

## SOULMATE INDEPENDENT PARTNER AGREEMENT

This Independent Partner Agreement ("Agreement") is made and entered into by and between SoulMate (hereinafter referred to either as "SoulMate" or "Company") and you as an independent Partner of SoulMate and participant in its related Partner marketing plan (hereinafter referred as "Independent Partner").

This Agreement also includes other important agreements or documents that set forth terms, conditions and other representations including but not limited to the Compensation Plan, which is published on the SoulMate Internet web site and is incorporated herein by reference.

As part of becoming an Independent Partner of SoulMate, you agree that you willingly accept all the terms and conditions of this Agreement.

Please read the following information carefully. SoulMate may revise this Agreement from time to time without prior notice. You should visit this page periodically to review this Agreement, because the Agreement is binding on you. This Agreement also incorporates by reference other important agreements or documents that set forth terms, conditions and other representations relating to your becoming and remaining an Independent Partner of SoulMate including but not limited to the Compensation Plan, which is published on the SoulMate Internet web site.

AS AN INDEPENDENT PARTNER, YOU HAVE A RIGHT TO CANCEL THIS AGREEMENT AT ANY TIME, REGARDLESS OF REASON. IF YOU WISH TO CANCEL THIS AGREEMENT, YOU MUST SEND AN E-MAIL TO PARTNER@SOULMATE.COM.

As an Independent Partner of the Company, you make the following representations:

- 1) Your sponsor referring Partner has informed you that pursuant to SoulMate's 100% retail sales policy, no fee or consumer purchase is required or is a means by which to become a commissionable SoulMate Independent Partner.
- 2) You are of legal age in the state of your residency. You agree that you are an independent contractor, responsible for determining your own business activities and not an agent, or employee or legal Partner of the Company. You will not represent in any manner that you are an agent, or employee or legal Partner of the Company. You are responsible for the payment of all federal and state self-employment taxes and any other tax required under any federal, state, or regulatory taxing agency.
- 3) This position does not constitute the sale of a franchise or the sale of an Independent Partner position, and no fee or consumer purchase has been required of you for your becoming an Independent Partner.
- 4) In presenting SoulMate consumer products and informing others about the opportunity to become an SoulMate Independent Partner, you agree that such presentations and related information shall be strictly conveyed in accordance with the following guidelines, and that you will be terminated as an Independent Partner if you fail to abide by the following:

  a) In each presentation regarding the Independent Partner position, you will directly inform the prospect that no fee or consumer purchase is required or is a means to become a commissionable SoulMate Independent Partner.

- b) Except as provided in Section 12 herein, Independent Partners will only use sales materials provided or approved by the Company.
- 5) In order to maintain a viable marketing program and to comply with changes in federal, state, or local laws in economic conditions, SoulMate may provide additional or modified policies and procedures for Independent Partners from time to time, as well as modifications to its Independent Partner Compensation Plan ("Compensation Plan"). Such policies and procedures and Compensation Plan modifications, and all changes thereto, shall become a binding part of this Agreement upon publication on the official SoulMate Internet website located at www.SoulMate.biz.
- 6) You understand that no attorney general or other regulatory authority has reviewed, endorsed, or approved any product, compensation program or this Company, and you will make no such claim to others.
- 7) You understand that your Independent Partner position can be inherited or bequeathed, but cannot be transferred or assigned during your lifetime without prior written consent of the Company which consent will not be unreasonably withheld. Failure to remain an eligible Independent Partner shall result in automatic suspension of your Independent Partner status and in such event, Company may elect to terminate this Agreement immediately upon written notice to you (see continuing eligibility requirements described in section 8. below).
- 8) Unless sooner terminated as set forth herein, this Agreement shall commence on the date on which you accept the terms of this Agreement and shall remain in effect for a period of one (1) year (the "Term"). SoulMate may require annual or other periodic renewal of this Agreement and may charge renewal fees after the initial Term of this Agreement.
- 9) SoulMate expressly reserves the right to terminate this Agreement upon thirty (30) days written notice in the event that it elects to: (1) cease business operations; (2) dissolve as a corporate entity; or (3) terminate network Partner marketing/ multi-level marketing/direct selling methods. Further, Company has the right to terminate this Agreement at its sole election, for any reason, upon thirty (30) days written notice to you. You understand that you have the right to cancel at any time, regardless of reason. In order to cancel, you must send an email indicating such cancellation to Partner@SoulMate.com. Ongoing eligibility requirements are outlined in the Compensation Plan, which is published on the SoulMate Internet web site and is incorporated herein by reference. You understand that Company will pay all compensation earned by you up to and including any termination, cancellation or suspension date of this Agreement. You understand that Company will not pay compensation in arrears for periods during your ineligibility.
- 10) You understand that your marketing and promotion of SoulMate, its products and services, the SoulMate opportunity, and the marketing and Compensation Plan shall be consistent with the public interest, avoiding all discourteous, deceptive, misleading, unethical or immoral conduct or practices.
- 11) You acknowledge that SoulMate reserves the right to offer and/or sell its consumer products directly to the public or to resellers using marketing and sales channels other than this Partner marketing program.
- 12) You understand that all sales materials produced by SoulMate have been developed to be fair and to comply with the legal requirements of state and federal laws. You further understand and agree that as an Independent Partner of SoulMate;
- a) You have the right to make copies of the sales materials for your personal use.
- b) You have the right to post copies of the sales materials on your personal website ("Third Party Website").
- c) You have the right to create links into the SoulMate site from your Third Party Website, provided that clicking the link either replaces your Third Party Website in entirety with the

