

# Terms and Conditions

## KnownSingles, Inc. Terms and Conditions

Last revised on June 1, 2021

**Special notice to California users:** You, the buyer, may cancel this agreement, without penalty or obligation, at any time prior to midnight of the third business day following the original date of this contract, excluding Sundays and holidays. To cancel this agreement, mail or deliver a signed and dated notice with a statement that indicates you, the buyer, are canceling this agreement or use similar words to explain it. At the time of mailing, send this notice to: KnownSingles, Inc. Attention: Cancel Subscription, 145 S. Livernois Rd., #152, Rochester Hills, MI 48307, USA.

For additional information related to specific states, see Paragraph 25 below.

Welcome to the KnownSingles app, which is operated by KnownSingles, Inc. (the "Company"). By accessing the KnownSingles app (the "Service") and by using any services available on the KnownSingles app, you agree to be bound by these Terms and Conditions (this "Agreement"). This Agreement governs the use of the Service and access to the KnownSingles app; please read it carefully.

You should also read the [KnownSingles, Inc. Privacy Policy](#), which is incorporated by reference into this Agreement. If you do not accept and agree to be bound by all of the terms of this Agreement, including the KnownSingles, Inc. Privacy Policy, do not use the Service. You may contact us with any questions regarding this Agreement.

- 1. Acceptance of Terms and Conditions Agreement.** This Agreement is an electronic contract which establishes the legally binding terms you must accept to access and use the Service and to become a "Member", a "MatchMaker" or a creator of a gift account. For purposes of this Agreement, the terms "Member" and "MatchMaker" means a person who provides information to the Company to participate in the Service in any manner, whether such person uses the Service as a free Member, a subscribing Member or a MatchMaker. You acknowledge and agree that Members and MatchMakers of the Service are part of the same online community and that MatchMaker profiles on the Service are viewable by all MatchMakers and Members and that paying subscribing Members of the Service will be able to communicate with other paying subscribing Members of the Service if both Members accept the request to communicate. Paying subscribing members will be able to see information about other paying subscribing members if the member agrees to display their information to the other member. This Agreement includes KnownSingles (i) Privacy Policy, (ii) subscription terms, and (iii) additional rules and terms posted on the KnownSingles website that specifically reference this Agreement, such as terms governing free trials, billing, discounts and other promotions. By accessing the Service or using the Service, you accept this Agreement and agree to the terms, conditions and notices contained or referenced herein and consent to have this Agreement provided to you in electronic form. Please print a copy of this Agreement for your records. To receive a non-electronic copy of this Agreement, send a letter and self-addressed stamped envelope with sufficient postage to: KnownSingles, Inc. Attention: Terms and Conditions, 145 S. Livernois Rd., #152, Rochester Hills, MI 48307, USA. This Agreement may be modified by the Company at anytime, such modifications to be effective upon posting by the Company on the Website.

2. **Eligibility.** You must be at least 18 years of age to access and use the Service. You must also be single or separated from your spouse to use the Service. Any use of the Service is void where prohibited. By accessing and using the Service, 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 Member or a MatchMaker, 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. Using the Service may be prohibited or restricted in certain countries. If you use the Service from outside of the United States, you are responsible for complying with the laws and regulations of the territory from which you access or use the Website or Service.
  
3. **Membership and Subscription.** All member accounts require a paid subscription either on a monthly basis or annual basis. The subscription policies that are disclosed to you in subscribing to the service are a part of this Agreement. Absent special offers, you acknowledge and agree that if you are (i) not a subscriber, you will not be able to use the features and services available within the Service, including communicating with other Members, and (ii) a subscriber, non-subscribing Members will not be able to use the Service to communicate with you. A Member profile (both subscribers and non-subscribers) may remain posted even if that Member is not actively using the Service. You acknowledge and agree that although a Member's profile may be viewed, you may not (even as a subscriber) be able to use the Service to communicate with that Member if he or she is not then actively using the Service.
  
