## **Terms and Conditions Agreement**

1. Matched by Jordan is a privately owned, exclusive professional matchmaking and coaching service. Clients are selected only after an extensive interview and screening process. We reserve the right to deny service to any applicant for any reason. Not all individuals will qualify for the range of services offered Matched by Jordan.

Submitting an application or photos does not guarantee admittance into the agency, nor does it guarantee a match. Not all individuals will qualify for the range of services offered Matched by Jordan.

By submitting an application, the Applicant agrees that he/she is at least twenty-one (21) years of age, single, legally separated, divorced, or widowed. Those who apply for the services offered by Match Matched by Jordan are accepted as a client only after Matched by Jordan is satisfied that there is a reasonable probability that the service can be effective. Even then, there is no express or implied warranty that a life partner can or will be found. Results will vary. By filling out a Get Started form, you agree to have read this entire document and agree to: not post negative comments on Yelp, Google, Facebook, Instagram and any other social media or publication. You agree to communicate via USPS and email to resolve any issues or concerns and to keep all communication private. You agree not to take photos or screenshots of any and all communication between yourself and Matched by Jordan, or any of the employees of Matched by Jordan, and keep all communication private. Should you post negative comments on any outlet or social media, Matched by Jordan reserve the right to hire and attorney and file a civil suit against you for: defamation of character, slander, libel and voicing untrue statements publicly.

Service starts on the effective date of payment: once you purchase a membership contract, the time starts immediately after that transaction takes place. We reserve the right to cancel your membership if we do not have any communication from you within two (2) weeks. Should we reach out to you with a potential match, a question or email but do not receive a response within that time frame (two (2) weeks), we assume you are no longer interested in our services and have the right to cancel your membership. As stated above, your membership begins on the same date that you purchase your membership. Unless you communicate with us via email or USPS that you would like to place your membership on hold, we will assume you are an active member and your membership time frame will start immediately.

You agree to keep all profiles presented to you, and any potential match's information private and for your eyes only. You agree not to disclose any and all information provided to you as confidential and private, never to releasing that information to anyone. You also agree to not seek potential matches outside of Matched by Jordans' knowledge, that includes all and any social media platforms, email, or telephone.

A referral to any service, company, individual or website by Match Matched by Jordan for any service or item (including photographs) does not guarantee admittance into Matched By Jordan, nor the item or service that was referred. In order to be considered as a client or if you would like more information, please fill out the Sign Up form.

By joining or inquiring about our services, you automatically grant us permission to subscribe you to our free newsletter. To unsubscribe, please follow the instructions at the bottom of the newsletter.

Indemnification: I understand the potential dangers that could occur in meeting with people through Match Matched by Jordan or any of the company's special events. Understanding the risks, I hereby represent and warrant that I release Match Matched by Jordan and all its representatives, employees and shareholders, and anyone else directly or indirectly connected with the Match By Jordan, from any liability in the event of any injury or damage of any kind to me or anyone else caused by meeting with people through any Match Matched by Jordans' service.

## Limitation on Liability:

While Match Matched by Jordan performs an initial screening of individuals registering for the matchmaking service, Matched by Jordan makes no representations or warranties as to the conduct of such individuals or their compatibility with any current or future members. IN NO EVENT 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 USE OF THE SERVICE, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES

## RESULTING FROM COMMUNICATIONS OR MEETINGS WITH OTHER REGISTERED USERS OF THIS SERVICE OR PERSONS INTRODUCED TO YOU BY THIS SERVICE.

2. This Agreement serves as a contract that discloses the legally binding terms of your (Member) use or membership to the Services of Matched by Jordan and associates. The Agreement sets out the terms under which the services of Matched by Jordan (the "Services") are provided to you (the "Member").

3. By registering with Matched by Jordan, you become a member of the Services (a "Member") and you agree to be bound by the terms of this Agreement.

4. In our sole discretion, Matched by Jordan reserves the right at any time to:

• Cancel and remove you as the Member in the event that you don't comply with the rules set forth, and/or omit, not disclose, purposely or accidentally state the wrong information about yourself.

