

**TERMS****MEMBER USER AGREEMENT FOR AmateurMatch.com**

You must read and agree to these Terms and Conditions before you can join The above-referenced social networking Site ("Site.") Please read them carefully. By obtaining a Membership with the Site, or otherwise using or accessing the Site's content, you agree to be bound by the following Terms and Conditions:

TERMS & CONDITIONS/USER AGREEMENT

Effective Date: January 1st 2005
Last Modified: April 2, 2009

I. PRELIMINARY PROVISIONS:

A. Party Definitions and Introductory Terms - The operative parties referred to in this user Agreement are defined as follows:

1. Deniro Marketing, LLC., is currently the publisher and operator of the following Sites, and this Agreement applies to all of them equally:

- www.amateurmatch.com
- www.gayamateurmatch.com
- www.asianamateurmatch.com
- www.ebonyamateurmatch.com
- www.lesbianamateurmatch.com
- www.latinaamateurmatch.com
- www.matureamateurmatch.com
- www.datematch.com
- www.beematch.com
- www.romancer.com
- www.datinggold.com

Hereinafter, Deniro Marketing, LLC. d/b/a any one of the above Sites shall be referred to as "COMPANY". When first-person pronouns are used in this Policy, (us, we, our, ours, etc.) these provisions are referring to Deniro Marketing, LLC. d/b/a any one of the above sites, or as any other site that we may choose to publish in the future. Additionally, when the terms "The SITE" or "SITE" are used, these terms refer to any site published by us, unless a site is specifically exempt from this policy.

2. "You," the "User" - As the user of this site, this policy will refer to the user as "you" or through any second-person pronouns, such as "yours," etc. Hereinafter, the user of the site shall be referred to in applicable second-person pronouns. You certify that you are over 18 years of age, and competent to engage in

contracts.

3. User vs. Member - For the purposes of this Agreement, all Members are Users, but not all Users are Members. This Agreement applies to all Users whether they are members or not. You become a User by accessing this Site in any way. You need not become a Member of the Site to make this Agreement apply to You.

B. What this Agreement is - This Agreement is a legal contract between You and the Publisher. You should treat it as any other legal contract by reading its provisions carefully, as they will affect Your legal rights. By accessing the Site in any manner, You are affirmatively agreeing to be bound by all of the terms contained in this User Agreement. You may not pick and choose which terms apply to You. If You do not agree with all of the terms in this Agreement, You must cease all access and use of the Site and any other services provided by the Publisher.

C. Consideration - Consideration for Your acquiescence to all of the provisions in this Agreement has been provided to You in the form of allowing You to use Our Site and Our Services. You agree that such Consideration is both adequate, and that it is received upon your viewing or downloading any portion of any of the Publisher's Site(s).

D. Electronic Signatures / Assent Required:

1. Nobody is authorized to access this Site unless they have signed this Agreement. Such signature does not need to be a physical signature, since this Agreement is intended to be governed by the Electronic Signatures in Global and National Commerce Act (E-Sign Act). You manifest Your agreement to this User Agreement by taking any act demonstrating Your assent thereto. Most likely, You have clicked or will click a button containing the words "I agree" or some similar syntax. You should understand that this has the same legal effect as You placing Your physical signature on any other legal contract. If You have not yet done so, You must immediately click here to electronically sign this Agreement.

2. If You fail to sign this Agreement, You understand that You are an unauthorized user of the Site, despite any payments made or subscriptions sold to You. No act or omission by the Publisher should be interpreted as a waiver of the requirement that You assent to this User Agreement. If You fail to do so, You are still bound by the terms of this Agreement by virtue of Your viewing the Site or using any portion of the Site or Publisher's services. However, if You fail to electronically sign this Agreement, You stipulate to and agree to pay the Publisher \$250 each time You access the Site as liquidated damages for unauthorized access and use, and You agree to pay all of our costs and expenses, including Attorney's fees and costs, incurred in collecting this unauthorized access fee from You.

E. If You are seeking information regarding any illegal activities, please leave this Site immediately. You acknowledge that you are aware of the community standards in your community, and You will only access the content on the Site if you believe that the content on the Site does not offend the community standards prevalent in Your community.

F. You agree not to use or access the Site if doing so would violate the laws of Your state, province, or country.

G. Revisions to this User Agreement:

1. From time to time, We may revise this Agreement. We reserve the right to do so, and You agree that We have this unilateral right. You agree that all modifications or changes to this Agreement are in force and enforceable immediately upon posting. Any updated or edited version supersedes any prior versions immediately upon posting, and the prior version is of no continuing legal effect unless the revised version specifically refers to the prior version and keeps the prior version or portions thereof in effect.

2. We agree that if we change anything in this Agreement, we will change the "last modified date" at the top of this Agreement so that it is immediately obvious that we have updated the Agreement. You agree to periodically re-visit this web page, and to use the "refresh" button on Your browser when doing so. You agree to note the date of the last revision to this Agreement. If the "last modified" date remains unchanged from the last time You reviewed this Agreement, then You may presume that nothing in the Agreement has been changed since the last time You read it. If the "last modified" date has changed, then You can be

certain that something in the Agreement has been changed, and that you need to re-review it in order to determine how Your rights and responsibilities may have been affected by the revisions.

3. Waiver - if You fail to periodically review this Agreement to determine if any of the terms have changed, You assume all responsibility for your failure to do so and You agree that such failure amounts to Your affirmative waiver of Your right to review the amended terms. We are not responsible for Your neglect of Your legal rights.