4. **Term and Termination.**
  - a. This Agreement will remain in full force and effect while you use the Service and/or are a Member or a MatchMaker.
  - b. You may deactivate your account at any time, for any reason, by following the instructions on the manage subscription page. You may also deactivate your membership by sending the Company written notice of deactivation to KnownSingles, Inc., 145 S. Livernois Rd., #152, Rochester Hills, MI 48307, USA. or email notice of deactivation to Customer Support at supportATknownsingles.com. If you deactivate your membership via the KnownSingles app, we may ask you to provide a reason for your deactivation. If you deactivate your membership, your subscription will also be cancelled in accordance with the terms set forth herein. The Company requires a reasonable amount of time to process the cancelation. When you deactivate your membership and cancel your subscription, your subscription benefits will continue until the end of your then current subscription commitment, following which your subscription benefits will expire. However, in no event, will you be eligible for a refund of any portion of the subscription fees paid for the then-current subscription commitment.
  - c. The Company may terminate or suspend your subscription and/or membership in the Service at any time without notice if you breach, or if the Company believes that you have breached, this Agreement. Upon such termination or suspension, you will not be entitled to any refund of unused subscription fees and, if applicable, all unpaid subscription amounts and other fees you owe will immediately be due. The Company is not required to disclose, and may be prohibited from disclosing, the reason for the termination or suspension of your account.
  - d. After your membership or subscription is terminated for any reason, all terms of this Agreement survive such termination, and continue in full force and effect, except for any terms that by their nature expire or are fully satisfied.

5. **Non-commercial Use by Members.** The Service is for personal use only. Members may not use the Service in connection with any commercial endeavors, such as (i) advertising or soliciting any user to buy or sell any products or services not offered by the Company or (ii) soliciting others to attend parties or other social functions, or networking, for commercial purposes. Users of the Service may not use any information obtained from the Service to contact, advertise to, solicit, or sell to any other user without his or her prior explicit consent. Organizations, companies, and/or businesses may not use the Service for any purpose. The Company may investigate and take any available legal action in response to illegal and/or unauthorized uses of the Service, including collecting usernames and/or email addresses of members by electronic or other means for the purpose of sending unsolicited email and unauthorized framing of or linking to the Service.
  
6. **Account Security.** You are responsible for maintaining the confidentiality of the username and password you set for yourself during the registration process, and you are solely responsible for all activities that occur under your username and password. You agree to immediately notify the Company of any disclosure or unauthorized use of your username or password or any other breach of security, and ensure that you do not allow other people to utilize your account for any reason what so ever.
  
7. **Your Interactions with Other Members and MatchMakers.**
  - a. You are solely responsible for your interactions with other Members and MatchMakers. You understand that the Company **DOES NOT** conduct criminal background checks or screenings on its Members or MatchMakers. The Company also **DOES NOT** inquire into the background of all its Members or MatchMakers or attempt to verify the statements or information provided by its Members or MatchMakers. The Company makes no representations or warranties as to the conduct of Members or MatchMakers or their compatibility with any current or future Members or MatchMakers. The Company 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.
  
  - b. The Company is not responsible for the conduct of any Member or MatchMaker. As noted in and without limiting Sections 16 and 18 below, in no event shall the Company be liable (directly or indirectly) for any losses or 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 Website or the Service including, without limitation, death, bodily injury, emotional distress, and/or any other damages resulting from communications or meetings with other Members or MatchMakers or persons you meet through the Service. You agree to take all necessary precautions in all interactions with other Members and or MatchMakers, particularly if you decide to communicate off the Service or meet in person, or if you decide to send money to another Member or MatchMaker. In addition, you agree to review the Company's [Offline Dating Safety Tips](#) , located on the Website, prior to using the Service. You understand that the Company makes no guarantees, either express or implied, regarding your ultimate compatibility with individuals you meet through the Service. You should never provide your financial information (for example, your bank account, credit card information, cryptocurrency info), or wire or otherwise send money, to other Members or MatchMakers.

- c. The Company is not responsible for the information any MatchMaker shares about Members who are connected to them. The sole purpose of a MatchMaker is to provide information to Members who are connected to them about other members who are also connected to them, in other words these connected Members are also referred to as "KnownSingles". MatchMakers should not accept link requests from Members that they do not know as they will not be able to verify information about unknown Members. In addition, Members should not request to link to MatchMakers they do not know as those MatchMakers will not be able to verify information about Members they do not know.
  
8. **Proprietary Rights.** The Company owns and retains all proprietary rights on the Website and in the Service, and in all content, trademarks, trade names, service marks and other intellectual property rights related thereto. The KnownSingles app contains the copyrighted material, trademarks, and other proprietary information of the Company and its licensors. You agree to not copy, modify, transmit, disclose, use, create any derivative works from, make commercial use of, or reproduce in any way any copyrighted material, trademarks, trade names, service marks, other intellectual property or proprietary information accessible on the Website or through the Service, without first obtaining the prior written consent of the Company or, if such property is not owned by the Company, the owner of such intellectual property or proprietary rights. You agree to not remove, obscure or otherwise alter any proprietary notices appearing on any content, including copyright, trademark and other intellectual property notices.
  