SoulMate materials linked to or places the SoulMate materials linked to in a window by themselves. You understand that this means specifically that you may not link any portion of the SoulMate site into a framed or similarly contained portion of your Third Party Website.

- d) It is your responsibility to keep any copied material up to date. You understand that SoulMate is not responsible to notify you of any revisions to the sales materials (such revisions are indicated at the SoulMate website).
- e) You have the right to reproduce testimonials taken from SoulMate materials in a written, email, website or other fashion.
- f) No Internet links to the SoulMate website, other than those that comply with the provisions of this Agreement, shall be undertaken.
- g) You have the right to copy any portion of a page from the SoulMate website and post it on your Third Party Website, ONLY if the following disclaimer is visible and readable alongside the copied portion of the web page;

# "THIS IS NOT THE SOULMATE WEBSITE AND SOULMATE IS NOT RESPONSIBLE FOR THE CONTENT, CREATION, REPRESENTATIONS OR MAINTENANCE OF THIS SITE."

- h) No representations, other than that as an Independent Partner of SoulMate, including but not limited to corporate association, partnership, Compensation Plan examples or income possibilities, may be used or made in any way, including but not limited to chat rooms, Third Party Websites, or testimonials.
- i) You have the right to register the term ", "SoulMate Partner", " and "SoulMate Independent Partner" with search engines on the Internet. You have the right to register the term "SoulMate" provided that your Third Party Website properly communicates the trademarked status of the SoulMate trade name. You have the further right to add your status as an Independent Partner (example: Director, Senior Director, Executive Director), as long as you do NOT misrepresent that status. Other search engine registrations may be made, as long as they comply with the terms of this Agreement.
- j) You have the right to make postings in chat rooms as long as the content of the postings complies with the terms and conditions of this Agreement.
- k) You acknowledge and certify that you have read, understand and comply with the Direct Selling Association Code of Ethics (available for review at http://www.dsa.org/ethics).
- 13) You will not use or transmit unsolicited emails or faxes, mass e-mail distribution or "spamming" in order to promote SoulMate, its products, compensation plan or any other aspect of the Company. These restrictions do not include an email or fax: (a) to any person with that person's prior express invitation or permission; or (b) to any person with whom you have an established personal or business relationship.
- 14) You will not promote your Independent Partner business nor use the Company name, or the trade names, logos, sales materials, trademarks or service marks of SoulMate, except in materials provided by the Company, or in a manner that properly communicates the trademark status of the SoulMate trade name. I understand that unauthorized use or duplication of trademarks or copyrighted materials is a violation of federal and state law.
- 15) You understand that you may not use or register or attempt to register any of SoulMate's product names, service marks, service names, trademarks, trade names, the Company's name, or any derivative thereof, for any Internet domain name or into any electronic email address. You further understand that as an Independent Partner, you may not; (i) register a domain name or URL that contains the word "SoulMate" (example: mySoulMate.com or SoulMate4U.com); and, (ii) register a domain name or URL that contains a misspelled version of the word "SoulMate" (example: SoleMate.com or SoulMat.com).
- 16) You shall not respond to media inquiries regarding SoulMate, its products or services, or its independent SoulMate business without the express written consent and permission of SoulMate. You understand that all inquiries by any type of media must be immediately referred to SoulMate's Partner Support Department at Partner@SoulMate.com. You understand that this

policy is designed to assure that accurate and consistent information is provided to the public.

