DEFINITIONS

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

Plentyoffish Media Inc. (“Plentyoffish”) is the exclusive owner and operator of plentyoffish.com and pof.com (the “Website”).

As used in this Terms of Use Agreement, "we" and "us" means Plentyoffish or any successor, subsidiary, division or assign of Plentyoffish.

“Service(s)” refers to Your use of the Website for any purpose whatsoever.

OVERVIEW

This Terms of Use Agreement (the "Agreement") sets forth the terms and conditions that apply to Your use of the Website and all services offered by Plentyoffish. By completing the subscription process You are indicating that You agree to be bound by all of the terms in this Agreement. Please print and keep a copy of this Agreement for Your records. By accessing the Website or using any Services, You consent to receive this Agreement electronically.

We reserve the right to modify this Agreement at any time. Such modified Agreement will become effective and will apply to Your subscription upon our posting such Agreement to the Website. Your continued use of our Service after such a modification has been posted shall be deemed to constitute acceptance by You of any such modified Agreement. It is Your obligation to review the Agreement and to become aware of any modifications.

ELIGIBILITY

You must be 18 years of age or older to visit or use this Website or the Services in any manner. By visiting the Website or accepting these Terms of Use, You represent and warrant to Plentyoffish that You: (i) are 18 years of age or older, and that You have the right, authority and capacity to agree to and abide by the Agreement; (ii) will use the Website in a manner consistent with any and all applicable laws and regulations; and (iii) have not been convicted of any felony and are not required to register as a sex offender with any government authority.

USER AGREEMENT

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

RIGHT TO USE

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

CODE OF CONDUCT

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

You will keep all information provided to You through the Service as private and confidential and will not give such information to anyone without the permission of the person who provided it to You.

You will not use the Service to engage in any form of harassment or offensive behavior, including but not limited to the posting of communications, pictures or recordings which contain libelous, slanderous, abusive or defamatory statements, or racist, pornographic, obscene, or otherwise offensive language.

You will not forward chain letters through the Service.

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

You will not post messages, pictures or recordings or use the Service in any way that;

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

is fraudulent or otherwise unlawful or violates any law.

You will not use the Service to distribute, promote or otherwise publish any material containing any solicitation for funds, advertising or solicitation for goods or services. Parties responsible for the distribution, promotion or publication of any material containing any solicitation for funds, advertising or solicitation for goods or services agree to pay Plentyoffish One Thousand US Dollars ($1000.00) per account involved with such activities to cover expenses involved with investigation and prosecution of such activities.

You will not use the Service to distribute or upload any virus, or malicious software of any type, or do anything else that might cause harm to the Service, the Website, Plentyoffish, its systems, or any other members' systems in any way.

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

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

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

MONITORING OF INFORMATION

We may use third-party advertising companies, such as Yahoo!, Google, and Microsoft, to serve ads when you visit our website. These companies may use information about your interests in order to provide advertisements about goods and services of interest to you. If you would like more information about this practice and to know your choices about not having this information used by these companies, see www.aboutads.info/choices.

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

For third party advertising cookie opt out please visit www.networkadvertising.org/managing/opt\_out.asp.

REMOVAL OF INFORMATION

We do not and cannot review all profiles, public postings, messages or other materials posted or sent by users of the Service. We are not responsible for any of the content of these profiles, public postings, messages or other materials. We reserve the right, but are not obligated to, delete, move or edit profiles, public postings, messages and other materials that we, in our sole discretion, deem to be in violation of the Code of Conduct as set out above or any other applicable content guidelines or deem to be otherwise unacceptable. You shall remain solely responsible for the content of profiles, public postings, messages and other materials You may upload to the Service.

TERMINATION OF ACCESS TO SERVICE

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

PROPRIETARY INFORMATION

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

NO RESPONSIBILITY

You acknowledge that we are not responsible for interruption or suspension of the Service, regardless of the cause of the interruption or suspension.

SECURITY

You are responsible for maintaining the confidentiality of Your username and password, and You should not allow anyone to use Your password to access any Services. You are responsible for all usage or activity on the Service by users using Your password, including but not limited to use of Your password by any third party. You agree to immediately notify Plentyoffish of any unauthorized use of Your username or password or any unauthorized access to Your account. For Your own security, it is advisable to log out when You finish each use of the Services, especially if You are using a public computer or share a computer with others. When logging into the Services using a public computer please use caution to prevent other people from learning Your username and password.

