

## **TERMS OF USE AND PRIVACY AGREEMENT**

### **Definitions**

"Agreement" means this Terms of Service Agreement, as the same may be amended, modified or supplemented from time to time;

"Member" means a User of a website operated by Soulmates.net who has registered for an account by submitting the required personal information and created a profile;

"Privacy Statement" means the Privacy Statement posted on Soulmates.net

"Registration Information" means any data entered into a website form on an Soulmates.net website;

"Service" means the dating services provided by or any other website operated by Soulmates.net;

"User" means any individual user of a website operated by Soulmates.net.

"You" refers to the user of this website and its related services, and as such you have gained the right to use this website by respecting the applicable Terms of Use described in detail below.

Soulmates.net ("Soulmates") is the exclusive owner and operator of Soulmates.net (the website).

As used in this Agreement, "we" and "us" means Soulmates or any successor or assign of Soulmates.

"Service(s)" refers to your use of Soulmates.net for any purpose whatsoever.

### **OVERVIEW**

This Terms of Use Agreement (the "Agreement") sets forth the terms and conditions which apply to your use of the Soulmates.net website and all services offered by Soulmates. By completing the subscription process you are indicating that you agree to be bound by all of the terms in this Agreement. Please print and keep a copy of this Agreement for your records.

We reserve the right, at any time, to change or modify the terms and conditions applicable to your subscription. Such changes will become effective upon notification, which we may effect by sending you notice by email and posting a revised Agreement on this website, which you can access at any time using the "Terms of Use" link. Your continued use of our service after notification of such a change has been sent

It shall be deemed to constitute acceptance by you of any such changes, modifications, additions or deletions. You agree to review this Agreement periodically to be aware of any such revisions.

## **ELIGIBILITY**

You must be 18 years of age or older to visit or use this website in any manner. By visiting Soulmates.net or accepting these Terms of Use, you represent and warrant to Soulmates that you are 18 years of age or older, and that you have the right, authority and capacity to agree to and abide by these Terms of Use. You also represent and warrant to Soulmates that you will use this website in a manner consistent with any and all applicable laws and regulations.

Soulmates.net is a dating service for Jewish "single" adults seeking to connect with other Jewish "single" adults. Members shall disclose their religious affiliations as part of their registration. Members misrepresenting their religious affiliation shall be permanently prohibited from using any website operated by Soulmates. Furthermore, the provisions of this Agreement shall survive any termination of this Agreement pursuant to this Paragraph.

## **USER AGREEMENT**

This Agreement constitutes your agreement with Soulmates with respect to your use of the Service. You must agree to abide by all of the terms and conditions contained in this Agreement in order to become or remain an authorized user of the Service.

## **RIGHT TO USE**

Your right to use the Service is subject to any limitations, conditions and restrictions established by us from time to time, in our sole discretion. We may alter, suspend or discontinue any aspect of the Service at any time, including the availability of any Service feature, database or content. We may also impose limits on certain features and aspects of the Service or restrict your access to parts or all of the Service without notice or liability.

## **CODE OF CONDUCT**

You agree to use the Service in accordance with the following Code of Conduct:

- a. You will keep all information provided to you through the Service as private and confidential and will not give such information to anyone without the permission of the person who provided it to you;
- b. You will not use the Service to engage in any form of harassment or offensive behavior, including but not limited to the posting of communications, pictures or recordings which contain libelous, slanderous,

Any abusive or defamatory statements, or racist, pornographic, obscene, or offensive language;

c. You will not forward chain letters through the Service;

d. You will not use the Service to infringe the privacy rights, property rights, or any other rights of any person;

e. You will not post messages, pictures or recordings or use the Service in any way which

i. Violates, plagiarizes or infringes upon the rights of any third party, including but not limited to any copyright or trade-mark law, privacy or other personal or proprietary rights, or

ii. Is fraudulent or otherwise unlawful or violates any law; and

f. You will not use the Service to distribute, promote or otherwise publish any material containing any solicitation for funds, advertising or solicitation for goods or services.

g. You will not use the Service to distribute or up load any virus, Trojan horses or do anything else that might cause harm to the Service, Soulmates systems or to other members' systems in any way.

h. You will not post or transmit in any manner any contact information including, but not limited to, email addresses, "instant messenger" nicknames, telephone numbers, postal addresses, URLs, or full names through your publicly posted information.

i. You will not cause the Service to be accessed through an automated or robotic means, including but not limited to the rapid access of the site as in a denial-of-service attack. Such restriction shall not apply to legitimate search engine activity, which does not place an unreasonable burden on the Service.

j. You will not use a third-party application such as a mobile smart phone application, social media or other Web page widget, or any other such mobile, social media, Web, or desktop application to access the Service, except where such application is either provided by us or endorsed by us. Such restriction shall not apply to a browser application, which merely displays the pages of the Service in their entirety without modification or reformulation of content.

k. You agree to be responsible for your interactions with other members on this site. You agree that Soulmates is not responsible or liable for material posted by other members or third parties. You agree that you are responsible to investigate members to determine if they are actually using the site, legitimately, for dating purposes. We strongly recommend you to be cautious; remain skeptical of any members prior to getting to know them and verifying their background.