- 17) You are solely responsible for supervising and supporting any and all Independent Partners you refer into the program and in your commissionable sales group.
- 18) You understand that SoulMate provides the following support to its Independent Partners: (i); SoulMate will provide sales aids; and (ii) SoulMate will provide payment of commissions and bonuses pursuant to the Compensation Plan as published on the SoulMate Internet web site and incorporated herein by reference. You further understand that despite SoulMate's best efforts, at times the information posted on the SoulMate website may not be up to date and may not reflect the accurate, up to the minute status of your organization and sales.
- 19) Commission and bonus payments: a) You understand that commissions and bonuses will be paid out only if the gross payout amount is greater than \$10.00. You understand that if payouts do not exceed these levels, then payment will be deferred until such time as they meet or exceed these payment levels.
- b) You understand that commissions and bonuses will be paid to you no later than thirty (30) days after the end of each Performance Period (Performance Periods are set at one week intervals) via electronic funds transfer. You understand that such payments are subject to your keeping a valid electronic funds transfer account and making such account available to Company. You understand that if you have not provided a valid electronic funds transfer account within six months of earning commissions and/or bonuses, any such accrued commissions and/or bonuses owed to you will automatically be forfeited to the Company. You understand that payouts are planned for every week, but no assurances or guarantees are made by the Company regarding the timing of payouts inside of thirty (30) days. You understand that if the Company incurs any delay in payment processing or EFT transfer errors due to Independent Partner's bank account, the Company is not responsible for late or missed payments.
- c) You understand that you will be charged a payment processing fee for each compensation payment made to you hereunder. You understand that this payment processing fee will be 8% of the payout amount up to \$30.00 and \$3.00 total for any payout amounts over \$30.00. You understand that the Company reserves the right to change these processing fees in its sole discretion.
- 20) You will not make false or misleading statements about SoulMate consumer products or the Independent Partner position. You understand that display of commission information and the making of income projections to prospective Independent Partners are prohibited.
- 21) You understand that Independent Partners in the same household or business (10 or fewer employees) shall have the same sponsor. An Independent Partner may not have an ownership interest in or receive commissions from more than one Independent Partner position. Change of your original sponsor is not permitted without the written consent by the Company and all independent Partners who are impacted monetarily. Independent Partner and subscriber lists and names are owned by Company and may never be used for any commercial purpose without prior written consent of Company.
- 22) You understand that if this Agreement is cancelled or terminated for any reason, you cannot re-enter into an Independent Partner Agreement with the Company for a minimum period of six (6) months from the termination or cancellation date without the prior written consent of Company.
- 23) You understand that this Agreement is governed by the laws of Texas. The parties agree that any claim, dispute or other difference between them shall be exclusively resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association with arbitration to occur at Austin, Texas. Louisiana Independent Partners arbitrate at New Orleans, Louisiana.

- 24) You agree that as an Independent Partner, you are an independent contractor, and not an employee, agent, partner, or franchisee of SoulMate. You are not authorized to and will not incur any debt, expense, obligation, or open any checking account on behalf of, or in the name of SoulMate. You understand that you will control the manner and means by which you operate your Independent Partner organization, subject to your compliance with this Agreement and the Compensation Plan (incorporated herein by reference). You agree that you will be solely responsible for paying all expenses incurred by you, including but not limited to travel, food, lodging, secretarial, office, advertising, internet access, long distance telephone and other expenses.
- 25) You understand that you shall not be treated as an employee of SoulMate for federal or state tax purposes. SoulMate is not responsible for federal or state tax withholding, and shall not withhold or deduct from your commissions and/or bonuses, if any, FICA, or taxes of any kind, unless such withholding becomes legally required. Under penalties of perjury, you certify that: a) You are submitting your correct Social Security Number or Employer Identification Number (both collectively referred to as "Taxpayer Identification Number" or "TIN"), and b) You are not subject to backup withholding because: (i) you are exempt from backup withholding, or (ii) you have not been notified by the Internal Revenue Service (IRS) that you are subject to backup withholding as a result of a failure to report all interest and dividends, or (iii) the IRS has notified you that you are no longer subject to backup withholding, and c) You are a U.S. resident (including a U.S. resident alien).

If federal or State tax withholding becomes legally required for you, you will contact SoulMate immediately at Partner@SoulMate.com.