INTERACTIONS WITH OTHER MEMBERS

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER MEMBERS. YOU UNDERSTAND THAT PLENTYOFFISH CURRENTLY DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS ON ITS MEMBERS. PLENTYOFFISH ALSO DOES NOT INQUIRE INTO THE BACKGROUNDS OF ALL OF ITS MEMBERS OR ATTEMPT TO VERIFY THE STATEMENTS OF ITS MEMBERS. PLENTYOFFISH MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF MEMBERS OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE MEMBERS. PLENTYOFFISH 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 PLENTYOFFISH 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, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON. YOU UNDERSTAND THAT PLENTYOFFISH 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 MEMBERS.

EXTERNAL LINKS

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

You understand that by using any of the External Links, You may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. Nevertheless, You agree to use the External Links at Your sole risk and that Plentyoffish shall not have any liability to You for content that may be found to be offensive, indecent, or objectionable. It shall be Your sole and exclusive obligation to prevent children and other persons from viewing or accessing any inappropriate content that may be included in or available through any External Links.

By using External Links, You acknowledge and agree that Plentyoffish is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such materials at External Links. Plentyoffish does not warrant or endorse and does not assume and will not have any liability or responsibility to You or any other person for any External Links or for any other materials, products, or services of third parties.

Plentyoffish shall not be responsible for the contents of, updates to, or privacy practices of third parties operating External Links, which may differ from those of Plentyoffish. The personal data You may choose to give to such third parties are not covered by Plentyoffish's privacy policies. Some third party companies may choose to share their personal data with Plentyoffish, in which case such data sharing shall be governed by that third party's privacy policy.

You understand and agree that your use of External Links may result in harmful or unwanted content or malicious software infecting or interacting with your computer or mobile device. You accept all risk in connection with such External Links, and you agree that Plentyoffish shall have no responsibility to you in the event your computer or mobile device is affected in any way by your use of External Links.

PAID MEMBERSHIPS AND PAID FEATURES

In addition to the free services provided on the Website, Paid Memberships (for example, the Plentyoffish Membership) and Paid Features are offered that require payment. Where payment is required, the following additional terms and conditions will apply.

Billing and Payment

Plentyoffish will use the credit card information You provide to bill You for goods and services. By registering for the Paid Memberships or Paid Features and providing Your credit card details, You agree to be billed by us for Your for-fee service in advance. It is Your sole obligation to provide accurate and complete credit card information, and to timely update Your Account with any changes to such information.

Automatic Renewal

Paid Memberships are subscriptions. 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 log in and go to Your Account page and opt out of automatic renewal of Your purchase. If You opt out of automatic renewal after Your purchase, 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. You won’t be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period. Paid Memberships cannot be transferred to any other account. By subscribing to the Paid Membership, You authorize Plentyoffish to bill the credit card You provided now and again at the beginning of any subsequent subscription period. You also authorize Plentyoffish to charge You for any sales or similar taxes that may be imposed on Your subscription payments.

Reaffirmation of Authorization

Your non-termination or continued use of the Paid Memberships reaffirms that Plentyoffish is authorized to charge the credit card information provided. Plentyoffish may submit those charges for payment and You will be responsible for such charges. This does not waive Plentyoffish’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 Paid Memberships.

Termination of Services for Non-Payment

Where payment is required for a Paid Membership or Paid Feature and we are unable to charge Your credit card for any reason, we may discontinue any and all Services to You either temporarily or permanently.

Cancellation of Services

If You cancel Your account, Your Paid Membership and/or Paid Features will be cancelled. All payments for Paid Memberships and Paid Features are non-refundable. You will not be eligible for a prorated refund of any portion of the unused paid services. Where billing for a service is recurring on a monthly, yearly or other periodic basis, the unused portion of the current service period will not be refunded. Paid Memberships and/or Paid Features cannot be transferred to any other account.

MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

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

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

YOU UNDERSTAND AND AGREE THAT YOU USE THE WEBSITE AND SERVICES AT YOUR OWN RISK. SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE INCAPABLE OF EXCLUSION UNDER LAW.