## **MONITORING OF INFORMATION**

We reserve the right to monitor all advertisements, public postings and messages to ensure that they conform to content guidelines that are monitored by us and subject to change from time to time. To learn more about this behavioral advertising practice or to opt-out of this type of advertising, you can visit [networkadvertising.org](http://networkadvertising.org).

## **REMOVAL OF INFORMATION**

While we do not and cannot review every message or other material posted or sent by users of the Service, and are not responsible for any content of these messages or materials, we reserve the right, but are not obligated, to delete, move, or edit messages or materials, including without limitation profiles, public postings and messages, that we, in our sole discretion, deem to violate the Code of Conduct set out above or any other applicable content guidelines, or to be otherwise unacceptable. You shall remain solely responsible for the content of profiles, public postings, messages and other materials you may upload to the Service or users of the Service.

## **TECHNICAL MALFUNCTION:**

Users agree that Soulmates shall have no responsibility or liability for the deletion, corruption or failure to store any messages or other content maintained or transmitted by Soulmates

## **TERMINATION OF ACCESS TO SERVICE**

We may, in our sole discretion, terminate or suspend your access to all or part of the Service at any time, with or without notice, for any reason, including, without limitation, breach of this Agreement. Without limiting the generality of the foregoing, any fraudulent, abusive, or otherwise illegal activity, or that may otherwise affect the enjoyment of the Service or the Internet by others may be grounds for termination of your access to all or part of the Service at our sole discretion, and you may be referred to appropriate law enforcement agencies.

## **PROPRIETARY INFORMATION**

The Service contains information, which is proprietary to us, our partners, and our users. We assert full copyright protection in the Service. Information posted by us, our partners or users of the Service may be protected whether or not it is identified as proprietary to us or to them. You agree not to modify, copy or distribute any such information in any manner whatsoever without having first received the express written permission of the owner of such information.

## **NO RESPONSIBILITY**

You acknowledge that we are not responsible for suspension of the Service, regardless of the cause of the interruption or suspension. Although each User must agree to these terms and conditions, Soulmates cannot

Guarantee that each member is at least the required minimum age, nor do we accept responsibility or liability of 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 a User may be involuntarily exposed to such offensive or obscene materials. It also is possible for others to obtain personal information about Users due to each such Users use of the Service. Those others may use such information for purposes other than that intended by the User who posted the information. Soulmates is not responsible for the use of any personal information that a User chooses to disclose on the Service.

## **SECURITY**

Your account is private and should not be used by anyone other than you. You are responsible for all usage or activity on the Service by users using your password, including but not limited to use of your password by any third-party.

## **EXTERNAL LINKS**

The Service may from time to time contain links to other Internet sites and resources ("External Links"). You acknowledge that we are not responsible for, and have no liability as a result of the availability of External Links or their contents. We suggest that you review the terms of use and privacy statements of such External Links prior to using them.

## **MAKING CLAIMS OF COPYRIGHT INFRINGEMENT**

If you believe that any material or content distributed by Soulmates constitutes copyright infringement, please provide us with the following information: an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; a description of the copyrighted work that you claim has been infringed; a description of where the material that you claim is infringing is located on our website; your address, telephone number and email address; a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

## **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

You understand and agree that you use Soulmates and its related services at your own risk. Soulmates services are provided on an "as is" basis without representations or warranties of any kind, whether express or implied, including but not limited to warranties of title, non-infringement, or implied warranties of merchantability or fitness for a particular purpose, other than those warranties which are incapable of

Exclusion under law.

Soulmates provides on-line personal dating services and tools to singles and other similarly interested individuals, as well as forums for discussion and commentaries to subscribers through the Soulmates website and other means of distribution. Soulmates does not guarantee the accuracy, completeness, or timeliness of, or otherwise endorse any information contained on Soulmates. Due to the number of sources from which content distributed by Soulmates is obtained, there may be delays, omissions or inaccuracies in such content. You acknowledge that use of the service is at your own risk. we do not represent or endorse the accuracy or reliability of any member profile, advice, opinion, statement or other information displayed, uploaded or distributed through the service by Soulmates, our partners or any user of the service or any other person or entity. You acknowledge that any reliance upon any such opinion, member profile, advice, statement or information shall be at your sole risk. Your continued use of the service now, or following the posting of notice of any changes in this agreement, will constitute a binding acceptance by you of this agreement, or any subsequent modifications.