- 26) You agree, and hereby subscribe, to receive marketing communications and related correspondence via email at the email address provided to the SoulMate; provided, however, that you shall have the ability to unsubscribe from such communications.
- 27) You understand that you do not have the ability to unsubscribe from legal or account specific communications sent by the SoulMate.
- 28) You agree to share your e-mail address and name with your referring independent Partner unless you provide notice via e-mail to the contrary to SoulMate at Partner@SoulMate.com.
- 29) You understand that you cannot buy SoulMate consumer products from your own SoulMate Independent Partner referral code, but must do so under the referral code of your sponsor.
- 30) You agree to protect, defend, indemnify and hold SoulMate, its agents, shareholders, employees, officers, directors, subsidiaries and Partners, successors and assigns (individually, an "Indemnified Party", collectively, the "Indemnified Parties"), harmless from and against any and all third party claims, lawsuits, demands, actions, liabilities, losses, damages and expenses (including but not limited to the amount of any court costs and legal fees) (collectively, "Claims") arising out of or resulting from (i) your breach of this Agreement, (ii) the use by you of the Company's products and/or materials in a manner not specifically permitted by this Agreement, (iii) Claims involving improper labeling or advertising of the Company's products and services by you, or (iv) Claims that trademarks and/or materials that you use in association with your position as an Independent Partner, with the exception of any trademarks and materials supplied to you by the Company, infringe the rights of third parties. The Company shall notify you promptly in writing of a Claim for which it may seek indemnification from you under this Section 30. The Indemnified Party shall have the right to participate in the defense of the Claim through counsel of its selection at its own expense. SoulMate shall have the right at all times, in its sole discretion, to control the defense of the Claim, and no Claim shall be settled without SoulMate's prior consent.
- 31) Except only as otherwise required by law, you agree to keep confidential and not disclose to any third party, without the prior written consent of the Company, (i) the terms and provisions of

this Agreement and (ii) the trade secrets or financial, marketing or other business information of or concerning the Company. Such confidential information may be disclosed if such disclosure is required by a court of law or government authority in connection with any suit, action or other dispute related to this Agreement, but only to the extent necessary to comply with such compelled disclosure, and after reasonable notice thereof to enable the Company to apply for an appropriate protective order.

- 32) All written notices to you referenced herein shall be sent by the Company via U.S. Registered or Certified Mail, postage prepaid, return- receipt requested, or delivered by courier company or FedEx or UPS,, prepaid, to the address provided by you at the time of your registration or as updated in your Personal Information Manager when you are logged into the Service.
- 33) If any provision of this Agreement should be determined by a court of competent jurisdiction to be void or in any measure unenforceable, the parties intend that such determination shall amend or modify this Agreement by eliminating or modifying only those provisions affected by the determination.

### SOULMATE PROSPECTING WEBSITES

If you are a subscriber of the SoulMate Ultimate Success System you will get access to your own SoulMate prospecting site or sites. Should you choose to use the SoulMate Prospecting Websites you are subject to the terms below:

# **USE OF SERVICES**

The SoulMate Prospecting Websites may contain e-mail services, photos, voice or video feeds and/or other message or communication facilities designed to enable you to communicate with others (collectively, "SoulMate Prospecting Websites"). You agree to use the SoulMate Prospecting Websites only to post, send and receive messages and material that are proper and, when applicable, related to the particular SoulMate Prospecting Website. By way of example, and not as a limitation, you agree that when using a SoulMate Prospecting Websites, you will not:

- \* Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- \* Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- \* Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents to do the same.
- \* Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
- \* Download any file posted by another user of a SoulMate Prospecting Website that you know, or reasonably should know, cannot be legally distributed in such manner.
- \* Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- \* Violate any code of conduct or other guidelines which may be applicable for any particular Company Prospecting Websites.
- \* Violate any applicable laws or regulations.

\* Create a false identity for the purpose of misrepresentation.

SoulMate has no obligation to monitor the SoulMate Prospecting Websites. However, SoulMate reserves the right to review materials posted to a Company Prospecting Websites and to remove any materials in its sole discretion. SoulMate reserves the right to terminate your access to any or all of the SoulMate Prospecting Websites at any time, without notice, for any reason whatsoever. SoulMate reserves the right at all times to disclose any information as SoulMate deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in SoulMate's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your family in any Prospecting Websites. SoulMate does not control or endorse the content, messages or information found in any SoulMate Prospecting Website and, therefore, SoulMate specifically disclaims any liability with regard to the SoulMate Prospecting Websites and any actions resulting from your participation in any SoulMate Prospecting Website. Managers and hosts are not authorized SoulMate spokespersons, and their views do not necessarily reflect those of SoulMate.

