

# catchmakers, inc.

## TERMS OF USE AND MEMBERSHIP AGREEMENT

Welcome to Catchmakers.com, confidential matchmaking with personal service.

This website and our matchmaking service is owned and operated by Catchmakers, Inc. (hereinafter referred to collectively as "Catchmakers.com"). By using the Catchmakers.com Website, (the "Website") you agree to be bound by these Terms of Use (this "Agreement"), whether or not you register as a Member of Catchmakers.com ("Member"). If you wish to become a Member and make use of the Catchmakers.com service (the "Service"), please read these Terms of Use and Membership Agreement. If you object to anything in this Agreement or the Catchmakers.com Privacy Policy, do not use the Website or register for the Service. The Terms of Use are subject to change by Catchmakers.com at any time, effective upon posting on the Catchmakers.com website, and your use of the Service after such posting will constitute acceptance by you of such changes.

### *1. Acceptance of Terms of Use Agreement.*

a. **Electronic Agreement.** This Agreement is an electronic contract that sets out the legally binding terms of your use of the Website and your membership in the Service. This Agreement may be modified by Catchmakers.com from time to time, such modifications to be effective upon posting by Catchmakers.com on the Website. This Agreement includes Catchmakers.com's Privacy Policy, Catchmakers.com's subscription policies and any notices regarding the Website. By accessing the Website or becoming a Member, you accept this Agreement and agree to the terms, conditions and notices contained or referenced herein.

b. **Electronic Form.** By accessing the Website or becoming a Member, you consent to have this Agreement provided to you in electronic form.

c. **Non-electronic Copy.** You have the right to receive this Agreement in non-electronic form. You may request a non-electronic copy of this Agreement either before or after you electronically sign the Agreement. To receive a non-electronic copy of this Agreement, please send an e-mail to [business@catchmakers.com](mailto:business@catchmakers.com) or a letter and self-addressed stamped envelope to: Catchmakers.com, PMB #128, 907 Hanshaw Road, Ithaca, NY 14850.

d. **Withdrawing Your Consent.** You have the right at any time to withdraw your consent to have this Agreement provided to you in electronic form.

(i) **Effect.** Should you choose to withdraw your consent to have this Agreement provided to you in electronic form, we will discontinue your then-current username and password. This means that you will not have the right to use the Service unless, and until, we issue you a new username and password. We only will issue you a new username and password after we receive a signed copy

of a non-electronic version of this Agreement, which we will send to you upon request.

(ii) Notice. To withdraw your consent and/or request a non-electronic copy of this Agreement, please send an email to [business@catchmakers.com](mailto:business@catchmakers.com) or a letter and self-addressed stamped envelope to: Catchmakers.com, PMB #128, 907 Hanshaw Road, Ithaca, NY 14850.

(iii) Prospective Nature. Your withdrawal of consent shall be effective within a reasonable time after we receive your withdrawal notice described above. Your withdrawal of consent will not affect the legal validity or enforceability of the Agreement provided to, and electronically signed by, you prior to the effective date of your withdrawal.

e. Access and Retention. In order to access and retain this electronic Agreement, you must have access to the Internet, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must use all equipment necessary to make such connection to the Internet, including a computer and modem or other access device. Please print a copy of this document for your records. To retain an electronic copy of this Agreement, you may save it into any word processing program.

2. *Eligibility.* You must be at least twenty-five (25) years of age and not married to register as a Member of Catchmakers.com. By using the Website or registering as a Member, you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement. Your account is for your sole, personal use, you may not authorize others to use your account, and you may not assign or otherwise transfer your account to any other person or entity.

3. *Membership and Subscription; Pricing.* You may become a Member of the Service only by registering through the Website. To become a Basic Member, an annual fee of \$99.00 will be charged by credit card through the Website. This Basic Membership fee is refundable for a period of three (3) days after your personal interview. A Background Check Fee of \$50 is nonrefundable. If we are unable to process your Basic Membership due to the results of your background check ( a decision made in our sole discretion), we will refund your Basic Membership Fee in full. Once you have paid your Basic Membership Fee and passed your Background Check, your interview will be scheduled and you will meet with Carole and/or Meredith. As a Basic Member, you are eligible to be matched with Searching Members. To become a Searching Member, a Basic Member may upgrade their service level through the Website, so that the Catchmakers are actively searching all membership files to find your ideal match. The introductory price for a Searching Membership is \$49 per month.

