SOLE DISCRETION.

In order to protect the integrity of the Company Services, Company reserves the right at any time in its sole discretion to block certain IP addresses from accessing the Company Services.

Any provisions of this Agreement that, in order to fulfill the purposes of such provisions, need to survive the termination or expiration of this Agreement, shall be deemed to survive for as long as necessary to fulfill such purposes.

## **MODIFICATIONS**

### *To Agreement*

Company may modify this Agreement from time to time. Any and all changes to this Agreement will be reflected on the Website and revisions will be indicated by date. You agree to be bound to any changes to this Agreement when you use the Company Services after any such modification is posted on the Website. Company may also, in its discretion, choose to alert all users with whom it maintains email information of such modifications by means of an email to their most recently provided email address. It is therefore important that you regularly review this Agreement and keep your contact information current to ensure you are informed of changes. Modifications to this Agreement shall be effective when posted. Additionally, modifications made to this Agreement applicable to dispute resolution shall not apply to disputes arising prior to the effective date of the modification.

### *To Services*

Company reserves the right at any time to modify or discontinue, temporarily or permanently, the Company Services (or any part thereof) with or without notice. You agree that Company shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Company Services.

## **DISPUTES**

### ***Between Users***

If there is a dispute between users of the Website, or between users and any third party, you understand and agree that Company is under no obligation to become involved. In the event that you have a dispute with one or more other users, you hereby release Company, its officers, employees, agents and successors in rights from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or the Company Services.

### ***With Company***

All questions of law, rights, and remedies regarding any act, event or occurrence undertaken pursuant or relating to this Website or the Company Services shall be governed and construed by the law of the State of Maryland, excluding such state's conflicts of law rules. Any legal action of whatever nature by or against Company arising out of or related in any respect to this Website and the Company Services shall be brought solely in either the applicable federal or state courts located in or with jurisdiction over Baltimore County, Maryland; subject, however, to the right of Company, at the Company's sole discretion, to bring an action to seek injunctive relief to enforce this Agreement or to stop or prevent an infringement of proprietary or other third party rights (or any similar cause of action) in any applicable court in any jurisdiction where jurisdiction exists with regard to a user. You hereby consent to (and waive any challenge or objection to) personal jurisdiction and venue in the above-referenced courts. Application of the United Nations Convention on Contracts for the International Sale of Goods is excluded from this Agreement. Additionally, application of the Uniform Computer Information Transaction Act (UCITA) is excluded from this Agreement. In no event shall any claim, action or proceeding by you related in any way to the Website and/or the Company Service (including your visit to or use of the Website and/or the Company Service) be instituted more than two (2) years after the cause of action arose.

## **CORRECTIONS**

Occasionally there may be information on the Website that contains typographical errors, inaccuracies or omissions that may relate to service descriptions, pricing, availability, and various other information. Company reserves the right to correct any errors, inaccuracies or omissions and to change or update the information at any time, without prior notice.

## **DISCLAIMERS**

Company cannot control the nature of all of the content available on the Website. By operating the Website, Company does not represent or imply that Company endorses any blogs, Contributions or other content available on or linked to by the Website, including without limitation content hosted on third party websites, or that Company believes Contributions, blogs or other content to be accurate, useful or non-harmful. We do not control and are not responsible for unlawful or otherwise objectionable content you may encounter on the Website or in connection with any Contributions. The Company is not responsible for the conduct, whether online or offline, of any user of the Website or Company Services.

In addition to the preceding paragraph and other provisions of this Agreement, any advice that may be posted on the Website is for informational and entertainment purposes only and is not intended to replace or substitute for any professional financial, medical, legal, or other advice. Company makes no representations or warranties and expressly disclaims any and all liability concerning any treatment, action by, or effect on any person following the information offered or provided within or through the Website. If you have specific concerns or a situation arises in which you require professional or medical advice, you should consult with an appropriately trained and qualified specialist.

You are solely and entirely responsible for your interactions with other users. Company makes no representations or warranties as to the conduct of users or their compatibility with any current or future users. Opinions, advice, statements, offers,

or other information or content made available through the Company Service, but not directly by Company, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content.

IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE COMPANY SERVICES, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE COMPANY SERVICES OR PERSONS YOU MEET THROUGH THIS SERVICE. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL INTERACTIONS WITH OTHER USERS OF THE SERVICE, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON. IN ADDITION, YOU AGREE TO REVIEW ANY OF COMPANY'S DATING SAFETY TIPS THAT MAY BE POSTED ON THE WEBSITE PRIOR TO USING THE COMPANY SERVICES OR ARRANGING ANY DATES. YOU UNDERSTAND THAT COMPANY MAKES NO GUARANTEES, EITHER EXPRESS OR IMPLIED, REGARDING YOUR ULTIMATE COMPATIBILITY WITH INDIVIDUALS YOU MEET THROUGH THE COMPANY SERVICES. YOU SHOULD NOT PROVIDE YOUR FINANCIAL INFORMATION (FOR EXAMPLE, YOUR CREDIT CARD OR BANK ACCOUNT INFORMATION) TO OTHER USERS.

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## **LIMITATIONS OF LIABILITY**

IN NO EVENT SHALL COMPANY OR ITS DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE WEBSITE OR COMPANY SERVICES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, COMPANY'S 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 COMPANY FOR THE COMPANY SERVICES DURING THE PERIOD OF 3 MONTHS PRIOR TO ANY CAUSE OF ACTION ARISING, BUT IN NO EVENT SHALL SUCH AMOUNT BE LESS THAN \$50.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

## **INDEMNITY**

You agree to defend, indemnify and hold Company, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from and against, any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of your Contributions, use of the Company Services, use of the Company Services in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above. Notwithstanding the foregoing, Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Company, and you agree to cooperate, at your expense, with Company's defense of such claims. Company will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

## **NOTICES**

Except as explicitly stated otherwise, any notices given to Company shall be given by email to the email address appearing below. Any notices given to you shall be given to the email address you provided during the registration process, or such other address as each party may specify. Notice shall be deemed to be given 24 hours after the email is sent, unless the sending party is notified that the email address is invalid. We may also choose to send notices by regular mail or discussion forum postings.

## **MISCELLANEOUS**

This Agreement constitutes the entire agreement between you and Company regarding the use of the Company Services. The failure of Company to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. This Agreement operates to the fullest extent permissible by law. This Agreement may not be assigned by you without our express written consent. Company may assign any or all of its rights and obligations to others at any time. Company shall not be responsible or liable for any loss, damage, delay or failure to act caused by any cause beyond Company's reasonable control. If any provision or part of a provision of this Agreement is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.

## **CONTACT US**

In order to resolve a complaint regarding the Company Services or to receive further information regarding use of the Company Services, please contact Company as set forth below or, if any complaint with us is not satisfactorily resolved, and you are a California resident, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs in writing at 400 "R" Street, Sacramento, California 95814 or by telephone at 1-916-445-1254.

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