

Lilmissmatchmaker.com Terms of Use Agreement

Last revised on March 4, 2013

Welcome to Lilmissmatchmaker.com, the service for single adults to meet each other online, operated by LMM Dating Services, L.L.C., in the case of users originating from within the United States, and Lilmissmatchmaker.com Global Services Limited, in the case of users originating from outside of the United States ("Lilmissmatchmaker.com"). By using the Lilmissmatchmaker.com Website, (the "Website") you agree to be bound by these Terms of Use (this "Agreement"), whether or not you register as a client/user of Lilmissmatchmaker.com ("Client/User"). If you wish to become a Client/User and make use of the Lilmissmatchmaker.com service (the "Service"), please read these Terms of Use. If you object to anything in this Agreement or the Lilmissmatchmaker.com Privacy Policy, do not use the Website or the Service.

Acceptance of Terms of Use Agreement.

Electronic Agreement. This Agreement is an electronic contract that sets out the legally binding terms of your use of the Website and your Client/Usership in the Service. This Agreement may be modified by Lilmissmatchmaker.com from time to time, such modifications to be effective upon posting by Lilmissmatchmaker.com on the Website. This Agreement includes Lilmissmatchmaker.com's Acceptable Use Policy for Content Posted on the Website, Lilmissmatchmaker.com's Privacy Policy, Lilmissmatchmaker.com's policies and any notices regarding the Website. By accessing the Website or becoming a Client/User, you accept this Agreement and agree to all of the terms, conditions and notices contained or referenced herein.

Electronic Form. By accessing the Website or becoming a Client/User, you consent to have this Agreement provided to you in electronic form.

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 Contact Us online or send a letter and self-addressed stamped envelope to: Lilmissmatchmaker.com, 1035 Vesper Lane, Fayetteville, NC 28311.

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

Effect. Should you choose to withdraw your consent to have this Agreement provided to you in electronic form, we will discontinue your then-current client case. This means that you will not have the right to use the Service unless, and until, we receive a signed copy of a non-electronic version of this Agreement, which we will send to you upon request.

Notice. To withdraw your consent and/or request a non-electronic copy of this Agreement, please Contact Us online or send a letter and self-addressed stamped envelope to:
Lilmissmatchmaker.com, 1035 Vesper Lane, Fayetteville, NC 28311.

Effective Timing. 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.

Access and Retention. In order to access and retain this electronic Agreement, you must have access to the World Wide Web, 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 World Wide Web, 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. Via, the Website, we will notify you of any changes in the hardware or software requirements needed to access and/or retain this Agreement that create a material risk that you will not be able to continue to access and/or retain this electronic Agreement.

Eligibility.

You must be at least eighteen (18) years of age and single or separated from your spouse to register as a Client/User of Lilmissmatchmaker.com or use the Website. Client/Usership in the Service is void where prohibited. By using the Website, 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. If you become a Client/User, you represent and warrant that you have never been convicted of a felony and that you are not required to register as a sex offender with any government entity.

Client/Usership and Pricing.

You may become a Client/User of the Service at no cost. As a Client/User, you will have the ability to participate in some, but not all, of the features and services available within the Service. In order to access additional features and services, including having your profile featured, you must become a paying client to the Service. Please see Client Plans for a description of the current plans and their prices. Please note that the policies that are disclosed to you in utilizing the service are deemed part of this Agreement. Please see Section 12 below for a description of such policies. For purposes of this Agreement the term "Client/User" includes clients, unless where its usage indicates otherwise. From time to time, Lilmissmatchmaker.com may remove the profiles of non-clients.

Term.

This Agreement will remain in full force and effect while you use the Website and/or are a Client/User. You may terminate your Client/Usership, for any reason, by Contacting Us online or send Lilmissmatchmaker.com written notice of termination to Lilmissmatchmaker.com, 1035 Vesper Lane, Fayetteville, NC 28311. 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). Lilmissmatchmaker.com may terminate your Client/Usership and/or subscription by sending notice to you at the email address you provide in your application for Client/Usership, or such other email address as you may later provide to Lilmissmatchmaker.com. If

Lilmissmatchmaker.com terminates your Client/Usership 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 Lilmissmatchmaker.com.

Lilmissmatchmaker.com is not required to provide you notice prior to terminating your Client/Usership and/or subscription. Lilmissmatchmaker.com is not required, and may be prohibited, from disclosing a reason for the termination of your account. After your Client/Usership or subscription is terminated, all terms that by their nature may survive termination of this Agreement shall be deemed to survive such termination.