PLENTYOFFISH PROVIDES ON-LINE PERSONAL DATING SERVICES AND TOOLS TO SINGLES AND OTHER SIMILARLY INTERESTED INDIVIDUALS, AS WELL AS FORUMS FOR DISCUSSION AND COMMENTARIES TO SUBSCRIBERS THROUGH THE WEBSITE AND OTHER MEANS OF DISTRIBUTION. PLENTYOFFISH DOES NOT GUARANTEE THE ACCURACY, COMPLETENESS, OR TIMELINESS OF, OR OTHERWISE ENDORSE ANY INFORMATION CONTAINED ON THE WEBSITE. DUE TO THE NUMBER OF SOURCES FROM WHICH CONTENT DISTRIBUTED BY PLENTYOFFISH IS OBTAINED, THERE MAY BE DELAYS, OMISSIONS OR INACCURACIES IN SUCH CONTENT. WE DO NOT REPRESENT OR ENDORSE THE ACCURACY OR RELIABILITY OF ANY MEMBER PROFILE, ADVICE, OPINION, STATEMENT OR OTHER INFORMATION DISPLAYED, UPLOADED OR DISTRIBUTED THROUGH THE SERVICE BY PLENTYOFFISH, OUR PARTNERS OR ANY USER OF THE SERVICE OR ANY OTHER PERSON OR ENTITY. YOU ACKNOWLEDGE THAT ANY RELIANCE UPON ANY SUCH OPINION, MEMBER PROFILE, ADVICE, STATEMENT OR INFORMATION SHALL BE AT YOUR SOLE RISK. YOUR CONTINUED USE OF THE SERVICE NOW, OR FOLLOWING THE POSTING OF NOTICE OF ANY CHANGES IN THIS AGREEMENT, WILL CONSTITUTE A BINDING ACCEPTANCE BY YOU OF THIS AGREEMENT, OR ANY SUBSEQUENT MODIFICATIONS.

YOU HEREBY ACKNOWLEDGE AND AGREE THAT UNDER NO CIRCUMSTANCES WILL PLENTYOFFISH, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND THIRD PARTY CONTENT PROVIDERS OR LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS WHATSOEVER CAUSED BY YOUR USE OR RELIANCE ON INFORMATION OBTAINED THROUGH THE CONTENT DISTRIBUTED BY PLENTYOFFISH AS WELL AS ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR INJURY ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE OR OUT OF THE BREACH OF ANY WARRANTY, OR CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO AND/OR ALTERATION OF THE WEBSITE, NO MATTER WHETHER SUCH CLAIMS ARE BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER CAUSE OF ACTION, AND REGARDLESS OF WHETHER PLENTYOFFISH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS LIMIT THE AVAILABILITY OF SUCH LIMITATION OF LIABILITY, IN WHICH CASE THE PROVISIONS OF THIS SECTION MAY NOT APPLY TO YOU. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL OUR LIABILITY EXCEED THE SUM OF FIFTY U.S. DOLLARS ($50.00).

EACH PARTY AGREES THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH PARTIES AGREE OTHERWISE, NO CLAIM MAY BE CONSOLIDATED OR JOINED WITH MORE THAN ONE PERSON’S OR PARTY’S CLAIMS. UNLESS BOTH PARTIES AGREE OTHERWISE, NEITHER PARTY MAY JOIN ANY CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. UNLESS BOTH PARTIES AGREE OTHERWISE, EITHER PARTY MAY ONLY SEEK AND/OR ACCEPT AN AWARD OF RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND/OR DECLARATORY RELIEF) IN FAVOR OF THE INDIVIDUAL SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY’S INDIVIDUAL CLAIM(S).

INDEMNITY

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

MISCELLANEOUS

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

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

If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and be enforceable. You may not assign, transfer or sublicense this Agreement without the prior written consent of Plentyoffish. Plentyoffish may assign this Agreement in whole or in part. No agency, partnership, joint venture, or employment is created as a result of this Agreement. Headings are for convenience only and have no legal or contractual effect. All notices under this Agreement shall be in writing and shall be deemed to have been duly given when receipt is electronically confirmed, if transmitted by facsimile or email or upon receipt, if sent by certified or registered mail, return receipt requested.

PLENTYOFFISH PRIVACY POLICY

This privacy policy (this “Policy”) describes the practices Plentyoffish Media Inc., and any affiliates (as that term is defined in the British Columbia Business Corporations Act), (collectively “we”, “us”, “our”) with respect to our collection, use, storage and disclosure of personal information provided to us from users of our Website. This Policy forms an integral part of Terms of Use Agreement, which is incorporated by reference. Any capitalized term used but not defined in this Policy will have the meaning defined in the Terms of Use Agreement.