9. **Content You Post on the KnownSingles app.**
  - a. You are solely responsible for the content and information that you post, comment on, upload, publish, link to, transmit, record, display or otherwise make available (hereinafter, "post") on the Service or transmit to other Members or MatchMakers, including emails, videos (including streaming videos), photographs, voice notes, recordings or profile text, whether publicly posted or privately transmitted (collectively, "Content"). You may not post on as part of the Service, or transmit to the Company or any other Member or MatchMaker (either on or off the Service), any offensive, abusive, obscene, sexually oriented, inaccurate, profane, threatening, intimidating, racially offensive, harassing or illegal material, or any material that infringes or violates another person's rights (including intellectual property rights, and rights of privacy and publicity). You represent and warrant that all information that you submit upon registration or after registration is accurate and truthful and that you will promptly update any information provided by you that subsequently becomes inaccurate, misleading or false.
  
  - b. You understand and agree that any and all content you post as part of the Service may be discussed between any MatchMaker you are linked to and other Members linked to the same MatchMaker. It is the responsibility of MatchMakers to truthfully answer questions from Members who may want to verify information about other Members linked to a common MatchMaker.

- c. You understand and agree that the Company may, but is not obligated to, monitor or review any Content you post as part of the Service. The Company may delete any Content, in whole or in part, that in the sole judgment of the Company violates this Agreement or may harm the reputation of the Website, the Service or the Company.
- d. By posting Content as part of the Service, you automatically grant, and you represent and warrant that you have the right to grant, to the Company, its affiliates, licensees and successors, an irrevocable, perpetual, non-exclusive, fully paid-up, worldwide right and license to (i) use, copy, store, perform, display, reproduce, record, play, adapt, modify and distribute such Content, (ii) prepare derivative works of, or incorporate into other works, such Content, and (iii) grant and authorize sublicenses of the foregoing in any media now known or hereafter created. You represent and warrant that any posting and use of your Content by the Company will not infringe or violate the rights of any third party.
- e. In addition to the types of Content described in Section 9(a) above, the following is a partial list of the kind of Content that is prohibited on as part of the Service. You may not post, upload, display or otherwise make available Content that:
- 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;
  - that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
  - advocates harassment or intimidation of another person;
  - requests money from, or is intended to otherwise defraud, other users of the Website or the Service;
  - involves the transmission of "junk mail", "chain letters," or unsolicited mass mailing or "spamming" (or "spimming", "phishing", "trolling" or similar activities);
  - promotes information that is false or misleading, or promotes illegal activities or conduct that is defamatory, libelous or otherwise objectionable;
  - contains video, audio photographs, or images of another person without his or her permission (or in the case of a minor, the minor's legal guardian);
  - 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 in a sexual, violent or other illegal 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 or drugs, violating someone's privacy, or providing, disseminating or creating computer viruses;
  - attempts to recruit for terrorist activities or providing information or financial backing to terrorist organizations
  - contains viruses, time bombs, trojan horses, cancelbots, worms or other harmful, or disruptive codes, components or devices;
  - impersonates, or otherwise misrepresents affiliation, connection or association with, any person or entity;

- provides information or data you do not have a right to make available under law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information);
- disrupts the normal flow of dialogue, causes a screen to "scroll" faster than other users are able to type, or otherwise negatively affects other users' ability to engage in real time exchanges;
- solicits passwords or personal identifying information for commercial or unlawful purposes from other users or disseminates another person's personal information without his or her permission; and
- publicizes or promotes commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes.

The Company reserves the right, in its sole discretion, to investigate and take appropriate legal action against anyone who violates this provision, including removing the offending communication from the Website or Service and terminating or suspending the membership of such violators.

- f. Your use of the Website and the Service, including all Content you post as part of the Service, must be in accordance with any and all applicable laws and regulations, including all applicable export and import laws and regulations. You agree that the Company may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary, such as to: (i) comply with legal process; (ii) enforce this Agreement; (iii) respond to claims that any Content violates the rights of third parties; (iv) respond to your requests for customer service or allow you to use the Website in the future; or (v) protect the rights, property or personal safety of the Company or any other person.
  