H. Incorporations by reference.

Although this User Agreement represents the primary terms and conditions of service for the Deniro Marketing, LLC. network of Sites, additional guidelines and rules are hereby incorporated by reference. The documents which are specifically incorporated by reference, and are therefore part and parcel of this Agreement are the following:

- [Our Spam Policy](#)
- [Our Privacy Policy](#)

I. Online Conduct.

In order to continue to enjoy the privileges of being a user of the Site, you must follow the guidelines set forth in this Agreement. As a registered user, you agree that, among other things, you will not: 1) attempt to obtain the personal contact information of another user without their consent; 2) use vulgar, harassing, obscene, privacy invading, or defamatory language; 3) do anything to disrupt the operation of the Site, services or network; 4) attempt to gain unauthorized access of the network to transmit "junk mail" or other mass mailings; 5) advertise or market any services or products; 6) post, upload or transmit false, misleading or illegal information or content to the Site, or take any action that violates the rights of third parties; 7) make false statements or attempt to use financial or other information that you are not authorized to use.

Your postings shall be accurate and may be posted and/or edited, in our sole discretion, and should not contain vulgar or defamatory language. Additionally, as a condition of your use of the Site, you represent and warrant to Us that you will not use the Site for any purpose that is unlawful or prohibited by the applicable terms, conditions notices of this Agreement. You may not use the Site in any manner that could damage, disable, overburden or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site. Any violation of these online conduct guidelines or terms and conditions will subject your account to immediate termination without notice. You agree to indemnify, defend and hold harmless, the Publisher and its parents and subsidiaries, and each of their respective officers, partners, members, managers, employees, agents and attorneys, against any and all liabilities, claims, actions, suits, proceedings, judgments, fines, damages, costs, losses and expenses (including settlement costs and/or reasonable attorneys' fees) arising from or relating to your use of the Site and/or Services, and any material that you submit to or transmit through the Site, your violation of this Agreement, your infringement or violation of the rights of another, or termination of your access to the Site and/or Services.

II. ACCESS FEES AND USER STATUS:

A. Access and limited license - All Users may access certain public areas of the Site. You understand that all We are selling You is access to Our services as We provide them from time to time. You need to provide Your own access to the internet, and any fees that You incur to access our Site are Your sole responsibility. We are not providing any hardware nor software to You - and You need to purchase or license the necessary hardware and software to access the Site. This User Agreement covers all public and non-public areas of the Site.

1. Subject to all of the User Agreement and recognizing that and Our Services, the Publisher grants You a limited, nonexclusive, nontransferable personal license to access and use the Site and the Materials contained therein. Publisher provides the Materials on this Site for the personal, non-commercial use by viewers, fans, visitors, subscribers and/or potential subscribers of said Site. Users of this Site are granted a single copy license to view Materials (on a single computer only).

2. All Materials on the Site shall be for private non-commercial use only, and all other uses are strictly prohibited. Publisher reserves the right to limit the amount of materials viewed. You agree to prevent any unauthorized copying of the Site, or any of the Materials contained therein. Any unauthorized use of the Site or any of the Materials contained therein terminates this limited license effective immediately. This is a license to use and access the Site for its intended purpose and is not a transfer of title. You will not copy or redistribute any of the content appearing on this Site. Publisher reserves the right to terminate this license at any time if You breach or violate any provision of this Agreement, in which case You will be obligated to immediately destroy any information or materials You have downloaded, printed or otherwise copied from this Site. Violators of this limited license may be prosecuted to the fullest extent under the applicable law.

B. Fees for Members and Types of Memberships - Our Members are provided our services by paying a monthly fee. Members are not billed per use, for as long as they remain in good standing. The following rates are for ease of reference. A more current list of our rates and charges appears on the Site.

1. Basic Members - Those who sign up for a Basic Membership, are not charged a fee, but have limited membership privileges, yet are required to adhere to all membership responsibilities.

2. Premier Members - These Members have full membership rights as well as full membership responsibilities. Premier Members are billed \$24.95 per month for unlimited access and \$29.95 per month for VIP access.

3. You understand that if You become a Premier Member, we employ an automatic rebill procedure in order to provide continuity of service and to diminish the possibility of an excessive a-la-carte access bill.

a. You understand that the requirements of Membership are greater than registration and simply paying the monthly fee (if you become a Premier Member). It is a condition of Membership that all of the information you provide during your signup process, and in any other interaction with Us, shall be correct, current, truthful, and complete. If You provide any false, misleading, incomplete, or otherwise incorrect information to Us, Your Membership and Your Membership discounts will be immediately null and void - and You will be responsible for a-la-carte billing for all of Your access to Our services.

b. We have the right to terminate Your Membership at any time, and will do if so we discover that you have provided us with any information that is not current, truthful, and complete.

c. You may never sell, transfer or sell your membership to a third party. Membership is a single-user license. You are not authorized to share any of Our Materials with any person who does not have their own membership. If you do so, both You and the unauthorized viewer/User are jointly and severally liable for any damages or liquidated damages or other fees that will be due if there is no Membership in place for the unauthorized User.

d. You acknowledge that We may automatically generate invitations to complete membership applications for our other partner or affiliated sites when you join the Site. However, you will not be charged for other memberships unless you affirmatively choose to complete the membership application and register for another website.

e. Membership fees are non-refundable, and You are responsible for any credit card charge backs, dishonored checks, and any related fees that We incur with respect to your account. If You fail to reimburse Us for any credit card chargebacks, dishonored checks, or related fees within 30 days of our initial demand for reimbursement, You agree that You will pay Us \$100 in additional liquidated damages for each fee incurred.

C. Past Due Payments - If We bill You for membership fees and You fail to pay your account in full within 30 days of the invoice date, You agree to pay interest on the past due amount at a monthly rate of 1.5%, or the highest amount allowed by law, whichever is higher,

compounded daily, plus any additional collection costs, credits, charge backs and attorney's fees.

