

IN LOVING COMPANY

MEMBERSHIP CONTRACT

Read This Terms of Use Agreement Before Registering with any of the ILC businesses, Destined to Meet™ and/or Captured Dreams™.

Effective Date: This Terms of Use Agreement was last updated on April 27, 2009.

ATTENTION: PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS WEBSITE OR REGISTERING WITH THE ILC BUSINESSES. USING THIS WEBSITE INDICATES THAT YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, DO NOT USE THIS WEBSITE.

1. IN LOVING COMPANY DISCLAIMER:

In Loving Company (which is part of a family of companies including **Destined to Meet™** and **Captured Dreams™**) will be referred to hereinafter as "**ILC businesses**". None of the **ILC businesses** are screening services. Our goal is to assist our members in manifesting their heart's desires, which may include Singles meeting Singles. **ILC businesses** ask all members who are interested in manifesting their ideal mate, excluding non-member event participants, if they are Single (Never Married, Legally Divorced or Widowed). We do not verify this information. Therefore, **ILC businesses** cannot vouch for the marital status or other information that any participant has provided. It is up to you to clarify these issues to your own satisfaction.

Insofar as the **ILC businesses** do not have the ability to independently screen participants registering for its programs, **ILC businesses** are not liable for any damages, direct or indirect, that may in any way arise out of the **Destined to Meet™** and/or **Captured Dreams™** programs. This includes, without limitation, damages arising out of meeting or communicating with other participants in programs sponsored by or affiliated with **ILC businesses**.

None of the **ILC businesses** are medical services. Our goal is to assist our members in manifesting their heart's desires, which may include Members losing weight or taking a more active role in improving their physical health. You should not rely on this information as a substitute for, nor does it replace, professional medical advice, diagnosis, or treatment. If you have any concerns or questions about your health, you should always consult with a physician or other health-care professional. Do not disregard, avoid or delay obtaining medical or health related advice from your health-care professional because of something you may have heard or read on this site or through any of the **ILC businesses'** services. The use of any information provided on this site is solely at your own risk.

2. PRIVACY POLICY:

The **ILC businesses** pride themselves on discreet, confidential relationships with their members and visitors. We place a premium on our member's and visitor's privacy and guarantee personal information will never be given out without the express written permission of the individual. **ILC businesses** do not distribute or sell member or visitor database information.

3. TERMS & CONDITIONS:

Destined to Meet™ programs provide a way for Single Adults to meet in person. This is a legal agreement ("Agreement") between you and the **ILC businesses**. Please read the Agreement carefully before registering to become a Member. By registering for **ILC businesses**, you become a Member and you agree to be bound by the terms and conditions of this Agreement for as long as you continue to be a Member. If you do not agree to the terms, please do not register for an **ILC businesses'** membership.

4. MODIFICATIONS TO SERVICE:

The **ILC businesses** reserve the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that the **ILC businesses** shall not be liable to you or to any third party for any modification, suspension, or discontinuation of the Service. The **ILC businesses** do not guarantee continuous, uninterrupted or secure access to our website and operation of our websites may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

5. AGE REQUIREMENTS:

Minors May Not Become Members. By becoming a Member, you represent and warrant that you are at least 18 years old.

6. TERMINATION OF MEMBERSHIP:

You, the buyer, may cancel this agreement, without any penalty or obligation, at any time prior to midnight of the original contract seller's third business day following the date of this contract, excluding Sundays and holidays. To cancel this agreement, mail or deliver a signed and dated notice, or send a telegram which states that you, the buyer, are canceling this agreement, or words of similar effect. This notice shall be sent to: **In Loving Company, Customer Service – Cancellations, 963 Urania Avenue, Encinitas, CA 92024.**

If by reason of death or Disability you, the buyer, are unable to receive all services for which the buyer has contracted, the buyer and the buyer's estate may elect to be relieved of the obligation to make payments for services other than those received before

death or the onset of Disability. "Disability" means a condition which precludes the buyer from physically using the services specified in the contract during the term of disability and the condition is verified in writing by a physician designated and remunerated by the buyer. The written verification of the physician shall be presented to the appropriate **ILC business**, the seller. If you, the buyer, have prepaid any amount for services, so much of the amount prepaid that is allocable to services that the buyer has not received due to death or Disability shall be promptly refunded to the buyer or his or her representative. This provision **5(b)** shall supersede any other provision's terms and are contrary herein.