## 5. ELIGIBILITY. YOU MUST BE AT LEAST 21 YEARS OLD TO REGISTER WITH MATCHED BY JORDAN. MEMBERSHIP TO THE SERVICE IS VOID WHERE PROHIBITED.

6. **REGISTRATION.** To become a Member you must Sign Up with us. When and if you Sign Up to become a Member, you agree to provide accurate, current and complete information about yourself. Each Member is responsible for updating their information with Matched by Jordan if any of the member's current information or dating preferences change. You agree that we may rely on your information as accurate, current and complete. You acknowledge that if your information is untrue, inaccurate, not current or incomplete in any respect, we reserve the right to terminate this Agreement and your use of the Service.

7. Your membership in this Service is for your sole, personal use. You may not authorize others to use your membership, and you may not assign or otherwise transfer your account to any other person or entity.

8. **MEMBERSHIP OPTIONS.** When there is a cost to be placed into the database of Matched by Jordan. Matched by Jordan does not guarantee a minimum or maximum amount of dates as part of this database membership unless specific in a written contact (full description of Database Membership on the Matched by Jordan website, at matchedbyjordanby.com)

9. **MEMBERSHIP HOLDS.** Members may put their membership on hold for a period of up to one (1) month, for 3-month membership with a maximum not to exceed of three (3) months for 6-12 month membership, and upon agreement in writing between the Member and Matched by Jordan.

10. In order to place a hold on a membership, the Member must contact Matched by Jordan in writing via Email.

11. **TERMINATION**. Matched by Jordan may terminate your membership at any time should you not comply or follow the rules set before you in this Agreement, and verbally Matched by Jordan, effective upon a written notice to the Member. All paid membership fees are nonrefundable under any circumstances, due to hours and moneys potentially spent on networking, recruiting, interviewing, screening and meeting potential matches prior and during the Membership. We reserve the right to immediately suspend or terminate your access to the Service, without notice, upon any breach of this Agreement by you.

12. **IN-PERSON MEMBER CONDUCT.** Members agree to conduct themselves in a respectful manner during and after each date. Members are also required to contact Matched by Jordan following a first date to provide an update regarding a future date or seeking another dating option request.

13. **INDEMNITY BY MEMBER.** You agree to indemnify, defend and hold Matched by Jordan, our officers, directors, employees, agents and representatives harmless from and against any and all claims, damages, losses, liabilities, costs (including

reasonable attorneys' fees) or other expenses that arise directly or indirectly out of or from (i) your breach of this Agreement; (ii) any allegation that any materials that you submit to us or transmit to Matched by Jordan infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; and/or (iii) your activities in connection with Matched by Jordan, including individual relationship choices made by Members after introduction is provided through the service. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person.

14. **INFORMATION SUPPLIED BY MEMBER.** We will respect your personal information and undertake to comply with all applicable data protection legislation in the US and other jurisdictions in which we offer the Service, subject to the Privacy Policy of United States.

15. **INFORMATION SUPPLIED TO MEMBER BY MATCHED BY JORDAN.** You agree to keep all profiles and any information presented to you by Matched by Jordan confidential, private and for your eyes only. You agree not to disclose any and all information provided to you as confidential and private, never to releasing that information to anyone. You also agree to not seek potential matches outside of Matched by Jordans' knowledge, that includes all and any social media platforms, email, or telephone.

16. **DISCLAIMER OF WARRANTY.** MATCHED BY JORDAN PROVIDES THE SERVICE ON AN "AS IS" BASIS AND GRANTS NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, IN ANY COMMUNICATION WITH MATCHED BY JORDAN OR ITS REPRESENTATIVES, OR OTHERWISE WITH RESPECT TO THE SERVICES. MATCHED BY JORDAN SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