4. *Term.* This Agreement will remain in full force and effect while you use the Website and/or are a Member. You may terminate your membership and/or subscription at any time, for any reason, by following the instructions on the "My Account" pages on the Website, or by sending Catchmakers.com written notice of termination to Catchmakers.com, PMB #128, 907 Hanshaw Road, Ithaca, NY 14850,

or email notice of termination to [business@catchmakers.com](mailto:business@catchmakers.com). If you terminate your subscription, your subscription will remain active until the end of your then-current subscription period (that is, the subscription period through which you had paid prior to your termination). Catchmakers.com may terminate your membership and/or subscription by sending notice to you at the email address you provide in your application for membership, or such other email address as you may later provide to Catchmakers.com. If Catchmakers.com terminates your membership in the Service because you have breached this Agreement, you will not be entitled to any refund of unused subscription fees. All decisions regarding the termination of accounts shall be made in the sole discretion of Catchmakers.com. Catchmakers.com is not required to provide you notice prior to terminating your membership and/or subscription. Catchmakers.com is not required, and may be prohibited, from disclosing a reason for the termination of your account. Even after your membership or subscription is terminated, this Agreement will remain in effect. All terms that by their nature may survive termination of this Agreement shall be deemed to survive such termination.

5. Non-commercial Use by Members. The Website is for the personal use of individual Members only and may not be used in connection with any commercial endeavors. Organizations, companies, and/or businesses may not become Members and should not use the Service or the Website for any purpose. Illegal and/or unauthorized uses of the Website for the purpose of sending unsolicited email and unauthorized framing of or linking to the Website may be investigated, and appropriate legal action will be taken, including without limitation, civil, criminal, and injunctive redress. Use of the Website is with the permission of Catchmakers.com, which may be revoked at any time, for any reason, in Catchmakers.com's sole discretion.

6. Account Security. You are responsible for maintaining the confidentiality of the username and password that you designate during the Registration process, and you are fully responsible for all activities that occur under your username and password. You agree to (a) immediately notify Catchmakers.com 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. Catchmakers.com 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.

7. Your Interactions with Other Members. You are solely responsible for and assume the risk of your interactions with other Members. You understand that while Catchmakers.com conducts a background check of all Members using third-party commercial providers of such background check services, such services do not guarantee the completeness or accuracy of the search results, and so neither can Catchmakers.com. Catchmakers.com does not attempt to further screen or verify the backgrounds of its Members, or attempt to verify the statements made by its Members.

Catchmakers.com makes no representations or warranties as to the conduct of Members or their compatibility with any current or future Members. In no event shall Catchmakers.com 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 Service, including

without limitation, bodily injury, emotional distress, and/or any other damages resulting from communications or meetings with other registered users of this Service or persons you meet through this Service. You agree to take reasonable precautions in all interactions with other Members of the Service. In addition, you agree to review Catchmakers.com's "Guidelines for 1<sup>st</sup> Dates" prior to using the Service. You understand that Catchmakers.com makes no guarantees, either express or implied, regarding your ultimate compatibility with individuals you meet through the Service.

#### 8. Content on Catchmakers.com.

(a) **Proprietary Rights.** Catchmakers.com owns and retains all proprietary rights in the Website and the Service. The Website contains the copyrighted material, trademarks, and other proprietary information of Catchmakers.com. Except for that information which is in the public domain or for which you have been given written permission, you may not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information.

(b) **Reliance on Content.** Catchmakers.com does not: (i) guarantee the accuracy, completeness, or usefulness of any information on the Service, or (ii) adopt, endorse or accept responsibility for the accuracy or reliability of any opinion, advice, or statement made by any party that appears on the Website. Under no circumstances will Catchmakers.com be responsible for any loss or damage resulting from your reliance on information or other content posted on the Website or transmitted to or by any Members.