D. Billing Errors. If You believe that You have been erroneously billed, please notify Us immediately of such error. If We do not hear from You within thirty (30) days after such billing error first appears on any account statement, such fee will be deemed acceptable by You for all purposes, including resolution of inquiries made by your credit card issuer. You release Us from all liabilities and claims of loss resulting from any error or discrepancy that is not reported to Us within thirty (30) days of its publication.

III. SPECIAL CONSIDERATIONS REGARDING MINORS:

A. Age of Majority. In order to use the Site or any services provided by the Publisher, you must have attained the age of majority in your jurisdiction. You represent and warrant you are at least 18 or 21 years of age, depending on the age of majority in your jurisdiction, and that You have the legal capacity to enter into this Agreement. If You are not at least 18 or 21 years of age, depending on the age of majority in Your jurisdiction, you must exit the Site immediately and may not use or access the Site or print or download any Materials from the Site whatsoever.

1. You were asked to verify your birth date on the Birth Date Verifier form as a condition of entry onto the Site, pursuant to 28 U.S.C. §1746. Accordingly, if You provided incorrect information on the Birth Date Verifier page, You committed an act of perjury, this perjury was recorded, and this perjury may be used against You in any court proceeding or other tribunal of any kind.

2. We specifically disclaim any responsibility or liability for any misrepresentations regarding a User's age. Users must utilize their own efforts to confirm age before relying on any User's age representation to the Site.

3. You represent and warrant that You will not allow any minor access to this Site. Users should implement parental control protections, such as computer hardware, software, or filtering services, which may help users to limit minors' access to harmful material. You acknowledge that if Your computer can be accessed by a minor, that You will take all precautions to keep our Materials from being viewed by minors. You additionally acknowledge that if You are a parent, it is Your responsibility, and not Ours, to keep Our erotic content from being displayed to your children or wards.

B. WE HAVE A ZERO TOLERANCE POLICY FOR CHILD PORNOGRAPHY AND A ZERO TOLERANCE POLICY REGARDING PEDOPHILES OR ANY PEDOPHILIC ACTIVITY.

1. You understand that all depictions of all persons on this Site and in all Materials produced or published by the Publisher are of persons over the age of 18 as of the date of the production of the depiction. We take great measures to ensure that no underage models appear in any of our Materials.

2. If You seek any form of child pornography (including so-called "virtual" child pornography), you must exit this Site immediately. We do not provide this kind of material and We do not tolerate those who provide this kind of material nor do we tolerate consumers of this kind of material.

3. In order to further Our zero-tolerance policy, all Users agree that You will report any images, real or simulated, that appear to depict minors on our Site. If You see any images or other depictions that are questionable, You agree to report these images by emailing us at abuse@amateurmatch.com

4. Include with your report any appropriate evidence, including the date and time of identification. All reports will immediately be investigated and the appropriate action will be taken.

5. We enthusiastically cooperate with any law-enforcement agency investigating child pornography. If you suspect other outside Sites are participating in unlawful activities involving minors, please report them to <http://www.asacp.org>.

IV. IMAGES AND CONTENT:

A. Our Site(s) contain images and content, including but not limited to text, software, images, graphics, data, messages, or any other information, and any other World Wide Website owned, operated, licensed, or controlled by the Publisher (collectively, "Materials").

B. You acknowledge and stipulate that all of the Materials are expressive content that is fully protected by the First Amendment to the United States Constitution.

C. You acknowledge and understand that some or all of the Materials may be erotic in nature - and that they may contain graphic visual depictions of sexual activity and nudity, graphic audio portions of the same kind of content, and descriptions of sexually oriented and sexually explicit activities. You acknowledge that You are aware of the nature of the Materials provided by the Publisher and that you are not offended by such Materials, and that you access the Site freely, voluntarily, and willingly, and for your own personal enjoyment.

D. You understand that all of the information, data, text, images, audio, graphics, video, messages, or any other content on the site, whether posted publicly or transmitted privately through our messaging services, are the sole responsibility of the party from whom the content originated. This means that you are entirely responsible for any and all content that you upload, post, transmit, e-mail, message, or otherwise published via our services. We do not control the content posted on the user profiles, through the user messaging services, and as such we do not guarantee any accuracy, integrity, quality, or any other aspect of such posted content. You agree that by using any one of the network of websites covered by this Agreement, you very well may be exposed to content that you might find offensive, indecent, problematic, or otherwise objectionable. Under no circumstances will we accept liability in any way for any content posted by, uploaded by or transmitted by our users in any way at all.

E. You acknowledge that Your profile may be utilized and displayed on other network sites operated by the Company. You hereby consent to make your profile available on other network sites. Users may opt out of this feature by accessing their account settings.

V. Restrictions On Use Of Our Sites:

A. You agree that You will only use the Site for purposes expressly permitted and contemplated by this User Agreement. You may not use the Site for any other purposes without Our express prior written consent.