You hereby acknowledge and agree that under no circumstances will Soulmates, its officers, directors, employees, agents and third party content providers or third party related partners/matchmakers or licensors be liable to you or any third party for any loss whatsoever caused by your use or reliance on information obtained through the content distributed by Soulmates as well as any direct, indirect, incidental, special, punitive or consequential damages or injury arising out of the use or inability to use the Soulmates service or out of the breach of any warranty, or caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to and/or alteration of the Soulmates website, no matter whether such claims are based in contract, tort, negligence, strict liability or any other cause of action, and regardless of whether Soulmates has been advised of the possibility of such damages.

Some jurisdictions limit the availability of such limitation of liability, in which case the provisions of this section may not apply to you. Notwithstanding the foregoing, in no event shall our liability exceed the sum of \$100.00 Canadian dollars.

Opinions, advice, statements, offers, or other information or content made available through the Service are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content.

**SOULMATES DOES NOT GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION ON THE SERVICE AND NEITHER ADOPTS NOR ENDORSES, NOR IS RESPONSIBLE FOR, THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE ON SOULMATES WEBSITE. 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.**

**SOULMATES RESERVES THE RIGHT, BUT SHALL HAVE NO OBLIGATION, TO MONITOR THE MATERIALS POSTED IN THE PUBLIC AREAS OF THE SERVICE. SOULMATES SHALL HAVE THE RIGHT TO REMOVE ANY SUCH MATERIAL THAT, IN ITS 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.

## **INDEMNITY**

You hereby agree to indemnify, defend and hold harmless Soulmates and all officers, directors, owners, agents, information providers, affiliates, licensors and licensees (collectively, the "Indemnified Parties") from and against any and all liability and costs, including, without limitation, reasonable attorneys' fees, incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of this Agreement or the foregoing representations, warranties and covenants. You shall cooperate as fully as reasonably required in the defense of any such claim. Soulmates reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

**You agree to give up or forfeit your right to open a case, file a dispute, claim or complaint against Soulmates Introductions Services Inc. on PayPal for any or all moneys paid to Soulmates toward services in progress or that have been rendered as per PayPal buyer guarantee dispute policy and for any and all other reasons.**

**Soulmates reserves the right to use this disclaimer as compelling evidence that you are in agreement NOT to open a case against Soulmates and to NOT open a case, or file a dispute and accept that there are absolutely NO Refunds from Soulmates Introduction Services Inc. for any and all Membership fees paid by the buyer on PayPal website.**

## **MISCELLANEOUS**

This Agreement represents the entire agreement between you and Soulmates regarding the use of our services and supersedes any other agreement or understanding on the subject matter. This Agreement, your rights and obligations, and all actions contemplated by this Agreement shall be governed by the laws of the Province of Ontario, Canada. As a condition of using Soulmates services, each user agrees that any and all disputes and causes of action arising out of or connected with Soulmates, shall be resolved through arbitration, with such arbitration to be held in Toronto, Ontario, Canada.

Additionally, except where prohibited by law, as a condition of using Soulmates services, you agree that any and all disputes and causes of action arising out of or connected to our services shall be resolved individually, without resort to any form of class action. You also agree that regardless of any statute or law to the contrary, any claim or cause of action arising from or related to the use of Soulmates must be filed within one (1) year after such claim or cause of action arose or be forever barred. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and be enforceable. This Agreement is not assignable, transferable or sub licensable without the prior written consent of Soulmates. Soulmates may assign this Agreement in whole or in part. No agency, partnership, joint venture, or employment is created as a result of this Agreement. Headings are for convenience only and have no legal or contractual effect. All notices under this Agreement shall be in

writing and shall be deemed to have been duly given when receipt is electronically confirmed, if transmitted



By facsimile or email or upon receipt, if sent by certified or registered mail, return receipt requested.

## **FEE FOR SERVICES**

Where payment is required, the following additional terms and conditions will apply

## **PRIVACY OF FINANCIAL INFORMATION**

Soulmates will use the credit card information you provide to bill you for goods and services. By registering for a for-fee service and providing your credit card details, you agree to be billed by us for your for-fee service in advance. Soulmates will not share your financial information with third-parties, except as necessary to process your payment. By providing your credit card details to us, you consent to and authorize us to provide your credit card details to such credit card processors and financial institutions as are necessary to process your payment.