- g. You may not post any telephone numbers, street addresses, last names, URLs or email addresses as answers to questions on your Member profile that may be viewed by other Members. You agree that any Content you place as part of the Service to be viewed by other Members may be viewed by any person participating in the Service.

**10. Prohibited Activities.** The Company reserves the right to investigate and/or terminate your membership if you have misused the Service, or behaved in a way which could be regarded as inappropriate, unlawful or illegal, including actions or communications that occur outside of the Service but involve Members you meet through the Service. 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.
- solicit money from any Members or Matchmakers.
- post any Content that is prohibited by Section 9.
- "stalk" or otherwise harass any Members or MatchMakers.
- express or imply that any statements you make are endorsed by the Company without our specific prior written consent.
- ask or use Members or MatchMakers to conceal the identity, source, or destination of any illegally gained money or products.

- 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 Website, Service or its contents.
- collect usernames and/or email addresses of members by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the Service.
- interfere with or disrupt the Service or the Website or the servers or networks connected to the Service or the Website.
- 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.
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted to or through the Website or Service (either directly or indirectly through use of third party software).
- "frame" or "mirror" any part of the Service or the Website, without the Company's prior written authorization.
- use meta tags or code or other devices containing any reference to the Company, the Website or the Service (or any trademark, trade name, service mark, logo or slogan of the Company) to direct any person to any other website for any purpose.
- 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 the Website, or cause others to do so.
- post, use, transmit or distribute, directly or indirectly, in any manner or media any content or information obtained from the Website or the Service other than solely in connection with your use of the Service in accordance with this Agreement.

**11. Zero Tolerance Policy.** The company has a zero-tolerance (no tolerance) policy for any user posting objectionable content or acting in an abusive manner in any way towards other Members or MatchMakers. Users have the ability to flag objectionable content as well as block abusive users. The company will act on reports of objectionable content within 24 hours by removing the content and will eject (ban) the user who provided the offending content.

**12. Customer Service.** The Company provides assistance and guidance through its customer care representatives. When communicating with our customer care representatives in any form (telephone, email or letter), 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 membership and you will not be entitled to any refund of unused subscription fees.

**13. Subscriptions; Charges on Your Billing Account.**

- a. The Company bills you through an online account (your "Billing Account") for use of the Service. You agree to pay the Company 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 the Company to charge your chosen payment provider (your "Payment Method") for the Service. You agree to make payment using that selected Payment Method. The Company may correct any billing errors or mistakes that it makes even if it has already requested or received payment. This Section 13 includes any agreements you made with the Company on the KnownSingles app when becoming a Member 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 credit card issuer, financial institution, or other provider of your chosen Payment Method. If you initiate a chargeback or otherwise reverse a payment made with your Payment Method, the Company may in its discretion terminate your account immediately. If the Company successfully disputes the reversal, and the reversed funds are returned, you are not entitled to a refund or to have your account or subscription reinstated.

- b. Your subscription will continue indefinitely. After your initial subscription commitment period, and again after any subsequent subscription period, your subscription will automatically renew 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 deactivate your subscription, please log in and go to settings and manage subscription on the KnownSingles app and select Yes to cancel auto renewal. If you deactivate your account, you will not have access to your account any longer and you **WILL NOT** be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period. If you want to reactivate your account, this is only possible by sending email to supportATknownsingles.com and requesting that your account be reactivated. Once reactivated, 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 if your Auto Renewal is set to no. By subscribing, you authorize the Company to charge your Payment Method now and again at the beginning of any subsequent subscription period. You also authorize the Company to charge you for any sales or similar taxes that may be imposed on your subscription payments. Upon the renewal of your subscription, if the Company does not receive payment from your Payment Method provider, (i) you agree to pay all amounts due on your Account upon demand, and/or (ii) you agree that the Company 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).
  
- c. You must provide current, complete and accurate information for your account. You must promptly update all information to keep your Account current, complete and accurate and you must promptly notify the Company 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). If you fail to provide the Company any of the foregoing information, you agree that you are responsible for fees accrued under your Account.

**14. Modifications to Service.** The Company reserves the right at any time to modify or discontinue, temporarily or permanently, the Website or the Service (or any part thereof) with or without notice.



You agree that the Company shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service. To protect the integrity of the Website or the Service, the Company reserves the right at any time in its sole discretion to block users from certain IP addresses from accessing the Website or Service.