Account/Dating Security.

You are responsible for maintaining the confidentiality of your profile case set up during the Registration process, and you are fully responsible for all activities that occur when someone is interested in connecting with you on a date. You agree to (a) immediately notify Lilmissmatchmaker.com of any unauthorized use of the site or any other breach of security. You should use particular caution when going on a date, as Lil Miss Matchmaker will only suggest a public place. Lilmissmatchmaker.com will not be liable for any loss or damage arising from your failure to comply with this provision.

Your Interactions with Other Client/Users.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER CLIENT/USERS. YOU UNDERSTAND THAT LILMISSMATCHMAKER.COM CURRENTLY DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS ON ITS CLIENT/USERS. LILMISSMATCHMAKER.COM ALSO DOES NOT INQUIRE INTO THE BACKGROUNDS OF ALL OF ITS CLIENT/USERS OR ATTEMPT TO VERIFY THE STATEMENTS OF ITS CLIENT/USERS. LILMISSMATCHMAKER.COM MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF CLIENT/USERS OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE CLIENT/USERS. LILMISSMATCHMAKER.COM RESERVES THE RIGHT TO CONDUCT ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS (SUCH AS SEX OFFENDER REGISTER SEARCHES), AT ANY TIME AND USING AVAILABLE PUBLIC RECORDS.

IN NO EVENT SHALL LILMISSMATCHMAKER.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 CLIENT/USERS OF THE SERVICE, PARTICULARLY WHEN YOU MEET IN PERSON. IN ADDITION, YOU AGREE TO REVIEW LILMISSMATCHMAKER.COM'S DATING SAFETY TIPS PRIOR TO USING THE SERVICE. YOU UNDERSTAND THAT LILMISSMATCHMAKER.COM MAKES NO GUARANTEES, EITHER EXPRESS OR IMPLIED, REGARDING YOUR ULTIMATE COMPATIBILITY WITH INDIVIDUALS YOU MEET THROUGH THE

SERVICE. YOU SHOULD NOT PROVIDE YOUR FINANCIAL INFORMATION (FOR EXAMPLE, YOUR CREDIT CARD OR BANK ACCOUNT INFORMATION) TO OTHER CLIENT/USERS.

Content on Lilmissmatchmaker.com.

Proprietary Rights. Lilmissmatchmaker.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 Lilmissmatchmaker.com, and its licensors. 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.

Reliance on Content, Advice, Etc. Opinions, advice, statements, offers, or other information or content made available through the Service, but not directly by Lilmissmatchmaker.com, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. Lilmissmatchmaker.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 Lilmissmatchmaker.com or its affiliates 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 Client/Users.

Content Provided by You on Lilmissmatchmaker.com.

You are solely responsible for the Content that you provide on the Service, or transmit to other Client/Users. You will not provide or reply on the Service, or transmit to other Client/Users, 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 Client/User. If information provided to Lilmissmatchmaker.com, or another Client/User, subsequently becomes inaccurate, misleading or false, you will promptly notify Lilmissmatchmaker.com of such change.

You understand and agree that Lilmissmatchmaker.com may review and delete any content, messages, double-blind emails, photos or profiles (collectively, "Content"), in each case in whole or in part, that in the sole judgment of Lilmissmatchmaker.com violate this Agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Client/Users.

By providing Content to any public area of Lilmissmatchmaker.com, you automatically grant, and you represent and warrant that you have the right to grant, to Lilmissmatchmaker.com, its affiliates, licensees and successors, an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, reproduce, adapt, modify and distribute such information and content and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sublicenses of the foregoing. You further represent and warrant that public posting

and use of your content by Lilmissmatchmaker.com will not infringe or violate the rights of any third party.

The following is a partial list of the kind of Content that is illegal or prohibited on the Website. Lilmissmatchmaker.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 Client/Usership 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 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.

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.

You may not include in your Client/User profile any telephone numbers, street addresses, last names, URLs or email addresses.

You may not engage in advertising to, or solicitation of, other Client/Users. 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 Client/Users. Although Lilmissmatchmaker.com cannot monitor the conduct of its Client/Users 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 Client/User without their prior explicit consent. In order to protect our Client/Users from such advertising or solicitation, we reserve the right to restrict the number of emails which a Client/User may send to other Client/Users in any 24-hour period to a number which we deem appropriate in our sole discretion.