## **MODIFICATIONS**

We may modify this Agreement from time to time. Notification of changes in this Agreement will be posted on the Service or sent via electronic mail, as we may determine in our sole discretion. If you do not agree to any modifications, you should terminate your use of the Service. Your continued use of the Service now, or following the posting of notice of any changes in this Agreement, will constitute a binding acceptance by you of this Agreement, or any subsequent modifications.

## **DISCLOSURE AND OTHER COMMUNICATION**

We reserve the right to send electronic mail to you, for the purpose of informing you of changes or additions to the Service, or of any Soulmates related products and services. We reserve the right to disclose information about your usage of the Service and demographics in forms that do not reveal your personal identity.

## PRIVACY POLICY

The Personal Information Protection Act (“the Act”) regulates the way private sector organizations within Ontario, Canada collect, use, keep, secure and disclose personal information. “Personal Information” means all information about an identifiable individual. Soulmates recognizes the importance of privacy and recognizes the sensitivity of personal information received by us in the course of offering our service. We recognize our professional obligation to maintain the confidentiality of our clients’ information, and recognize our obligations concerning the personal information of all individuals that we collect, use or disclose in our practice. This policy has been developed with those obligations in mind.

Soulmates collects personal information from you in order to create your online dating profile. Soulmates will not use or disclose your personal information for purposes other than those described in this policy. Soulmates may also use third-party companies to provide various services (including but not limited to matchmaking, instant messaging and advertising) when you use this website. If you use those services, the internet protocol address (IP address) of the computer you are using to access the website may be disclosed to those third-party companies, and we may use attributes (including but not limited to age and gender) that you provide in your public profile to display relevant ads to you. Soulmates is not responsible for the privacy practices of these third-party companies or any other external websites linked to this site. We encourage you to read the privacy statements of these other websites when you leave our website.

If we change our privacy policy, we will notify you. If you have any questions with respect to our policies concerning the handling of your personal information, or if you wish to request access to, or correction of, your personal information under our care and control, please contact us at [info@Soulmates.net](mailto:info@Soulmates.net)

By issuing this website you acknowledge that

- (a) we cannot ensure the security or privacy of information you provide through the Internet and your email messages, and you release us from any and all liability in connection with the use of such information by other parties;
- (b) we are not responsible for, and cannot control, the use by others of any information which you provide to them and you should use caution in selecting the personal information you provide to others through the Service; and
- (c) We cannot assume any responsibility for the content of messages sent by other users of the Service, You release us from any and all liability in connection with the contents of any communications you may receive from other users. We cannot guarantee, and assume no responsibility for verifying, the accuracy of the information provided by other users of the Service.

You may not use the Service for any unlawful purpose. If you use this service unlawfully we will pass along all information to law enforcement. We may refuse to grant you an ID or nickname that impersonates someone else, is protected by trade-mark or proprietary law, or is vulgar or otherwise offensive, as determined by us in our sole discretion. We do not share any personal information with third parties, and we

Do not send advertising to our members.

Soulmates collects information from Members in order to create an online community of Jewish adults looking for a match. Information is collected to allow users to find a person who is right for them, and to help ensure the safety and convenience of Members. No personally identifiable information will be shared with third parties except with the consent of Members. The names of individual Members will not be disclosed to other Members of the Service.

We reserve the right to disclose your personally identifiable information as required by law and when we believe that disclosure is necessary to protect our rights and/or to comply with a judicial proceeding, court order, or legal process served on Soulmates.

In the event Soulmates goes through a business transition, such as a merger, acquisition by another company, or sale of all or a portion of its assets, your personally identifiable information will likely be among the assets transferred. You will be notified via a prominent notice on our Web site for 30 days of any such change in ownership or control of your personal information.

We gather certain information automatically and store it in log files. This information includes internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and clickstream data. We use this information, which does not identify individual users, to analyze trends, to administer the site, to track users' movements around the site and to gather demographic information about our user base as a whole. Some of our business partners (e.g., advertisers) use cookies on our site. We have no access to or control over these cookies.

This Web site may contain links to other sites that are not owned or controlled by Soulmates.net. Please be aware that we, Soulmates, are not responsible for the privacy practices of such other sites. We encourage you to be aware when you leave our site and to read the privacy statements of each and every Web site that collects personally identifiable information.

This privacy statement applies only to information collected by this Web site or Bulletin Boards or Chat Rooms. If you use a bulletin board or chat room on this site, you should be aware that any personally identifiable information you submit there can be read, collected, or used by other users of these forums, and could be used to send you unsolicited messages. We are not responsible for the personally identifiable information you choose to submit in these forums. Access to Personally Identifiable Information  
If your personally identifiable information changes, or if you no longer desire our service, you may [correct, update, delete or deactivate it by emailing us at [info@soulmates.net](mailto:info@soulmates.net)