#### 9. Content Posted by You on Catchmakers.com.

a. You are solely responsible for the Content that 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, 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 provide inaccurate, misleading or false information to the Company or to any other Member. If information provided to Catchmakers.com, or another Member, subsequently becomes inaccurate, misleading or false, you will promptly notify Catchmakers.com of such change.

b. The following is a partial list of the kind of Content that is prohibited on the Website. Catchmakers.com reserves the right to investigate and take appropriate legal action in its sole discretion against anyone who violates this provision, including without limitation, removing the offending communication from the Service and terminating the membership of such violators. It includes, but is not limited to, Content that:

- \* is patently offensive to the online community, such as Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- \* harasses or advocates harassment of another person;
- \* involves the transmission of "junk mail", "chain letters," or unsolicited mass mailing or "spamming";

- \* promotes information that you know is false, misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- \* promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated images, audio or video, or links to pirated images, audio or video files;
- \* contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
- \* provides material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under the age of 18;
- \* provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- \* solicits passwords or personal identifying information for commercial or unlawful purposes from other users; and
- \* engages in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes.

c. Your use of the Service, including but not limited to the Content you post on the Service, must be in accordance with any and all applicable laws and regulations.

d. You may not engage in advertising to, or solicitation of, other Members. This includes but is not limited to solicitation or advertising to buy or sell any products or services through the Service or to attend parties or other social functions or networking for commercial purposes. You may not transmit any chain letters or junk email to other Members. Although Catchmakers.com cannot monitor the conduct of its Members off the Website, it is also a violation of these rules to use any information obtained from the Service in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to any Member without their prior explicit consent.

e. All information you provide about yourself must be accurate, current and complete.

10. Prohibited Activities. Catchmakers.com reserves the right to investigate and terminate your membership if you have misused the Service, or behaved in a way which could be regarded as inappropriate or whose conduct is unlawful or illegal. The following is a partial list of the type of actions that you may not engage in with respect to the Service:

- \* You will not impersonate any person or entity.
- \* You will not "stalk" or otherwise harass any person.
- \* You will not express or imply that any statements you make are endorsed by Catchmakers.com without our specific prior written consent.
- \* You will not use any robot, spider, site search/retrieval application, or other 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 post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights.
- \* You will not remove any copyright, trademark or other proprietary rights notices contained in the Service.

\* You will not interfere with or disrupt the Services or the site or the servers or networks connected to the Services or the site.

\* 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, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

\* You will not forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Service.

\* You will not "frame" or "mirror" any part of the Service or the Website, without Catchmakers.com's prior written authorization. You also shall not use meta tags or code or other devices containing any reference to Catchmakers.com or the Service or the site in order to direct any person to any other web site for any purpose.

\* You will not modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Service or the Website or any software used on or for the Service or cause others to do so.

11. Customer Service. Catchmakers.com provides assistance and guidance through its customer care representatives. When communicating with our customer care representatives, you may not be abusive, obscene, profane, offensive, sexist, threatening, harassing, racially offensive, or otherwise behave inappropriately. If we feel that your behavior towards any of our customer care representatives or other employees is at any time threatening or offensive, we reserve the right to immediately terminate your membership and you will not be entitled to any refund of unused subscription fees.

## 12. Subscriptions; Charges on Your Billing Account.

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

(b) Recurring Billing. Searching Membership subscription plans to the Service 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 subscription has an initial and recurring payment feature and you accept responsibility for all recurring charges prior to cancellation. CATCHMAKERS.COM MAY SUBMIT PERIODIC CHARGES (E.G., MONTHLY) WITHOUT FURTHER AUTHORIZATION FROM YOU, UNTIL YOU PROVIDE PRIOR NOTICE (CONFIRMED IN WRITING UPON REQUEST BY CATCHMAKERS.COM) THAT YOU HAVE TERMINATED THIS AUTHORIZATION OR WISH TO CHANGE YOUR PAYMENT METHOD. SUCH NOTICE WILL NOT AFFECT CHARGES SUBMITTED BEFORE CATCHMAKERS.COM REASONABLY COULD ACT. TO TERMINATE YOUR AUTHORIZATION OR CHANGE YOUR PAYMENT METHOD, GO TO "MY ACCOUNT".

(c) Current Information Required. 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 CATCHMAKERS.COM 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 "MY ACCOUNT". IF YOU FAIL TO PROVIDE CATCHMAKERS.COM ANY OF THE FOREGOING INFORMATION, YOU AGREE THAT CATCHMAKERS.COM MAY CONTINUE CHARGING YOU FOR ANY USE OF THE SERVICE UNDER YOUR BILLING ACCOUNT UNLESS YOU HAVE TERMINATED YOUR SUBSCRIPTION FOR THE SERVICE (CONFIRMED BY YOU IN WRITING UPON REQUEST BY CATCHMAKERS.COM).

