



## **Terms and Conditions of Service**

These Terms and Conditions contain legal obligations. Please read them carefully.

### **ACCEPTANCE**

By using this service, you agree, without limitation or qualification, to be bound by, and to comply with, these Terms and Conditions and any other posted guidelines applicable to the SoulMate.com website. Any and all such guidelines and rules are hereby incorporated by reference into the Terms and Conditions.

### **CONDITIONS AND RESTRICTIONS ON USE**

Use of this service is subject to compliance with these Terms and Conditions. You acknowledge and agree that SoulMate.com may terminate your membership and access to the SoulMate.com website should you fail to comply with the Terms and Conditions or any other guidelines and rules published by SoulMate.com. Any such termination shall be in SoulMate.com's sole discretion and may occur without prior notice, or any notice. SoulMate.com further reserves the right to terminate any user's access to the SoulMate.com website for any conduct that SoulMate.com, in its sole discretion, believes, is or may be directly or indirectly harmful to other users, to SoulMate.com or its Partners, or business contractors, or to other third parties, or for any conduct that violates any local, state, federal, or foreign laws or regulations. SoulMate.com further reserves the right to terminate any user's access to the SoulMate.com website for any reason or for no reason at all, in SoulMate.com's sole discretion, without prior notice, or any notice.

In order to use the SoulMate.com service, users must have access to the World Wide Web and must navigate the Internet to <http://www.SoulMate.com/>. Be aware that individuals under the age of 18 are not permitted on the SoulMate.com website. SoulMate.com does not discriminate on the basis of age (except for the requirement that individuals must be 18 years old to use the SoulMate.com services), gender, race, ethnicity, nationality, religion, sexual orientation, or any other protected status.

### **REGISTRATION AND PRIVACY**

To utilize the services provided by the SoulMate.com website, users are required to register and provide certain data. In consideration of use of SoulMate.com, in registering and providing such data, you represent and warrant that: (a) the information about yourself is true, accurate, current, and complete (apart from optional items) as required by the SoulMate.com registration forms ("Registration Data") and (b) you will maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or SoulMate.com has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, SoulMate.com has the right to suspend or terminate your account and refuse any and all current or future use of the SoulMate.com service.

[Click here to review the complete SoulMate.com Privacy Policy.](#)

### **MEMBER AND USER CONDUCT**

Upon registering, you will receive a password and SoulMate.com user ID. You are responsible for

maintaining the confidentiality of the password and user ID, and are fully responsible for all activities that occur under your password or ID. You agree to (a) immediately notify SoulMate.com of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. SoulMate.com cannot and will not be liable for any loss or damage arising from your failure to comply with this requirement.

By registering with SoulMate.com, you represent and warrant that all registration information you submit is truthful and accurate and that you will maintain the accuracy of such information. You further represent and warrant that you are 18 years of age or older and that your use of the SoulMate.com website will not violate any applicable law. Your membership is for your sole, personal use, and you will not authorize others to use your account, including your profile or email. You are solely responsible for all Content published or displayed through your account, including any email messages, and for your interactions with other Members.

Please choose carefully the information you post on SoulMate.com and that you provide to other Members. Your SoulMate.com profile may not include the following items: telephone numbers, street addresses, last names, URLs or email addresses, and any photographs posted by you may not contain nudity or any personal information. You may not circumvent the 'Block Member' feature or otherwise contact another SoulMate.com Member after that Member has blocked any electronic communication from you.

The information provided by other SoulMate.com Members (for instance, in their Questionnaire, Essay or Survey answers) may contain inaccurate, inappropriate or offensive material or information, for which SoulMate.com assumes no responsibility or liability.

SoulMate.com reserves the right, in its sole discretion, to reject, refuse to post or remove any posting (including email) by you, or to restrict, suspend, or terminate your access to all or any part of the SoulMate.com website, at any time, for any or no reason, with or without prior notice, and without liability.

You acknowledge and agree that all information, code, data, text, software, music, sound, photographs, pictures, graphics, video, messages, files, or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not SoulMate.com, are entirely responsible for all Content that you upload, post, email or otherwise transmit via the SoulMate.com website. SoulMate.com reserves the right to monitor some, all, or no areas of the SoulMate.com website for adherence to these Terms and Conditions or any other rules or guidelines posted by SoulMate.com.

## **PROHIBITED CONDUCT**

You agree that you will not use SoulMate.com to:

Upload, post, email, otherwise transmit, or post links to any Content, or select any member or user name or email address, that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, pornographic, libelous, invasive of privacy rights, hateful, or racially, sexually, ethnically or otherwise objectionable.