All references to “Website” in this Policy refer to our websites located at www.plentyoffish.com and www.pof.com.

INTRODUCTION

We respect and uphold individual rights to privacy and the protection of personal information. We know how important it is to protect Your personal information and want to make every customer experience safe and secure. In keeping with that goal, we have developed this Policy to explain our practices for the collection, use, and disclosure of Your personal information.

For the purposes of this Policy, “personal information” means information about an identifiable individual, including, for example, an individual’s height, birth date, name, home address, telephone number, social insurance number, sex, income and marital status. We will only collect, use or disclose personal information in accordance with this Policy, or in accordance with laws applicable to the collection, use and disclosure of Your personal information by us (“Applicable Privacy Laws”).

We have appointed a Privacy Officer who is responsible for our compliance with this Policy. Information on how to contact the Privacy Officer can be found below.

COLLECTION AND USE OF PERSONAL INFORMATION

We collect two types of information through our Website: personal information and non-personal information. The types of information we collect depend on the nature of Your interaction with us.

Personal information

We may collect personal information such as:

Your contact information – for example, Your name and email address;

Your personal preferences – for example, language preferences, and marketing consent; and

Your profile information – for example, photographs You upload, and other information You provide in Your personal profile, such as Your interests, marital status, Your height, weight and occupation.

Non-personal information

Non-personal information does not identify You as an individual. For example:

we may collect certain non-personal data when You visit our Website, such as the type of browser You are using or the referring URL; or

we may collect and summarize customer information in a non-personal, aggregate format for statistical and research purposes. We may, for example, summarize our data to determine that a certain percentage of users are male, aged 18 to 25.

You may choose not to provide us with Your personal information. However, if You make this choice we may not be able to provide You with the service, or information that You requested. For example, we require Your email address in order to verify Your account, which is necessary so that notifications may be sent to You electronically. Should You no longer wish to receive notifications from Plentyoffish when You receive a message from another Plentyoffish user or when another user adds You as a favorite, You may turn these notifications off through Mail Settings (http://www.pof.com/mailsettings.aspx). Plentyoffish will not send You notifications after Your account is deleted.

USE OF PERSONAL INFORMATION

We may use Your personal information for a number of different business purposes, for example to:

create and display Your online dating profile to other users of the Website;

show other users when You have viewed their profiles;

compare Your profile and preferences with that of other users to provide both You and other users with potential matches;

provide customer support to assist You with Your questions or complaints;

conduct surveys in order to improve our services;

advise You of changes to our services, or new services that we may implement from time to time;

measure and improve the effectiveness of our Website or our marketing endeavours;

detect and protect against fraud and error;

track and analyze Your preferences to better understand Your service needs and eligibility; and

for other purposes as described in this Policy.

We limit the personal information we collect and use to that which is necessary to fulfill our business purposes. We will not collect, sell, distribute or use personal information for any other purposes without Your further consent, except to the extent as required by law or as authorized by Applicable Privacy Laws.

YOUR CONSENT

When You choose to provide us with Your personal information You consent to the use of Your personal information as identified in this Policy and as may be further identified at the time of collection.

Express Consent

Sometimes You will be asked to give Your express consent to our collection, use or disclosure of personal information – for example, by being asked to check a box to indicate Your consent to receive marketing communications.

Implied Consent

Other times, You may provide Your implied consent to our collection, use or disclosure of personal information when we can reasonably conclude that You have given consent by some action You have taken or an action You have decided not to take. Generally, this occurs where the purpose for the use of Your personal information would be reasonably apparent to You – for example, when You provide us with personal information through forms to populate Your online dating profile, You provide us with implied consent to publish that information for other users of the Website to view.

Withdrawing Your Consent

You may notify us at any time that You wish to withdraw or change Your consent to our use and disclosure of Your information. We will accommodate Your request subject to legal and contractual restrictions.

INFORMATION WE MAY COLLECT DIRECTLY FROM YOU

Listed here are some further examples of the ways that we collect personal information directly from You and how we use it.

Follow-Up and Surveys

From time to time, we may send You a follow-up letter to thank You for Your use of the Website, or we may contact You to ensure that You are completely satisfied.