(d) Payment Method. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method (the "Payment Method Provider"). If Catchmakers.com does not receive payment from your Payment Method Provider, you agree to pay all amounts due on your Billing Account upon demand.

(e) Change in Amount Authorized. 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 Catchmakers.com 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. You agree that Catchmakers.com may accumulate charges incurred and submit them as one or more aggregate charges during or at the end of each billing cycle.

(f) Auto-renewal. Your Catchmakers.com Searching Member subscription will be automatically extended for successive renewal periods of the same duration as the subscription term originally selected, at the then-current non-promotional subscription rate. To change or resign your subscription at any time, go to "My Account". If you resign, 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 won't be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period.

(g) Reaffirmation of Authorization. Your non-termination or continued use of the Service reaffirms that Catchmakers.com is authorized to charge your Payment Method. Catchmakers.com may submit those charges for payment and you will be responsible for such charges. This does not waive Catchmakers.com's right to seek payment directly

from you. Your charges may be payable in advance, in arrears, per usage, or as otherwise described when you initially subscribed to the Service.

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

14. Blocking of IP Addresses. In order to protect the integrity of the Service, Catchmakers.com reserves the right at any time in its sole discretion to block Members from certain IP addresses from accessing the Website.

15. Copyright Policy. You may 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. Without limiting the foregoing, if you believe that your work has been copied and posted on the Service in a way that constitutes copyright infringement, please provide our Copyright Agent 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 the 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. Catchmakers.com's Copyright Agent for notice of claims of copyright infringement can be reached as follows: Catchmakers.com Legal, 409 Taughannock Blvd. Ithaca, NY 14850.

16. Member Disputes. You are solely responsible for your interactions with other Catchmakers.com Members. Catchmakers.com reserves the right, but has no obligation, to monitor disputes between you and other Members.

17. Privacy. Use of the Website and/or the Service is also governed by our Privacy Policy.

18. Disclaimers. Catchmakers.com is not responsible for any incorrect or inaccurate Content posted on the Website or in connection with the Service, whether caused by users of the Website, Members or by any of the equipment or programming associated with or utilized in the Service. Catchmakers.com is not responsible for the conduct, whether online or offline, of any user of the Website or Member of the Service. Under no circumstances will Catchmakers.com or any of its affiliates, advertisers, promoters or distribution partners be responsible for any loss or damage, including personal injury or death, resulting from anyone's use of the Website or the Service, any Content posted on the Website or transmitted to Members, or any interactions between users of the Website, whether online or offline. The Website and the Service are provided "AS-IS" and Catchmakers.com expressly disclaims any warranty of fitness for a particular purpose or non-infringement. Catchmakers.com cannot guarantee and does not promise any specific results from use of the Website and/or the Service.

19. Links. The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because Catchmakers.com has no control over such sites and resources, you acknowledge and agree that Catchmakers.com is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that Catchmakers.com shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of, or reliance upon, any such Content, goods or services available on or through any such site or resource.

20. Limitation on Liability. Except in jurisdictions where such provisions are restricted, in no event will Catchmakers.com be liable to you or any third person for any indirect, consequential, exemplary, incidental, special or punitive damages, including also lost profits arising from your use of the Web site or the Service, even if Catchmakers.com has been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, Catchmakers.com'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 Catchmakers.com for the Service during the term of membership.

21. Jurisdiction and Choice of Law. If there is any dispute arising out of the Website and/or the Service, by using the Website, you expressly agree that any such dispute shall be governed by the laws of the State of New York, without regard to its conflict of law provisions, and you expressly agree and consent to the exclusive jurisdiction and venue of the state and federal courts of the State of New York, in Tompkins County, for the resolution of any such dispute.

22. Indemnity by You. You agree to indemnify and hold Catchmakers.com, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of the Service 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.

25. No Third Party Beneficiaries. You agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement.

26. Other. This Agreement contains the entire agreement between you and Catchmakers.com regarding the use of the Website and/or the Service. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

Please contact us with any questions regarding this agreement.