Upload, post, email, otherwise transmit, or post links to any Content that promotes illegal activity, including without limitation the provision of instructions for illegal activity.

Upload, post, email, otherwise transmit, or post links to any Content that exploits the images of children under 18 years of age, or that discloses personally identifying information belonging to children under 18 years of age.

Harm minors in any other way.

Make any sexual request on behalf of a minor or make any sexual request of a minor.

"Stalk" or otherwise harass another.

Collect or store personally identifying information about other users for commercial or unlawful purposes.

Impersonate any person or entity, including, but not limited to, a SoulMate.com official or employee, or falsely state or otherwise misrepresent your affiliation with a person or entity.

Upload, post, email, otherwise transmit content that infringes any patent, trademark, service mark, trade secret, copyright or other proprietary rights ("Rights") of any party, or contributing to inducing or facilitating such infringement.

Upload, post, email, otherwise transmit, or post links to any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.

Use automated means, including spiders, robots, crawlers, or the like to download data from the SoulMate.com database.

Conduct your own contests and promotions.

Modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, link, display or in any way exploit any Content from the SoulMate.com database, including, without limitation, by incorporating data from the SoulMate.com database into any email or "white pages" products or services, whether browser-based, based on proprietary client-site applications, web-based, or otherwise.

Sell, distribute, or make any commercial use of data obtained from the SoulMate.com database or make any other use of data from the SoulMate.com database in a manner that may offend the person for whom the data is relevant.

## **COMPLAINTS**

To resolve a complaint regarding the SoulMate.com service, you should first contact SoulMate.com by email at [customersupport@soulmate.com](mailto:customersupport@soulmate.com).

## **ADVERTISERS AND CONTENT LINKED TO THE SOULMATE.COM WEBSITE**

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#### **SOULMATE.COM EMAIL PROMOTIONS AND ANNOUNCEMENTS**

By creating an account on SoulMate.com, you agree to receive email messages from SoulMate.com regarding special promotional offers or other information pertaining to your account. And you also agree that by using the SoulMate.com service, that you do not consider these messages to be unsolicited email.

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#### **INDEMNITY AND RELEASE**

By using the SoulMate.com website you agree to indemnify SoulMate.com, and its Partners, officers, and employees, and hold them harmless from any and all claims and expenses, including attorney's fees, arising from your use of the SoulMate.com service, or from any person's use of any user ID or password you maintain with SoulMate.com, regardless of whether such use is authorized by you. By using the SoulMate.com website, you are hereby agreeing to release SoulMate.com and its Partners, officers, and employees from any and all claims, demands, debts, obligations, damages (actual or consequential), costs, and expenses of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, that you may have against them arising out of or in any way related to such disputes. YOU HEREBY AGREE TO WAIVE ALL LAWS THAT MAY LIMIT THE ENFORCEABILITY OF SUCH RELEASES. FOR EXAMPLE, YOU SPECIFICALLY AGREE TO WAIVE THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE.

By participating in any offline SoulMate.com event, you agree to release and hold SoulMate.com harmless from any and all losses, damages, rights, claims, and actions of any kind including, without limitation, personal injuries, death, and property damage, either directly or indirectly related to or arising from your participation in any such offline SoulMate.com event.

#### **LIMITATION OF ACTIONS**

You acknowledge and agree that, regardless of any statute or law to the contrary, any claim or cause of action you may have arising out of, or relating to, your use of the SoulMate.com service must be filed within one (1) year after such claim or cause of action arises, or forever be barred.

#### **CHANGES IN TERMS AND CONDITIONS**

SoulMate.com reserves the right to modify these Terms and Conditions from time to time, without

notice. Please review these Terms and Conditions from time to time so you will be apprised of any changes.

#### **VIOLATIONS OF TERMS AND CONDITIONS**

Should you violate these Terms and Conditions or any other rights of SoulMate.com, we reserve the right to pursue any and all legal and equitable remedies against you, including, without limitation, terminating any and all user accounts on the SoulMate.com website.

If you are aware of any violations of these Terms and Conditions, please report them to:

SoulMate.com, 14421 Dallas Parkway, Suite 1500, Dallas, TX 75254

[customersupport@soulmate.com](mailto:customersupport@soulmate.com)

Thank you for taking the time to read these Terms and Conditions and we hope you enjoy our service.

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