Either you or one of the **ILC businesses** may terminate your membership at any time, for any reason, without explanation, effective upon sending written notice to the other party. The **ILC businesses** reserve the right to immediately suspend or terminate your access to **Destined to Meet™** and/or **Captured Dreams™** events and services, without notice, upon any breach of this Agreement by you which is brought to an **ILC businesses'** attention. In the case of Membership termination by Client or **ILC business**; no refund shall be made.

7. MEMBERSHIP TRANSFER:

Your membership in any of the **ILC businesses** is for your sole, personal use. You may not authorize others to use your membership, and you may not assign or otherwise transfer your membership to any other person or entity.

8. MEMBER CONDUCT:

As a Member, you agree that:

1. You are solely responsible for the content or information you provide to **ILC businesses**, or to other **ILC businesses'** Members.
2. You will not transmit to other **ILC businesses'** Members or Employees, any defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive, or illegal material, or any material that infringes or violates another party's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity).
3. You will use **ILC businesses** in a manner consistent with any and all applicable laws and regulations.
4. You will not include in your profile or in any interaction with other members any offensive anatomical or sexual references, or offensive sexually suggestive or connotative language, and you will not post any photos containing nudity. **ILC businesses** reserve the right, but have no obligation, to reject any profile or photo that does not comply with these prohibitions.
5. You will not engage in advertising to, or solicitation of, other members to buy or sell any products or services through **Destined to Meet™** and/or **Captured Dreams™** events or introductions.
6. You are solely responsible for your interactions with other **ILC businesses'** Members. **ILC businesses** reserve the right, but have no obligation, to monitor and/or mediate disputes between you and other Members.
7. You may not impersonate any person or entity, or otherwise misrepresent your affiliation with any person or entity.
8. You may not "stalk" or otherwise harass any person.

9. INDEMNITY BY MEMBER:

You will defend, indemnify, and hold harmless the **ILC businesses**, their officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of the **Destined to Meet™** and/or **Captured Dreams™** events or services, including any breach by you of the terms of this Agreement.

10. RELATED SERVICES & PRODUCTS:

Opinions, advice, statements, offers, or other information or content made available through **ILC businesses**, but not directly by an **ILC business**, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. **ILC businesses** do not guarantee the accuracy, completeness, or usefulness of any information regarding affiliated services and neither adopts nor endorses nor is responsible for the accuracy or reliability of any opinion, advice, or statement made by parties other than the **ILC businesses**. Under no circumstances will the **ILC businesses** be responsible for any loss or damage resulting from anyone's reliance on information or other content transmitted to the **ILC businesses'** members.

110. LINKS:

The **ILC business** websites may contain links to other websites that are provided solely as a convenience to you and are not necessarily an endorsement by the **ILC businesses** of the contents of such other websites. **ILC businesses** shall not be responsible for the content of any other websites and makes no representation or warranty regarding any other websites or the contents or materials on such websites. If you decide to access other websites or participate in any offers or programs via such websites, you do so at your own risk.

12. INFORMATION SUPPLIED BY MEMBER:

ILC businesses will keep confidential all information supplied by you to the **ILC businesses**, including profiles, evaluations, credit card number(s), and shall use or disclose such information only for the purposes for which such information was collected, or as required by law.

13. SUBSCRIPTIONS; CHARGES ON YOUR BILLING ACCOUNT:

a. General. For on-line subscribers of any of the **ILC businesses**, you will be billed through an online account (your "Billing Account") for use of the Service. You agree to pay **In Loving Company** all charges at the prices then in effect for any use of the Service by you or other persons (including your agents) using your Billing Account, and you authorize **In Loving Company** to charge your chosen payment provider (your "Payment Method") for the Service. You agree to make payment using that selected Payment Method. **In Loving Company** reserves the right to correct any billing errors or mistakes that it makes, even if it has already requested or received payment.