17. LIMITATION OF LIABILITY. IN NO EVENT WILL MATCHED BY JORDAN BE LIABLE (i) TO YOU FOR ANY INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGES, PHYSICAL DAMAGES, PHYSICAL INJURIES, AND EMOTIONAL AND MENTAL DISTRESS OR INJURIES). YOU HEREBY WAIVE ANY CLAIM OR ANY RIGHT TO SEEK DAMAGES WHICH MIGHT ARISE FROM ANY AND ALL ACTIONS, INTENTIONAL OR UNINTENTIONAL, WHETHER OF OMMISSION OR COMMISSION, OR THE NEGLIGENCE OF MATCHED BY JORDAN AND/OR ITS EMPLOYEES AND OR AGENTS. MATCHED BY JORDAN DOES NOT VERIFY THE ACCURACY OF INFORMATION, INCLUDING AGE, LOCATION OR OTHER INFORMATION PROVIDED BY MEMBERS, OR OTHER INDIVIDUALS MATCHED BY JORDAN MAY INTRODUCE TO YOU. MATCHED BY JORDAN OFFERS CRIMINAL/BACKGROUND SCREENINGS OF ITS MEMBERS AND OTHER INDIVIDUALS FOR AN EXTRA FEE OF \$COST PER INDIVIDUAL. MATCHED BY JORDAN DOES NOT VERIFY THE REPRESENTATIONS, WARRANTIES OR STATEMENTS OR VOUCH FOR THE CHARACTER OF ANY MEMBER OR INDIVIDUAL MATCH MATCHED BY JORDAN MAY INTRODUCE YOU TO. YOU AGREE THAT YOU SHALL ASSUME ALL RISKS INVOLVED WITH YOUR SOCIAL INTERACTIONS WITH MEMBERS AND INDIVIDUALS MATCH MATCHED BY JORDAN INTRODUCES TO YOU. BY SIGNING BELOW, YOU AGREE THAT MATCHED BY JORDAN WILL NOT BE LIABLE FOR ANY DAMAGES, DIRECTLY, INDIRECTLY, OR CONSEQUENTIALLY, ARISING OUT OF YOUR MEMBERSHIP WITH MATCHED BY JORDAN, WHICH RESULT FROM THE NEGLIGENCE OF MATCHED BY JORDAN AND/OR ITS EMPLOYEES, AGENTS, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING OUT OF COMMUNICATIONS, CONTACT AND MEETINGS WITH OTHER MEMBERS AND/OR THIRD PARTIES SERVICES, INCLUDING, WITHOUT LIMITATION, INTENTIONAL, CRIMINAL, NEGLIGENT OR GROSSLY NEGLIGENT ACTS OF OTHER MEMBERS, INDIVIDUALS OR THIRD PARTY SERVICES INTRODUCED TO YOU OR REFERRED TO YOU BY MATCHED BY JORDAN.

In addition, Matched by Jordan disclaims all liability, regardless of the form of action, for the acts or omissions of other Members or users (including unauthorized users) of the Service.

18. **COMPLAINTS.** To resolve a complaint regarding the Service, you should contact Match Matched by Jordan immediately via e-mail or written letter.

19. JURISDICTION AND GOVERNING LAW. You expressly agree that GEORGIA law (regardless of its conflicts of law principles) shall govern this Agreement, and the Services and that any disputes arising out of or relating to this Agreement, and the

Services will be subject to the exclusive jurisdiction and venue of the federal and state courts in the State of GEORGIA. Member is responsible for complying with local laws, if and to the extent local laws are applicable. Notwithstanding the foregoing, Matched by Jordan shall have the right to commence and prosecute any legal or equitable action or proceeding before any United States court of competent jurisdiction to obtain injunctive or other relief in Matched by Jordan's sole discretion.

20. **OTHER**. This Agreement, accepted by you the Member upon registering for the Service with Matched by Jordan, contains the entire agreement between you and Matched by Jordan, including the Privacy Policy of Matched by Jordan. Unless otherwise explicitly stated, the Terms will survive termination of your membership to the Membership. This agreement shall terminate immediately and without notice if you breach any of the Terms, subject to the survival of all rights and reservations of Matched by Jordan If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, the Agreement shall be deemed amended to exclude the provision. The remainder of this Agreement shall then continue in full force and effect.