All information you include in your Client/User profile must be accurate, current and complete.

Prohibited Activities.

Lilmissmatchmaker.com reserves the right to investigate and terminate your Client/Usership 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 Lilmissmatchmaker.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 Lilmissmatchmaker.com's prior written authorization. You also shall not use meta tags or code or other devices containing any reference to Lilmissmatchmaker.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.

Customer Service.

Lilmissmatchmaker.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. Telephone calls between you and our customer care representatives may be recorded for quality assurance purposes. 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 Client/Usership and you will not be entitled to any refund of unused subscription fees.

Subscriptions; Charges on Your Billing Account.

Billing and Payment. Lilmissmatchmaker.com bills you through an online account (your “Billing Account”) for use of the Service. You agree to pay Lilmissmatchmaker.com all charges at the prices you agreed to for any use of the Service by you or other persons (including your agents) using your Billing Account, and you authorize Lilmissmatchmaker.com to charge your chosen payment provider (your “Payment Method”) for the Service. You agree to make payment using that selected Payment Method. Lilmissmatchmaker.com may correct any billing errors or mistakes that it makes even if it has already requested or received payment. This Section 12 includes any agreements you made with Lilmissmatchmaker.com on the Website when becoming a Client/User or subscribing to the Service. 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.

Automatic Renewal. Your subscription will continue indefinitely until cancelled by you. After your initial subscription commitment period, and again after any subsequent subscription period, your subscription will automatically continue for an additional equivalent period, at the price you agreed to when subscribing. You agree that your account will be subject to this automatic renewal feature. If you do not wish your account to renew automatically, or if you want to change or terminate your subscription, please contact us at info@lilmissmatchmaker.com. If you cancel your subscription, 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. By subscribing, you authorize Lilmissmatchmaker.com to charge your Payment Method now and again at the beginning of

any subsequent subscription period. You also authorize Lilmissmatchmaker.com to charge you for any sales or similar taxes that may be imposed on your subscription payments. Upon the renewal of your subscription, if Lilmissmatchmaker.com does not receive payment from your Payment Method provider, (i) you agree to pay all amounts due on your Billing Account upon demand, and/or (ii) you agree that Lilmissmatchmaker.com may either terminate or suspend your subscription and continue to attempt to charge your Payment Method provider until payment is received (upon receipt of payment, your account will be activated and for purposes of automatic renewal, your new subscription commitment period will begin as of the day payment was received).

Current Information. 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, card number or expiration date), and you must promptly notify Lilmissmatchmaker.com if your Payment Method is canceled (including if you lose your card or it is stolen), or if you become aware of a potential breach of security (such as an unauthorized disclosure or use of your name or password). Changes to such information can be made at Account Settings on the Website. If you fail to provide Lilmissmatchmaker.com any of the foregoing information, you agree that you are responsible for fees accrued under your Billing Account. In addition, you authorize us to obtain updated or replacement expiration dates and card numbers for your credit or debit card as provided by your credit or debit card issuer.

Reaffirmation of Authorization. Your non-termination or continued use of the Service reaffirms that Lilmissmatchmaker.com is authorized to charge your Payment Method. Lilmissmatchmaker.com may submit those charges for payment and you will be responsible for such charges. This does not waive Lilmissmatchmaker.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.

Free Trials and Other Promotions. Any free trial or other promotion that provides client-level access to the Service must be used within the specified time of the trial. You must cancel your subscription before the end of the trial period in order to avoid being charged a subscription fee. If you cancel prior to the end of the trial period and are inadvertently charged for a subscription, please contact us at info@lilmissmatchmaker.com to have the charges reversed.

Modifications to Service.

Lilmissmatchmaker.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 Lilmissmatchmaker.com shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

Blocking of IP Addresses.

In order to protect the integrity of the Service, Lilmissmatchmaker.com reserves the right at any time in its sole discretion to block Client/Users from certain IP addresses from accessing the Website.

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.

Lilmissmatchmaker.com's Copyright Agent for notice of claims of copyright infringement can be reached as follows: info@lilmissmatchmaker.com or Lilmissmatchmaker.com Legal, 1035 Vesper Lane, Fayetteville, NC 28311.

Client/User Disputes.

You are solely responsible for your interactions with other Lilmissmatchmaker.com Client/Users. Lilmissmatchmaker.com reserves the right, but has no obligation, to monitor disputes between you and other Client/Users.

Privacy and Communications.