B. Without Our express prior written authorization, You may not:

1. Duplicate any part of our Sites or the Materials contained therein (except as expressly provided elsewhere in this Agreement);
2. Create any derivative works based on our Sites or any of the Materials contained therein, and You agree and stipulate that any and all derivative works are NOT "fair use";
3. Use our Site or any of the Materials contained therein for any public display, public performance, sale or rental, and You hereby agree and stipulate that any and all such uses are NOT "fair use";
4. Re-distribute our Sites or any of the Materials contained therein, and You hereby agree and stipulate that any and all such uses are NOT "fair use";
5. Remove any copyright or other proprietary notices from our Sites or any of the Materials contained therein;
6. Frame or utilize any framing techniques in connection with our Sites or any of the Materials contained therein;
7. Use any meta-tags or any other "hidden text" using our Sites' name or marks, and You hereby stipulate that any use of the Site's name or marks, or any other marks owned by the Publisher is an infringement upon the Publisher's trademark rights, and You stipulate to liquidated damages of \$5000 per such infringement, plus You agree to pay any and all fees incurred in the recovery of this amount, including attorney's fees and all associated costs.
8. "Deep-link" to any page of our Sites (including the homepage), or avoid agreement to the Site's Terms & Conditions; you may only link to the main entry page;
9. Circumvent any encryption or other security tools used anywhere on the Site (including the theft of user names and passwords or using another person's user name and password in order to gain access to a restricted area of the Site);
10. Use any data mining, bots, or similar data gathering and extraction tools on the Site;

11. Decompile, reverse engineer, modify or disassemble any of the software aspect of the Materials except and only to the extent permitted by applicable law;

12. Sell, rent, lease, license, sublicense, transfer, distribute, re-transmit, time-share, use as a service bureau or otherwise assign to any third party the Materials or any of Your rights to access and use the Materials as granted specifically by this Agreement; or

13. Bookmark any page of the Site beyond the registration log-in screen.

C. UNACCEPTABLE CONDUCT FOR MEMBERS:

All Members agree to be bound by the following general policies in connection with the Member's use of the site and services:

1. No defamatory, obscene, child pornographic, harassing, illegal, or otherwise objectionable content may appear on any profile or chat board and such content is prohibited from our internal messaging services as well;

2. Member shall have no content on the Member's profile that promotes or facilitates illegal activity, or violates the rights of others such as copyright, trademark, other intellectual property infringement, right to privacy, right to publicity, or other similar rights;

3. Member shall not incorporate prohibited content in the Member's profile. Prohibited content includes, but is not limited to: child pornography, incest, warez content, scatological content, death images, defecation, feces, urination, genital mutilation, underage teen modeling, actual or simulated rape, sexual violence, menstruation, obscenity, bestiality, threats of physical harm to persons or property, programs containing viruses, pirated software, wire fraud, drug trafficking, and/or violations of international export control laws. We, reserve the right to review and/or reject any content created and/or posted by the User and we may delete any profiles without warning.

D. You agree to cooperate with the Publisher in causing any unauthorized use to cease immediately. At any time, if the Publisher provides a service enabling users to share information or communicate with other users, You agree not to publish, disseminate, or submit any defamatory, or illegal material while using the Site or other services included on the Site. You are solely responsible for submitting any material that violates any United States or International laws even if a claim arises after your service is terminated, and by doing so, Your actions shall constitute a material breach of this Agreement and the Site shall terminate all of Your rights under this Agreement.

E. Interference. Except where expressly permitted by law, You may not translate, reverse-engineer, decompile, disassemble, or make derivative works from any of the Publisher's Materials or any other Materials from Our Site. User hereby agrees not to use any automatic device or manual process to monitor or reproduce the Site or Materials, and will not use any device, software, computer code, or virus to interfere or attempt to disrupt or damage the Site or any communications on it. If You do not adhere to this provision of this Agreement, You hereby stipulate to and agree to pay liquidated damages of \$5000 plus any and all fees associated with recovery of these damages, including attorney's fees and costs.

VI. STIPULATED LIQUIDATED DAMAGES:

A. In various provisions in this Agreement, we have outlined liquidated damages amounts to be applied as penalties against You if You violate these specific provisions. You specifically agree to pay these amounts. In agreeing to pay liquidated damages, you acknowledge that this amount is not a penalty, that the actual damages are uncertain and difficult to ascertain, but that this amount represents the parties' good faith attempt to calculate an appropriate compensation based on anticipated actual damages.

B. For any breach of a portion of this Agreement that does not specifically state a liquidated damages amount, You hereby agree that any breach of this Agreement shall result in liquidated damages of \$100 per occurrence. You specifically agree to pay this \$100 in liquidated damages.

C. If We are required to enlist the assistance of an Attorney or other person to collect any liquidated damages or any other amount of money from You, or if We are required to seek the assistance of an Attorney to pursue injunctive relief against You, then You additionally agree that You will reimburse Us for all fees incurred in order to collect these liquidated

damages or in order to seek injunctive relief from You. You understand that even a nominal amount of damages may require the expenditure of extensive legal fees, travel expenses, costs, and other amounts that may dwarf the liquidated damages themselves. You agree that You will pay all of these fees and costs.

VII. DISCLAIMER OF WARRANTY:

A. You expressly agree that use of the Site or any of the Materials contained therein is at Your own and sole risk. You also understand and agree that any material and/or data downloaded or otherwise obtained through the use of the Site or any of the materials contained therein is done at Your own discretion and risk and that You will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data.

B. The Site and all materials contained therein are provided "as is" without warranty of any kind, either express or implied, including but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title, or non-infringement.

C. Publisher makes no representations or warranties that the Site or any materials contained therein will be uninterrupted, timely, secure, or error free; nor does Publisher make any representations or warranties as to the quality, suitability, truth, usefulness, accuracy, or completeness of the Site or any of the materials contained therein.

D. You understand that Publisher cannot and does not guarantee or warrant that files available for downloading from the internet will be free of viruses, worms, Trojan horses, or other code that may manifest contaminating or destructive properties. Publisher does not assume any responsibility or risk for Your use of the internet.

E. Publisher makes no warranty regarding any goods or services purchased or obtained through the Site or any transaction entered into through the Site and is not responsible for any use of confidential or private information by sellers or third parties.

F. Publisher may change any of the information found on this Site at any time without notice including this User Agreement without notice. Site owner makes no commitment to update the information found at this Site. Site makes no commitment to update the materials.