**15. Copyright Policy; Notice and Procedure for Making Claims of Copyright Infringement.** 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:

- 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 (and such description must be reasonably sufficient to enable the Company to find the alleged infringing material);
- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- 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; and
- 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.

Notice of claims of copyright infringement should be provided to the Company's Copyright Department at the following address:

KnownSingles, Inc.  
Copyright Department  
145 S. Livernois Rd., #152  
Rochester Hills, MI 48307  
U.S.A.

KnownSingles, Inc. will terminate the accounts of repeat infringers.

**16. Communications and Test Profiles.** When you become a Member, 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 [KnownSingles, Inc. Privacy Policy](#) for more information regarding these communications. From time to time, employees of the Company may create test Member or MatchMaker profiles for the purpose of testing the functionality of our Service and processes to improve service quality for our Members and MatchMakers. Telephone calls between you and our customer care representatives may be recorded for quality assurance purposes.

**17. Disclaimers.**

You acknowledge and agree that the Company is not responsible for and shall not have any liability, directly or indirectly, for any loss or damage, including personal injury or death, as a result of or alleged to be the result of (i) any incorrect or inaccurate Content posted on the Service

or provided in connection with the Service, whether caused by users of the Website or Service, including Members or MatchMakers, or any of the equipment or programming associated with or utilized in the Website or Service; (ii) the timeliness, deletion or removal, incorrect delivery or failure to store any Content, communications or personalization settings; (iii) the conduct, whether online or offline, of any user of the Website or Member of the Service; (iv) any error, omission or defect in, interruption, deletion, alteration, delay in operation or transmission, theft or destruction of, or unauthorized access to, any user or Member or MatchMaker communications; or (v) any problems, failure 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 Members or MatchMakers 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. **To the Maximum extent allowed by applicable law, the Company provides the website and the Service on an "As Is" and "As Available" basis and grants no warranties of any kind, whether express, implied, statutory, or otherwise with respect to the Service or the Website (Including all content contained therein), Including (without limitation) any implied warranties of satisfactory quality, Merchantability, Fitness for a particular purpose or non-infringement. The Company does not represent or warrant that the website or the Service will be uninterrupted or error free, secure or that any defects or errors on the Website or in the Service will be corrected.**

a.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE OR WEBSITE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, OR LOSS OR CORRUPTION OF DATA THAT RESULTS OR MAY RESULT FROM THE DOWNLOAD OF ANY SUCH MATERIAL. IF YOU DO NOT ACCEPT THIS LIMITATION OF LIABILITY, YOU ARE NOT AUTHORIZED TO DOWNLOAD OR OBTAIN ANY MATERIAL THROUGH THE SERVICE OR WEBSITE.

b. From time to time, the Company may make third party opinions, advice, statements, offers, or other third party information or content available on the Website and/or through the Service ("Third Party Content"). All Third Party Content is the responsibility of the respective authors thereof and should not necessarily be relied upon. Such third party authors are solely responsible for such content. THE COMPANY DOES NOT: (I) GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY THIRD PARTY CONTENT ON THE WEBSITE OR PROVIDED THROUGH 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 OR THE SERVICE. UNDER NO CIRCUMSTANCES WILL THE COMPANY OR ITS AFFILIATES BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM YOUR RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON THE WEBSITE OR THE SERVICE, OR TRANSMITTED TO OR BY ANY MEMBERS.

- c. In addition to the preceding paragraph and other provisions of this Agreement, any advice that may be posted on the Website or through the Service is for informational and entertainment purposes only and is not intended to replace or substitute for any professional financial, medical, legal, or other advice. The Company makes no representations or warranties and expressly disclaims any and all liability concerning any treatment, action by, or effect on any person following the information offered or provided within or through the Website or the Service. 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.
  
- d. The Company utilizes a third party for the chat feature which is provided by the Service. You agree that all information entered into the chat feature will be stored in the third party system which is accessed by the Service and presented back to you via the chat sessions. The Company does not have the ability to read the information in any Member(s) or MatchMaker(s) chat sessions.

18. **Links.** The Website may contain, and the Service or third parties may provide, advertisements and promotions offered by third parties and links to other web sites or resources. You acknowledge and agree that the Company is not responsible for the availability of such external websites or resources and does not endorse and is not responsible or liable for any content, information, statements, advertising, goods or services, or other materials on or available from such websites or resources. Your correspondence or business dealings with, or participation in promotions of, third parties found on or through the Website or Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. You further acknowledge and agree that the Company 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, information, statements, advertising, goods or services or other materials available on or through any such website or resource.