Use of the Website and/or the Service is also governed by our Privacy Policy. When you become a Client/User, you agree and consent to receive email messages from us. These emails may be transactional or relationship communications relating to the Service, such as administrative notices and service announcements or changes, or emails containing commercial offers, promotions or special offers from us. Please see the Lilmissmatchmaker.com Privacy Policy for more information regarding these communications.

Disclaimers.

Lilmissmatchmaker.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, Client/Users or by any of the equipment or programming associated with or utilized in the Service. Lilmissmatchmaker.com is not responsible for the conduct, whether online or offline, of any user of the Website or Client/User of the Service. Lilmissmatchmaker.com assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, user or Client/User communications. Lilmissmatchmaker.com is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any Website or combination

thereof, including injury or damage to users and/or Client/Users or to any other person's computer related to or resulting from participating or downloading materials in connection with the Web and/or in connection with the Service. Under no circumstances will Lilmissmatchmaker.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 Client/Users, or any interactions between users of the Website, whether online or offline. The Website and the Service are provided "AS-IS" and Lilmissmatchmaker.com expressly disclaims any warranty of fitness for a particular purpose or non-infringement. Lilmissmatchmaker.com cannot guarantee and does not promise any specific results from use of the Website and/or the Service.

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.

Lilmissmatchmaker.com 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.

Links.

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because Lilmissmatchmaker.com has no control over such sites and resources, you acknowledge and agree that Lilmissmatchmaker.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 Lilmissmatchmaker.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.

Limitation on Liability.

Except in jurisdictions where such provisions are restricted, in no event will Lilmissmatchmaker.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 Lilmissmatchmaker.com has been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, Lilmissmatchmaker.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 Lilmissmatchmaker.com for the Service during the term of Client/Usership.

U.S. Export Controls.

Software from this Website (the "Software") is further subject to United States export controls. No Software may be downloaded from the Website or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other Country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

Arbitration and Governing Law.

Arbitration Agreement. The exclusive means of resolving any dispute or claim arising out of or relating to this Agreement (including any alleged breach thereof), the Service, or the Website shall be **BINDING ARBITRATION** administered by the American Arbitration Association. The one exception to the exclusivity of arbitration is that you have the right to bring an individual claim against Lilmissmatchmaker.com in a small-claims court of competent jurisdiction. But whether you choose arbitration or small-claims court, you may not under any circumstances commence or maintain against Lilmissmatchmaker.com any class action, class arbitration, or other representative action or proceeding.

Notice of Rights. By using the Website or the Service in any manner, you agree to the above arbitration agreement. In doing so, **YOU GIVE UP YOUR RIGHT TO GO TO COURT** to assert or defend any claims between you and Lilmissmatchmaker.com (except for matters that may be taken to small-claims court). **YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING.** Your rights will be determined by a **NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY.** You are entitled to a fair hearing before the arbitrator. The arbitrator can grant any relief that a court can, but you should note that arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. For details on the arbitration process, see our Arbitration Procedures.

Court Proceedings. Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction. In the event that this arbitration agreement is for any reason held to be unenforceable, any litigation against Lilmissmatchmaker.com (except for small-claims court actions) may be commenced only in the federal or state courts located in Cumberland County, North Carolina. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.

Governing Law. This Agreement, and any dispute between you and Lilmissmatchmaker.com, shall be governed by the laws of the state of North Carolina without regard to principles of conflicts of law, provided that this arbitration agreement shall be governed by the Federal Arbitration Act.

Indemnity by You.

You agree to indemnify and hold Lilmissmatchmaker.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.

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.

Other and Amendments.

This Agreement contains the entire agreement between you and Lilmissmatchmaker.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. This Agreement is subject to change by Lilmissmatchmaker.com at any time. If you are a non-subscribing Client/User at the time of any change, the revised terms will be effective upon posting on the Lilmissmatchmaker.com website and your use of the Service after such posting will constitute acceptance by you of the revised Agreement. If you are a subscribing Client/User at the time of any change, this Agreement will continue to govern your Client/Usership until such time that you renew your subscription as contemplated by Section 12. If you continue your subscription, your renewal will constitute acceptance by you of the revised Agreement. Alternatively, if you terminate your subscription at such time, your use of the Service after your termination will constitute acceptance by you of the Agreement.

Please Contact Us with any questions regarding this agreement. Lilmissmatchmaker.com is a trademark of LMM Dating Services, L.L.C.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.