We may use contact information collected online to conduct occasional surveys and other customer research. These surveys are entirely voluntary and You may easily decline to participate.

Our Website

Our Website can be browsed anonymously. However, to engage in certain special features or functions of our Website, You may be asked to provide certain personal information, such as Your email address or demographic information. We use this information to create Your account, contact and correspond with You about Your account, respond to Your inquiries, and monitor functions of our Website that You choose to use.

Our Mobile Applications

If You use any mobile device to access our site and download any of our applications, we may collect device information (such as Your mobile device ID, model and manufacturer), operating system and version information, and IP address.

We collect Your geolocational information only upon Your consent. By sharing Your geolocational information with us, You agree to be bound by Google's Terms of Use (http://www.google.com/intl/en\_ALL/help/terms\_maps.html). We are using the Maps API(s) in our mobile applications, and incorporated by reference to this Policy is the Google privacy policy (currently http://www.google.com/privacy.html), as amended by Google from time to time.

Advertising Campaigns

To supplement our website, we rely on advertisers who wish to serve advertisements to some or all of our users (“Campaigns”) to generate revenue. We never share Your personal information with our advertisers for their Campaigns. However, we will use elements of Your personal information to create a list of users that advertisers may want to direct their Campaigns to. Advertisers may decide to serve advertisements to all of our users (“General Campaigns”), or to send messages to specific segments of our user base (“Direct Campaigns”) based on particular personal characteristics (for example, age, sex or geographic location). In the case of Direct Campaigns, we may use different elements of Your personal preferences to develop and display advertising content tailored to Your preferences.

Matching

From time to time we will use some elements of Your personal information (such as Your personal preferences or Your profile information) to generate and send You a list of possible matches from among our other users.

Customer Support Centre

We operate an electronic customer support centre to accept and address Your questions, concerns, or complaints. When You contact our customer support centre, we may ask for personal information to help us respond to Your inquiry or to verify Your identity. For example if You need to make a change to Your account, we will ask for personal information to verify that You are the account holder. We may also monitor or record Your online or telephone discussions with our customer support representatives for training purposes and to ensure service quality.

INFORMATION WE COLLECT AUTOMATICALLY

In some cases, we automatically collect certain information.

Our Website

When using our Website, we may collect the Internet Protocol (IP) address of Your computer, the IP address of Your Internet Service Provider, the date and time You access our Website, the Internet address of the web site from which You linked directly to our Website, the operating system You are using, the Internet browser You are using, the sections of the Website You visit, the Website pages read and images viewed, and the content You download from the Website. This information is used for Website and system administration purposes and to improve the Website.

Cookies

The Website uses "cookies", a technology that installs a small amount of information on a Website user's computer to permit the Website to recognize future visits using that computer. Cookies enhance the convenience and use of the Website. For example, the information provided through cookies is used to recognize You as a previous user of the Website, to offer personalized Web page content and information for Your use, and to otherwise facilitate Your Website experience. You may choose to decline cookies if Your browser permits, but doing so may affect Your use of the Website and Your ability to access certain features of the Website or engage in transactions through the Website.

Web Site Tracking Information

We may use web beacons or pixel tags to compile tracking information reports regarding Website user demographics, Website traffic patterns, and Website purchases. We may then provide these reports to advertisers and others. None of the tracking information in these reports can be connected to the identities or other personal information of individual users. For our own research purposes we may link tracking information with personal information voluntarily provided by Website users. Once such a link is made, all of the linked information is treated as personal information and will be used and disclosed only in accordance with this Policy.

Links to Other websites

Our Website may contain links to other websites or Internet resources which are provided solely for Your convenience and information. When You click on one of those links You are contacting another website or Internet resource. We have no responsibility or liability for, or control over, those other websites or Internet resources or their collection, use and disclosure of Your personal information. We encourage You to read the privacy policies of those other websites to learn how they collect and use Your personal information.

SUPPLEMENTING INFORMATION

From time to time we may supplement information You give us with information from other sources, such as information validating Your address or other available information You have provided us. This is to help us maintain the accuracy of the information we collect and to help us provide better service.

DISCLOSURE AND SHARING OF YOUR INFORMATION

We do not sell or license Your personal information to any other party. However, in the normal course of business we may share some of Your personal information with our affiliates and with third parties acting on our behalf or as permitted or required by Applicable Privacy Laws.

