

## **Terms of Service**

This is a legal agreement (the "Agreement") between Meet Joe (the "Company") and you (the "Client"). By using [www.meetjoe.net](http://www.meetjoe.net) (the "Site") or any of the Company's services, you agree to be bound by these terms of service. If you object to anything in this Agreement, you are forbidden as a Client from utilizing the Company's services or the Site. This Agreement shall remain in full force and effect while you utilize the Company's services or the Site.

### **A. Eligibility:**

You must be at least 21 years of age to utilize the Company's services or the Site as a Client.

### **B. Business Activity:**

"Business Activity" between the Client and the Company shall be defined as the Company's act of seeking an individual(s) associated with the Company ("Member(s)") for the Client to meet.

### **C. Periods of Service:**

"Period of Service" shall be defined in one of three ways:

1. Introductory period, when the Company initiates one Business Activity on a new Client's behalf.
2. Monthly period, where the Company initiates a minimum of one but potentially unlimited number of Business Activities on the Client's behalf within a span of 30 days.
3. Meeting period, where the Company initiates a pre-determined, finite number of Business Activities on the Client's behalf within no pre-determined span of time.

### **D. Registration:**

You become a Client of the Company by registering through the Site and receiving electronic notification of Client status from the Company. You understand that you shall remain a Client until such time as you choose to no longer maintain any Period of Service with the Company or the Company elects to terminate your Period of Service for reasonable cause, as defined by the Company.

### **E. Rates:**

Introductory Rate – you may become a new Client by paying a promotional introductory rate (as stated on the Site or by an authorized third party) which entitles you to an Introductory Period of Service. All new Clients shall be eligible for the introductory rate. Clients who do not initiate a Monthly or Meeting Period of Service with the Company after the Introductory Period of Service shall not be eligible for the introductory rate again until 365 days after the conclusion of the last Period of Service.

Standard Rates – after becoming a new Client and the Introductory Period of Service concludes, standard rates (as stated on the Site or by an authorized third party) for subsequent Periods of Service shall apply, which entitle the Client to Monthly or Meeting Periods of Service, as agreed upon in advance between the Client and the Company.

### **F. Billing:**

Charges for the Introductory Rate shall be paid in full by the Client before the Company initiates the Introductory Period of Service.

Charges for Standard Rates shall be paid in one of two ways, which shall be agreed upon by the Client and the Company after the Introductory Period of Service has concluded but before a Monthly or Meeting Period of Service begins:

1. Paid in full by the Client before the Company initiates any Business Activity in a Monthly or Meeting Period of Service; or,
2. Paid in equal monthly installments by the Client where the first installment shall be due before the Company initiates any Business Activity in a Monthly or Meeting Period of Service, and the final installment shall be due before the Company initiates any Business Activity in the final Period of Service.

For Standard Rate charges, the Client will be notified at least seven days before a payment is due.

### **G. Modifications & Renewal:**

The Client shall be solely responsible for initiating and renewing Periods of Service with the Company. If consecutive Periods of Service are ordered by the Client all at one time, they may be extended at the Client's request but they cannot be reduced.

### **H. Cancellation:**

The Client may initiate cancellation of service at any time by notifying the Company in writing, via mail, and/or by choosing not to opt for a new Period of Service once an existing period concludes. Clients shall not be entitled to any refund for any unused Periods of Service that have previously been ordered by the Client. Upon cancellation, all sums owing to the Company by Client shall become immediately due. If Company is forced to take action against you in relation to this Agreement, including without limitation your breach of this Agreement or failure to make payment, you shall become obligated to pay all of Company's costs and expenses, including reasonable attorney's fees, incurred before, during, or after any legal proceeding or collection action is instituted.

### **I. Privacy & Disclosure of Client Information:**

You understand that "Personal Contact Information" shall be specifically defined as and limited to a Client's personal address (physical and postal), business address (physical and postal), telephone numbers, email addresses, and instant message usernames. It shall specifically exclude last names and social networking accounts, including but not limited to Facebook, MySpace, and Twitter.

You understand that the Company will only share Personal Contact Information between Clients if explicit written permission is granted in advance by the Client to release specific information. You further understand that the Company shall never share any current or former Client's Personal Contact Information with any other third party unless compelled to do so by law.