G. The warranties and representations set forth in this Agreement are the only warranties and representations with respect to this Agreement, and are in lieu of any and all other warranties, written or oral, express or implied, that may arise either by agreement between the parties or by operation of law, including warranties of merchantability and fitness for a particular purpose. None of these warranties and representations will extend to any third person.

VII. DISCLAIMER AND INDEMNIFICATION:

A. The provision of any services which is in violation of any laws is strictly prohibited. If We determine that You or any user has provided or intends to purchase or provide any services in violation of any law, your ability to use the Site will be terminated immediately. We do hereby disclaim any liability for damages that may arise from any user providing any services for any purpose that violates any law. You do hereby agree to defend, indemnify and hold Us harmless from any liability that may arise for us should You violate any law.


B. You also agree to defend and indemnify Us should any third party be harmed by Your illegal actions or should We be obligated to defend any claims including, without limitation, any criminal action brought by any party.

C. Our Site contains material that may be offensive to third parties. You agree to indemnify and hold Us harmless from any liability that may arise from someone viewing such material and You agree to cease review of the Site should you find it offensive.

D. You agree to defend, indemnify, and hold harmless the Publisher, its officers, directors, shareholders, employees, independent contractors, telecommunication providers, and agents, from and against any and all claims, actions, loss, liabilities, expenses, costs, or demands, including without limitation legal and accounting fees, for all damages directly, indirectly, and/or consequentially resulting or allegedly resulting from Your, or You under another person's authority including without limitation to governmental agencies, use, misuse, or inability to use the Site or any of the Materials contained therein, or Your breach of any of this User Agreement. Publisher shall promptly notify You by electronic mail of any such claim or suit, and cooperate fully (at Your expense) in the defense of such claim or suit. We reserve the right to participate in the defense of such claim or defense at its own expense, and choose its own legal counsel, but are not obligated to do so.

E. This Service is for Amusement Purposes, only.

1. You understand and accept that our site, while built in the form of a personals service, is an entertainment service. All profiles are provided for the amusement and entertainment of our members and our users. You are not guaranteed that you will find a date, a companion, or an activity partner, or that you will meet any of our members in person.

2. Online Cupid™ Communications: You understand, acknowledge, and agree that some of the user profiles posted on this site may be fictitious, and are associated with to our "Online Cupids™", ("OC") . Our OC's work for the Site in an effort to stimulate conversation with users, in order to encourage further and broader participation in all of our Site's services, including the posting of additional information and/or pictures to the users' profiles. The OC's also serve to proactively monitor user activities and communications to ensure compliance with Our Terms and Conditions. You understand, acknowledge, and agree that the information, text, and pictures contained in the OC's profiles do not pertain to any actual person, but are included for entertainment purposes only. Nothing contained in any OC profile is intended to describe or resemble any real person - living or dead. Any similarity between OC user profile descriptions and any person is purely coincidental. Please also note that a single OC may be associated with more than one (1) profile on our Site.

You further understand, acknowledge, and agree that, from time-to-time, OC's may contact both free users and paid users via computer-generated Instant Messages or emails for purposes of encouraging further or broader participation in our site's services and/or to monitor user activity. These messages may be transmitted to multiple recipients at the same or similar time(s). Messages from OC's will contain the uniform designation "OC" to notify the user that a message has been received from an Online Cupid. In the event the user responds to an OC message, either via email or Instant Message, the user may receive one or more additional personal or form responses from the OC. You understand, acknowledge, and agree that no physical meeting will ever take place between you and our OC's, and that the exchange of messages between you and an OC is for entertainment purposes, as well as to encourage further or broader participation in our site's services and/or to monitor user activities. Notwithstanding the above, the user is not guaranteed a response to any message sent to an OC (or another user). We reserve the right to utilize OC's in connection with other features of our Site, either now existing, or to be developed in the future (E.g.: Hotlists, Friend Invites, etc.). You understand, acknowledge, and agree that any involvement or communication with OC's shall be subject to the conditions, limitations, and acknowledgements contained in this Section and elsewhere in this Agreement.

Nothing contained in this Section shall create any right to, or expectation of, interaction between users and OC's. Any question regarding OC participation on our Site should be directed to our Customer Service Department.

3. You understand and accept that when you attempt to contact other users, these users may find amusement in your profile or communications. You understand and accept that no communications between you and other users is private, even if the Member profile to which you respond is created by Us. You hereby release Us and all other members of the Site from any liability for invasion of privacy, defamation, false light, and related torts, in the event that your communications or profile are made public - even if they are made public for the sole purpose of amusing others at your expense.

4. License To Use Your Information: With the exception of personal financial and billing information, You hereby grant to AmateurMatch.com and Company the perpetual, unlimited, royalty-free, world wide, non-exclusive, irrevocable, transferable license to run, display, copy, reproduce, publish, bundle, distribute, market, create derivative works of, adapt, translate, transmit, arrange, modify, sub-license, export, merge, transfer, loan, rent, lease, assign, share, outsource, host, make available to any person or otherwise use, any information or other content You provide on or through this Site, or which is sent to us by e-mail, file transfer, or other correspondence, for any purpose whatsoever. We shall not be subject to any obligations of confidentiality regarding any such information unless specifically agreed by us in writing or required by law. You acknowledge that We have the right to include Your profile on our partner or affiliated websites,

automatically, without any effort on your behalf. This will result in your profile receiving exposure on many more adult dating websites. If you prefer to limit the availability of your profile exclusively to the Site you originally joined, may do so by adjusting your profile settings. We shall not be obliged to delete any such information from the Site. Should you choose the option listed on the Site as "Remove my profile" ("Remove"), your profile will be removed from public view, but will not be deleted from the Site. Once You have selected the "Remove" option, parts of your profile may remain viewable by those members who have contacted You or been contacted by You via the Service's internal email or instant messaging systems. You represent and warrant that You have the right to grant the license set out above. You further agree that We may use your contact information for the purposes of sending or transmitting to you, information or promotional material relating to the Site, its partner/affiliate sites, or third party sites.