Service Providers

We may use third party service providers (for example, web hosting providers, data management providers and/or payment processers) to manage one of more aspects of our business operations, including the processing or handing of personal information. When we do use an outside company, we use contractual or other appropriate means to ensure that Your personal information is used in a manner that is consistent with this Policy.

By registering for a for-fee service and providing Your credit card details, Plentyoffish will use the credit card information You provide to bill You for goods and services. By providing Your credit card details to us, You consent to and authorize us to provide Your credit card details to payment processors and financial institutions necessary to process Your payment.

To provide increased availability of the Website, some of these operations may result in personal information collected by Plentyoffish being stored outside Canada and, as a result, such personal information stored outside of Canada may be accessible to law enforcement and regulatory authorities in accordance with applicable laws of countries outside Canada.

Information Shared Amongst Our Affiliates, Subsidiaries and Divisions

We may share personal information gathered on our Website with and amongst our corporate subsidiaries, affiliates or divisions for internal business purposes in accordance with this Policy. If we do, we will ensure that Your information continues to be used only in accordance with this Policy and Your expressed choices.

Legal Disclosure

We may disclose Your information as permitted or required by law. For example, we may be compelled to release information by a court of law or other person or entity with jurisdiction to compel production of such information. If we have reasonable grounds to believe information could be useful in the investigation of improper or unlawful activity, we may disclose information to law enforcement agencies or other appropriate investigative bodies.

SECURITY OF PERSONAL INFORMATION

The security of Your personal information is a high priority for us. We maintain appropriate safeguards and current security standards to protect Your personal information, whether recorded on paper or captured electronically, against unauthorized access, disclosure, or misuse. For example, electronic records are stored in secure, limited-access servers; we employ technological tools like firewalls and passwords; and we ensure our employees are trained on the importance of maintaining the security and confidentiality of personal information. Reasonably secure methods are used whenever we destroy personal information. For example, we currently use SSL encryption with a 2048 bit RSA key digital certificate. However, no system can be completely secure. While Plentyoffish takes steps to secure Your information, we do not promise, and You should not expect, that Your personal information will always remain secure.

REQUESTS FOR ACCESS TO AND CORRECTION OF PERSONAL INFORMATION

Applicable Privacy Laws allows any individual the right to access and/or request the correction of errors or omissions in his or her personal information that is in our custody or under our control. Our Privacy Officer will assist the individual with the access request. This includes:

identification of personal information under our custody or control; and

information about how personal information under our control may be or has been used by us.

We will respond to requests within the time allowed by Applicable Privacy Laws and will make every effort to respond as accurately and completely as possible. Any corrections made to personal information will be promptly sent to any organization it was disclosed to.

In certain exceptional circumstances, we may not be able to provide access to certain personal information it holds about an individual. For security purposes, not all personal information is accessible and amendable by the Privacy Officer. If access or corrections cannot be provided, we will notify the individual making the request within 30 days, in writing, of the reasons for the refusal.

REMOVAL OF YOUR INFORMATION

We keep Your information only as long as we need it for legitimate business purposes and to meet any legal requirements. Personal information used to make a decision that directly affects an individual will be kept for at least one year after such a decision. We have retention standards that meet these parameters.

CONCERNS OR QUESTIONS REGARDING OUR COMPLIANCE

Questions or concerns regarding our compliance with this Policy may be directed to the Privacy Officer, Markus Frind, at legal@plentyoffish.com.

Digital Millennium Copyright Act Notice

If You believe that Your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible on this Site, please notify Plentyoffish’s copyright agent, as set forth in the Digital Millennium Copyright Act of 1998 (DMCA). For Your complaint to be valid under the DMCA, You must provide the following information in writing:

An electronic or physical signature of a person authorized to act on behalf of the copyright owner;

Identification of the copyrighted work that You claim is being infringed;

Identification of the material that is claimed to be infringing and where it is located on the Site;

Information reasonably sufficient to permit PLENTYOFFISH to contact You, such as Your address, telephone number, and e-mail address;

A statement that You have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and

A statement, made under penalty of perjury, that the above information is accurate, and that You are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Designated Copyright Agent

Plentyoffish Media Inc.

701 Fifth Avenue, Suite 5400, Seattle, Washington 98104

Fax: (604) 648-9521

legal@plentyoffish.com