You understand that "General Personal Information" shall be defined as a Client's general interests or identifiers which will not necessarily uniquely distinguish the Client. This may include but shall not be limited to: first name, neighborhood of residence, geographic, ethnic, or racial origins, sexual orientation, age bracket, income bracket, professional industry, education level, alma maters, hobbies, and/or interests.

You understand that general personal information for Clients may be shared individually with other Clients for the purposes of initiating business activity, or in aggregate with third parties. You further understand that it is your right as a Client to refrain from disclosing some, any, or all general personal information to the Company, even if you are asked to provide such information.

**J. Client and Member Interactions:**

You understand that you are solely responsible for your interactions with Members. The Company does not in any way attempt to verify the backgrounds of its Members or attempt to verify any statements they make to the Company about themselves. The Company does not make any representation, guarantee, or warranty as to the conduct of its Members or their compatibility with you or other Members. In no way and under no circumstances shall the Company be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of you or anyone else in connection with the Company, including without limitation, bodily injury, emotional distress, and/or any other damages resulting from Business Activity or Periods of Service facilitated by the Company. You understand that the Company makes no guarantees, either expressed or implied, regarding your ultimate compatibility with Members or other individuals you may meet as a direct or indirect result of the Company. The Company reserves the right, but has no obligation, to monitor disputes between you and Members.

**K. Prohibited Activities:**

You understand that the Company reserves the right to investigate you and terminate your period of service and your status as a Client if you have acted or behaved in a manner that the Company considers inappropriate. Such activities or behaviors may include but are not limited to violating any local, state, or federal laws prior to or after becoming a Client; impersonating any person or entity, misrepresenting yourself, your personal contact information, or any general personal information about yourself; stalking, intimidating, or harassing a Member in a manner that makes him, her, or others uncomfortable; and/or engaging the Company or its Members for commercial purposes.

**L. Non-Competition, Non-Disclosure:**

During the period of engagement, affiliation, or discussions/negotiations between you and the Company, and for a period of three (3) years following termination (for any reason whatsoever) of such engagement, you agree not to, directly or indirectly: (a) engage in, or acquire an interest in, any business, or serve as an agent, member, officer, partner, director, employee, investor, or contractor of any business that competes with any present or proposed business operations of the Company, as such operations are now, or may be in the future, conducted anywhere in the United States; (b) attempt to persuade any current or prospective Member, agent, supplier, customer, or contractor to cease to do business with the Company; or (c) hire, offer, recruit, solicit, or attempt to influence, any person who either is a current, past or prospective employee or Member of the Company. During this term, you also agree to maintain in strictest confidence all information that is confidential to the Company and its Members, which shall include but not be limited to: (i) any confidential information disclosed to you by the Company, such as business plans, financial information, or the like, and (ii) Member lists and records, Member names and contact information, Member descriptions, or the like. Unless authorized in writing, the Restricted Party may not sell, use, publish, or disclose any Confidential Information to any other party.

**M. Limitation of Liability:**

Except in jurisdictions where such provisions are restricted, in no event will the Company be liable to you or a third party for any indirect, consequential, exemplary, incidental, special, or punitive damages, including also lost profits arising from your use of the Site or the Company's services, even if the Company has been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, the Company's liability to you for any cause whatsoever, and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you as a Client to the Company for the Periods of Service provided.

**N. Jurisdiction and Controlling Law:**

If there is any dispute arising out of the Site or with the Company, you explicitly agree that any such dispute shall be governed by the laws of the State of Illinois, without regard to its conflict of law provisions, and you explicitly agree and consent to the exclusive jurisdiction and venue of the state and federal courts of the State of Illinois, in Cook County, for the resolution of any such dispute.

**O. Indemnification:**

You agree to indemnify, defend, and hold harmless the Company and all of its agents for any loss, claim, demand, debt, obligation, liability, cost, expense (including reasonable attorneys' fees), right of action or cause of action based on, arising out of, or in any way related to your use of the Site or any of the Company's services in violation or breach of this Agreement and/or any breach of your representations and warranties set forth above.

**P. Changes:**

This Agreement supersedes all other agreements between the Company and Client, whether written or oral, whether implied or express between the Company and Client and is intended as a complete and final binding expression of the terms of the agreement between Company and Client. This Agreement is subject to change by the Company in its sole discretion at any time, with or without notice. Your continued use of the Site and the Company's services after the posting of revisions to this Agreement on the Site will constitute your acceptance of such revisions.