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### LIABILITY DISCLAIMER

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SOULMATE SITES/SERVICES MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY MADE TO THE SOULMATE SITES/SERVICES AND TO THE INFORMATION THEREIN. SOULMATE AND/OR ITS RESPECTIVE SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SOULMATE SITES/SERVICES AT ANY TIME. ADVICE RECEIVED VIA THE SOULMATE SITES/SERVICES SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

SOULMATE AND/OR ITS RESPECTIVE SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, LACK OF VIRUSES OR OTHER HARMFUL COMPONENTS AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED WITHIN THE SOULMATE SITES/SERVICES FOR ANY PURPOSE. ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. SOULMATE AND/OR ITS RESPECTIVE SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, TITLE AND NON-INFRINGEMENT.

YOU SPECIFICALLY AGREE THAT SOULMATE SHALL NOT BE RESPONSIBLE FOR UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, OR ANY TRANSACTIONS ENTERED INTO THROUGH AN SOULMATE ON-LINE SITES AND SERVICES. YOU SPECIFICALLY AGREE THAT SOULMATE IS NOT RESPONSIBLE OR LIABLE FOR ANY THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE OR ILLEGAL CONTENT OR CONDUCT OF ANY OTHER PARTY OR ANY INFRINGEMENT OF ANOTHER'S RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS. YOU SPECIFICALLY AGREE

THAT SOULMATE IS NOT RESPONSIBLE FOR ANY CONTENT SENT USING AND/OR INCLUDED IN AN SOULMATE ON-LINE SITES AND SERVICES BY ANY THIRD PARTY.

IN NO EVENT SHALL SOULMATE AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SOULMATE SITES/SERVICES, WITH THE DELAY OR INABILITY TO USE THE SOULMATE SITES/SERVICES OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SOULMATE SITES/SERVICES, OR OTHERWISE ARISING OUT OF THE USE OF THE SOULMATE SITES/SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF SOULMATE OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SOULMATE SITES/SERVICES, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SOULMATE SITES/SERVICES.

## SPAM Policy

If you email leads that generate Spam complaints, it may result in suspension or termination of your SoulMate account independent Partner status. In the event your account is suspended or terminated, SoulMate is not liable for any lost data associated with your account. If SoulMate experiences loss of service due to Spamming by you, a \$200 per hour fee will be billed until service is restored. You are required to respond to any communications from SoulMate regarding SPAM complaints within 4 hours of notification from SoulMate. Failure to respond to SPAM investigation will result in suspension and/or termination of your SoulMate Prospecting Website and your independent Partner status.

BY PROCEEDING FORWARD FROM THIS POINT AND CLICKING THE "I AGREE" BUTTON DURING THE REGISTRATION PROCESS. YOU ACKNOWLEDGE YOU HAVE REVIEWED. AND YOU AGREE TO ABIDE BY, THE TERMS OF THIS AGREEMENT, THE COMPENSATION PLAN, WHICH IS PUBLISHED ON THE SOULMATE INTERNET WEB SITE AND IS INCORPORATED HEREIN BY REFERENCE AND THE DIRECT SALES ASSOCIATIONS (DSA) CODE OF ETHICS WHICH CAN BE FOUND AT WWW.DSA.ORG/ETHICS, JUST AS THOUGH YOU HAD SIGNED IT PERSONALLY AND YOU WAIVE ANY RIGHT TO ASSERT A CLAIM THAT YOUR SIGNATURE AND ACCEPTANCE OF THESE TERMS ARE UNENFORCEABLE BECAUSE YOU ENTERED INTO THIS AGREEMENT ELECTRONICALLY. BY PROCEEDING FORWARD FROM THE POINT, THIS AGREEMENT SHALL BE CONSIDERED IN EFFECT AND SHALL BE CONSIDERED TO HAVE BEEN RECEIVED AND ACCEPTED BY SOULMATE IN AUSTIN, TEXAS. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, PLEASE DISCONTINUE YOUR USE OF THIS WEB PAGE AND THE COMPANY'S INDEPENDENT PARTNER PROGRAM BY CLICKING THE "I DECLINE" BUTTON DURING THE REGISTRATION PROCESS. YOU WILL THEN BE RETURNED TO THE HOME PAGE OF THE SITE.

This document last updated on June 17, 2004