a. By uploading any photographs of yourself, you hereby swear that you own or control all intellectual property rights with respect to the uploaded photographs; and,

b. You hereby irrevocably grant a non-exclusive right and license to us to:

i. Reproduce, transmit, communicate, display, or distribute your submitted photographs, on or as part of our sites, on other Internet sites, or elsewhere, for promotional or commercial purposes, by means of any technology, whether now known or hereafter to become known;

ii. Reproduce your pics in digital form of display on the Internet (alone or in combination with other works, including, but not limited to, text, data, images, photographs, illustrations, animation, graphics, video, or audio segments, and hypertext links);

iii. Adapt, modify, or alter your photographs or otherwise create derivative works based upon your photographs; and for all other reasonable promotional or commercial uses either as part of the operation of our sites, or as a promotion or operation of any derivative or related businesses.

F. The Site does not pre-approve any of its members or users, prior to their use of the Site. It is your responsibility to properly investigate the background, personality, criminal history, financial condition, or any other relevant factor affecting your potential compatibility with any other member or user, prior to communicating with, or meeting such person. Most importantly, USE COMMON SENSE! Do not provide any personal information to individuals who can misuse that information to your detriment. While the Site provides a venue for the exchange of information, ideas and emotion, it does not act as a guarantor of the accuracy of such information, and all users/members are encouraged to approach the veracity of any communications occurring on the Site with a healthy skepticism.

G. In light of the above, you hereby discharge, acquit, and otherwise release the Site, its parent company, its agents, employees, officers, directors, shareholders, attorneys, and affiliates, from any and all allegations, counts, charges, debts, causes of action, and claims relating in any way to the use of, or activities relating to the use of, the Site including, but not limited to claims relating to the following:

1. Sexual Harassment, Negligence, Gross Negligence, Reckless Conduct, Alienation of Affections (to the extent recognized in any jurisdiction), Intentional Infliction of Emotional Distress, Intentional Interference with Contract or Advantageous Business Relationship, Defamation, Statutory Rape, Misrepresentation or any claim based on Vicarious Liability for Torts committed by individuals met on or through the Site, including but not limited to fraud, assault, battery, stalking, rape, theft, cheating, perjury, manslaughter, or murder.

2. The above list is intended to be illustrative only, and not exhaustive of the types or categories of claims released by you. This release is intended by the

parties to be interpreted broadly in favor of the Site, and thus any ambiguity shall be interpreted in a manner providing release of the broadest claims. This release is intended to be a full release of claims, and the parties acknowledge the legally binding nature of this provision, and the nature of the rights given up in connection therewith.

IX. LIMITATION OF LIABILITY:

A. In no event shall Publisher (or its licensors, agents, suppliers, resellers, service providers, or any other subscribers or suppliers) be liable to You, or any other third party for any direct, special, indirect, incidental, consequential, exemplary, or punitive damages, including without limitation, damages for loss of profits, loss of information, business interruption, revenue, or goodwill, which may arise from any person's use, misuse, or inability to use the Site or any of the materials contained therein, even if Publisher has been advised of the probability of such damages. This is for any matter arising out of or relating to this Agreement, whether such liability is asserted on the basis of contract, tort or otherwise, even if Publisher has been advised of the possibility of such damages.

B. In no event shall Publisher's maximum total aggregate liability hereunder for direct damages exceed the total fees actually paid by You for use of a Site or Site for a period of no more than one (1) month from the accrual of the applicable cause or causes of action. Because some jurisdictions prohibit the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to You.

X. LINKS AND LINKING:

A. Some websites which are linked to the Site are owned and operated by third parties. Because the Publisher has no control over such websites and resources, You acknowledge and agree that Publisher is not responsible or liable for the availability of such external websites or resources, and does not screen or endorse them, and is not responsible or liable for any content, advertising, services, products, or other materials on or available from such websites or resources.

B. You further acknowledge and agree that Publisher 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 use of or reliance on any such third-party content, goods or services available on or through any such website or resource. If You decide to access any such third party website, you do so entirely at Your own risk and subject to any terms and conditions and privacy policies posted therein.

C. Users further acknowledge that use of any website controlled, owned or operated by third parties is governed by the terms and conditions of use for those websites, and not by this Site's User Agreement, Spam Policy, Webmaster Agreement, or Privacy Policy, which are incorporated into this Agreement by reference.

D. Links to external websites (including external websites that are framed by the Site) or inclusions of advertisements do not constitute an endorsement by the Publisher of such websites or the content, products, advertising, or other materials presented on such Site, but are for user's convenience.

E. All users do hereby agree to hold the Publisher harmless from any and all damages and liability that may result from the use of links that may appear on the Site. The Publisher reserves the right to terminate any link or linking program at anytime.

XI. TRADEMARK INFORMATION:

A. Publisher and the aforementioned name of the Site is a service mark and/or trademark of the Site. The name of the Site and the name of the Publisher are considered trademarks owned by the Publisher. We aggressively defend our intellectual property rights.

B. Other manufacturers' product and service names referenced herein may be trademarks and service marks of their respective companies and are the exclusive property of such respective owners, and may not be used publicly without the express written consent of the owners and/or holders of such trademarks and service marks.