19. **Limitation on Liability.** TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, BUSINESS PARTNERS, LICENSORS OR SERVICE PROVIDERS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, RELIANCE, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OR CORRUPTION OF DATA OR PROGRAMS, SERVICE INTERRUPTIONS AND PROCUREMENT OF SUBSTITUTE SERVICES, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE COMPANY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO THE COMPANY FOR THE SERVICE DURING THE TERM OF MEMBERSHIP (SUBSCRIPTION). YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE WEBSITE OR SERVICE OR THE TERMS OF THIS AGREEMENT MUST BE FILED WITHIN ONE YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

## 20. Arbitration.

- a. **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 under the Consumer Arbitration Rules. The one exception to the exclusivity of arbitration is that you have the right to bring an individual claim against the Company 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 the Company any class action, class arbitration, or other representative action or proceeding.
- b. **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 the Company (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**, and the arbitrator shall determine all issues regarding the arbitrability of the dispute. 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.
- c. **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 the Company (except for small-claims court actions) may be commenced only in the federal or state courts located in Oakland County, Michigan. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.
- d. **Governing Law.** This Agreement, and any dispute between you and the Company, shall be governed by the laws of the state of Michigan without regard to principles of conflicts of law, provided that this arbitration agreement shall be governed by the Federal Arbitration Act.

21. **Indemnity by You.** You agree to indemnify and hold the Company, its subsidiaries, affiliates, and its and their officers, agents, 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 (a) your breach of or failure to comply with this Agreement (including any breach of your representations and warranties contained herein), (b) any postings or Content you post on the Website or as a result of the Service, and (c) the violation of any law or regulation by you. The Company reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the Company in connection therewith.

22. **Notice.** The Company may provide you with notices, including those regarding changes to this Agreement, using any reasonable means now known or hereafter developed, including by email, regular mail, SMS, MMS, text message or postings on the Website or the KnownSingles app. Such notices may not be received if you violate this Agreement by accessing the Service in an unauthorized manner. You agree that you are deemed to have received any and all notices that would have been delivered had you accessed the Service in an authorized manner.

**23. Entire Agreement; Other.** This Agreement, with the Privacy Policy and any specific guidelines or rules that are separately posted for particular services or offers on the Website, contains the entire agreement between you and the Company 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. There shall be no third party beneficiaries to this Agreement. The failure of the Company to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. You agree that your KnownSingles account is non-transferable and any rights to your profile or contents within your account terminate upon your death. No agency, partnership, joint venture or employment is created as a result of this Agreement and you may not make any representations or bind the Company in any manner.

**24. Amendment.** This Agreement is subject to change by the Company at any time. If you are a non-subscribing Member at the time of any change, the revised terms will be effective upon posting on the Website or the KnownSingles app and your use of the Service after such posting will constitute acceptance by you of the revised Agreement. If you are a subscribing Member or a MatchMaker at the time of any change, the then-existing Agreement will continue to govern your membership until such time that you renew your subscription as contemplated by Section 13. 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.

**25. Specific State Terms.** The following provisions are added to this Agreement for Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio and Wisconsin subscribers:

**You, the buyer, may cancel this agreement, without penalty or obligation, at any time prior to midnight of the original contract seller's third business day following the original date of this contract, excluding Sundays and holidays. To cancel this agreement, mail or deliver a signed and dated notice with a statement that indicates you, the buyer, are canceling this agreement or use similar words to explain it. This notice shall be sent to: KnownSingles, Inc., Attention: Cancel Account, 145 S. Livernois Rd., #152, Rochester Hills, MI 48307, USA. Please include your KnownSingles username and email address in any correspondence or your refund may be delayed. If you cancel, KnownSingles, Inc. will return, within ten days of the date on which you give notice of cancellation, any payments you have made. If you send or deliver the notice to cancel your subscription agreement within such three day period, we will refund the full amount of your subscription.**

**In the event that you die before the end of your subscription period, your estate shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your death. In the event that you become disabled (such that you are unable to use the services of KnownSingles, Inc.) before the end of your subscription period, you shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your disability by providing the company notice at the same address as listed above.**

KnownSingles is a trademark of KnownSingles, Inc.  
This Agreement was last revised as of June 1, 2021.