C. All of the marks, logos, domains, and trademarks that You find on the Site may not be used publicly except with express written permission from Publisher, and may not be used in any manner that is likely to cause confusion among consumers, or in any manner that disparages or discredits Publisher.

XII. COPYRIGHT INFORMATION:

A. The Materials accessible from the Site, and any other World Wide Website owned, operated, licensed, or controlled by Publisher, is the Publisher's proprietary information and valuable intellectual property and We retain all right, title, and interest in the Materials. The Site and its software are registered with the U.S. Copyright Office.

B. The Materials may not be copied, distributed, republished, modified, uploaded, posted, or transmitted in any way without the prior written consent of Publisher, except that you may print out a copy of the Materials solely for Your personal use. In doing so, you may not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the Materials.

C. Modification or use of the Content except as expressly provided in this User Agreement violates the Publisher's intellectual property rights.

D. Neither title nor intellectual property rights are transferred to You by access to the Site.

E. All Materials included on the Site, such as text, graphics, photographs, video and audio clips, music, soundtracks, button icons, streaming data, animation, images, downloadable materials, data compilations and software is the property of the Publisher or its content suppliers and is protected by United States and international copyright laws. The compilation of all Materials on the Site is the exclusive property of the Publisher or its content suppliers and protected by United States and international copyright laws, as well as other laws and regulations. © Deniro Marketing, LLC. (2005-2009), all rights reserved.

XII NOTICE OF CLAIMED INFRINGEMENT:

The Publisher respects the intellectual property of others, and we ask our users to do the same. We voluntarily observe and comply with the United States' Digital Millennium Copyright Act. If You believe that Your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide Publisher's Designated Copyright Agent the following information:

A. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;

B. Description of the copyrighted work or other intellectual property that you claim has been infringed;

C. A description of where the material that you claim is infringing is located on a Site;

D. Your address, telephone number, and email address;

E. A 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

F. A statement by You, made under penalty of perjury, that the above information in your Notice is accurate and that You are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

G. You may send your Notice of Claimed Infringement to:

Lawrence G. Walters, Esquire
Weston, Garrou, Walters & Mooney
781 Douglas Avenue
Altamonte Springs, FL 32714
Notice@DMCANotice.com

Please do not send other inquires or information to our Designated Agent.

Routine customer service inquiries should be sent to: support@amateurmatch.com

XIV NOTICE AND TAKEDOWN PROCEDURES:

The Publisher implements the following "notice and takedown" procedure upon receipt of any notification of claimed copyright infringement:

A. The Publisher reserves the right at any time to disable access to, or remove any material or activity accessible on or from the Site or any Materials claimed to be infringing or based on facts or circumstances from which infringing activity is apparent.

B. It is the firm policy of the Publisher to terminate the account of repeat copyright infringers, when appropriate, and the Publisher will act expeditiously to remove access to all material that infringes on another's copyright, according to the procedure set forth in 17 U.S.C. §512 of the Digital Millennium Copyright Act ("DMCA"). The Publisher's DMCA Notice Procedures are set forth in the preceding paragraph. If the notice does not comply with Paragraph XIII and §512 of the DMCA, but does comply with three requirements for identifying Site that is infringing according to §512 of the DMCA, the Publisher shall attempt to contact or take other reasonable steps to contact the complaining party to help that party comply with the notice requirements.

C. When the Designated Agent receives a valid notice, the Publisher will expeditiously remove and/or disable access to the infringing material and shall notify the affected user. Then, the affected user may submit a counter-notification to the Designated Agent containing a statement made under penalty of perjury that the user has a good faith belief that the material was removed because of misidentification of the material. After the Designated Agent receives the counter-notification, it will replace the material at issue within 10-14 days after receipt of the counter-notification unless the Designated Agent receives notice that a court action has been filed by the complaining party seeking an injunction against the infringing activity.

XV. EXPORT CONTROL:

A. You understand and acknowledge that the software elements of the Materials on the Site may be subject to regulation by agencies of the United States Government, including the United States Department of Commerce, which prohibits export or diversion of software to certain countries and third parties. Diversion of such Materials contrary to United States' or international law is prohibited.

B. You will not assist or participate in any such diversion or other violation of applicable laws and regulations.

C. You warrant that you will not license or otherwise permit anyone not approved to receive controlled commodities under applicable laws and regulations and that you will abide by such laws and regulations.

D. You agree that none of the Materials are being or will be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals or be used for proscribed activities.

XVINO AGENCY RELATIONSHIP:

Nothing in this Agreement shall be deemed to constitute, create, imply, give effect to, or otherwise recognize a partnership, employment, joint venture, or formal business entity of any kind; and the rights and obligations of the parties shall be limited to those expressly set forth herein.

XVINOTICE:

A. Notice. Any notice required to be given under this Agreement may be provided by email to a functioning email address of the party to be noticed, by a general posting on the Site, or personal delivery by commercial carrier such as Federal Express or Airborne. Notices by customers to Publisher shall be given by electronic messages unless otherwise specified in the Agreement.

B. Change of Address. Either party may change the address to which notice is to be sent by written notice to the other party pursuant to this provision of the Agreement.

C. When Notice is Effective. Notices shall be deemed effective upon delivery. Notices delivered by overnight carrier (e.g., United States Express Mail or Federal Express) shall be deemed delivered on the business day following mailing. Notices mailed by United States Mail, postage prepaid, registered or certified with return receipt requested, shall be deemed delivered five (5) days after mailing. Notices delivered by any other method shall be deemed given upon receipt. Notices by email and facsimile transmission, with confirmation from the transmitting machine that the transmission was completed, are acceptable under this Agreement provided that they are delivered one (1) hour after transmission if sent during the recipient's business hours, or 9:00 a.m. (recipient's time) the next business day. Either Party may, by giving the other Party appropriate written notice, change the designated address, fax number and/or recipient for any notice or courtesy copy, hereunder.

D. Refused, Unclaimed, or Undeliverable Notice. Any correctly addressed notice that is refused, unclaimed, or undeliverable, because of an act or omission of the Party to be

notified shall be deemed effective as of the first date that said notice was refused or deemed undeliverable by the postal authorities, messenger, facsimile machine, email server, or overnight delivery service.

XVII COMMUNICATIONS NOT PRIVATE:

Publisher does not provide any facility for sending or receiving private or confidential electronic communications. All messages transmitted to Publisher shall be deemed to be readily accessible to the general public. Visitors should not use this Site to transmit any communication for which the sender intends only the sender and the intended recipient(s) to read. Notice is hereby given that all messages entered into this Site can and may be read by the agents and operators of this service, regardless of whether they are the intended recipients of such messages.

XIX FORCE MAJEURE:

Publisher shall not be responsible for any failure to perform due to unforeseen circumstances or to causes beyond our reasonable control, including but not limited to: acts of God, such as fire, flood, earthquakes, hurricanes, tropical storms or other natural disasters; war, riot, arson, embargoes, acts of civil or military authority, or terrorism; fiber cuts; strikes, or shortages in transportation, facilities, fuel, energy, labor or materials; failure of the telecommunications or information services infrastructure; hacking, SPAM, or any failure of a computer, server or software, including Y2K errors or omissions, for so long as such event continues to delay the Site's performance.

XX JURISDICTION/DISPUTES:

A. Governing Law. This User Agreement and all matters arising out of, or otherwise relating to, this User Agreement shall be governed by the laws of Florida, excluding its conflict of law provisions. The sum of this paragraph is that any and all disputes, must be, without exception, brought to court and litigated in Orange County, Florida.

1. All parties to this Agreement agree that all actions or proceedings arising in connection with this Agreement or any services or business interactions between the parties that may be subject to this Agreement shall be tried and/or litigated exclusively in the state and federal courts located in Orange County, Florida.
2. The parties agree to exclusive jurisdiction in, and only in, Orange County, Florida.
3. The parties agree to exclusive venue in, and only in, Orange County, Florida.
4. The parties additionally agree that this choice of venue and forum is mandatory and not permissive in nature, thereby precluding any possibility of litigation between the parties with respect to, or arising out of, this Agreement in a jurisdiction other than that specified in this paragraph.
5. All parties hereby waive any right to assert the doctrine of forum non-conveniens or similar doctrines, or to object to venue with respect to any proceeding brought in accordance with this paragraph or with respect to any dispute under this Agreement whatsoever.
6. All parties stipulate that the state and federal courts located in Orange County, Florida shall have personal jurisdiction over them for the purpose of litigating any dispute, controversy, or proceeding arising out of (or related to) this Agreement and/or the relationship between the parties contemplated thereby.
7. Each party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it, as contemplated by this paragraph by registered or certified mail, Federal Express, proof of delivery or return receipt requested, to the parties address for the giving of notices as set forth in this Agreement.
8. Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law if such enforcement becomes necessary.
 - a. Right to Injunctive Relief. Both parties acknowledge that remedies at law may be inadequate to provide an aggrieved party

with full compensation in the event of the other party's breach, and that an aggrieved party shall therefore be entitled to seek injunctive relief in the event of any such breach, in addition to seeking all other remedies available at law or in equity.

b. No Waiver. No waiver or action made by the Publisher shall be deemed a waiver of any subsequent default of the same provision of this Agreement. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from this Agreement.

c. Headings. All headings are solely for the convenience of reference and shall not affect the meaning, construction or effect of this Agreement.

d. Complete Agreement. This Agreement constitutes the entire agreement between the parties with respect to Your access and use of the Site and the Materials contained therein, and Your Membership with the Site, and supersede and replace all prior understandings or agreements, written or oral, regarding such subject matter.

e. Other Jurisdictions. Publisher makes no representation that the Site or any of the Materials contained therein are appropriate or available for use in other locations, and access to them from territories where their content may be illegal or is otherwise prohibited. Those who choose to access the Site from such locations do so of their own initiative and are solely responsible for compliance with all applicable local laws.

XXIMISCELLANEOUS PROVISIONS:

A. Attorney's Fees. In the event any Party shall commence any claims, actions, formal legal action, or arbitration to interpret and/or enforce any of the terms and conditions of this Agreement, or relating in any way to this Agreement, including without limitation asserted breaches of representations and warranties, the prevailing party in any such action or proceeding shall be entitled to recover, in addition to all other available relief, its reasonable attorney's fees and costs incurred in connection therewith, including attorney's fees incurred on appeal.

B. Assignment. The rights and liabilities of the parties hereto will bind and inure to the benefit of their respective assignees, successors, executors, and administrators, as the case may be.

C. Severability. If for any reason a court of competent jurisdiction or an arbitrator finds any provision of this User Agreement, or any portion thereof, to be unenforceable, that provision will be enforced to the maximum extent permissible and the remainder of this User Agreement will continue in full force and effect.

D. Complaints - California Residents

The Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs may be contacted in writing at 1020 N. Street, #501, Sacramento, CA 95814, or by telephone at 1-916-445-1254.

E. No Waiver. No waiver or action made by the Publisher shall be deemed a waiver of any subsequent default of the same provision of this User Agreement. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from this User Agreement.

F. Headings. All headings are solely for the convenience of reference and shall not affect the meaning, construction or effect of this User Agreement.

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Any and all questions regarding these Terms and Conditions should be submitted to:
support@amateurmatch.com