b. Recurring Billing. Most subscription plans to the Service consist of an upfront processing fee combined with the initial payment, for which there is a one time charge, followed by recurring period charges as agreed by you. By entering into this Agreement, you acknowledge that your subscription has an initial and recurring payment feature and you accept responsibility for all recurring charges prior to cancellation. **THE ILC BUSINESS THAT YOU SUBSCRIBED UNDER MAY SUBMIT PERIODIC (E.G., MONTHLY) CHARGES WITHOUT FURTHER AUTHORIZATION FROM YOU, UNTIL YOU PROVIDE PRIOR NOTICE (CONFIRMED IN WRITING UPON REQUEST BY THE APPROPRIATE ILC BUSINESS) THAT YOU HAVE TERMINATED THIS AUTHORIZATION OR WISH TO CHANGE YOUR PAYMENT METHOD. SUCH NOTICE WILL NOT AFFECT CHARGES SUBMITTED BEFORE THE APPROPRIATE ILC BUSINESS REASONABLY COULD ACT ON YOUR TERMINATION REQUEST. TO TERMINATE YOUR AUTHORIZATION OR CHANGE YOUR PAYMENT METHOD, GO TO THE SITE THAT YOU ORIGINALLY REGISTERED UNDER, EITHER [HTTP://WWW.DESTINEDTOMEET.COM](http://www.destinedtomeet.com) OR [HTTP://WWW.CAPTUREDDREAMS.COM](http://www.capturedreams.com).**

c. Current Information Required. YOU MUST PROVIDE CURRENT, COMPLETE AND ACCURATE INFORMATION FOR YOUR BILLING ACCOUNT. YOU MUST PROMPTLY UPDATE ALL INFORMATION TO KEEP YOUR BILLING ACCOUNT CURRENT, COMPLETE AND ACCURATE (SUCH AS A CHANGE IN BILLING ADDRESS, CREDIT CARD NUMBER, OR CREDIT CARD EXPIRATION DATE), AND YOU MUST PROMPTLY **NOTIFY THE SITE THAT YOU ORIGINALLY REGISTERED UNDER, EITHER [HTTP://WWW.DESTINEDTOMEET.COM](http://www.destinedtomeet.com) OR [HTTP://WWW.CAPTUREDDREAMS.COM](http://www.capturedreams.com)** IF YOUR PAYMENT METHOD IS CANCELED (E.G., FOR LOSS OR THEFT) OR IF YOU BECOME AWARE OF A POTENTIAL BREACH OF SECURITY, SUCH AS THE UNAUTHORIZED DISCLOSURE OR USE OF YOUR USER NAME OR PASSWORD. CHANGES TO SUCH INFORMATION CAN BE MADE AT THE SITE THAT YOU ORIGINALLY REGISTERED UNDER. IF YOU FAIL TO PROVIDE THE APPROPRIATE **ILC BUSINESS** ANY OF THE FOREGOING INFORMATION, YOU AGREE THAT **IN LOVING COMPANY** MAY CONTINUE CHARGING YOU FOR ANY USE OF THE SERVICE UNDER YOUR BILLING ACCOUNT UNLESS YOU HAVE TERMINATED YOUR SUBSCRIPTION FOR THE SERVICE (CONFIRMED BY YOU IN WRITING UPON REQUEST BY THE SITE THAT YOU ORIGINALLY REGISTERED UNDER).

d. Payment Method. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method (the "Payment Method Provider"). If **In Loving Company** does not receive payment from your Payment Method Provider, you agree to pay all amounts due on your Billing Account upon demand.

e. Change in Amount Authorized. If the amount to be charged to your Billing Account varies from the amount you preauthorized (other than due to the imposition or change in the amount of state sales taxes), you have the right to receive, and **In Loving Company** shall provide, notice of the amount to be charged and the date of the charge at least ten days before the scheduled date of the transaction. Any agreement you have with your Payment Method Provider will govern your use of your Payment Method. You agree that **In Loving Company** may accumulate charges incurred and submit them as one or more aggregate charges during or at the end of any billing cycle.

f. Auto-renewal. Your subscription will be automatically extended for successive renewal periods of the same duration as the subscription term originally selected, at the then-current, non-promotional subscription rate. To change or resign your subscription at any time, **contact the site that you originally registered under**, by emailing either **Victoria@DestinedtoMeet.com** or **Victoria@CapturedDreams.com**. If you resign, you may use your subscription until the end of your then-current subscription term, but your subscription will not be renewed after your then-current term expires. However, you will not be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period.

14. COMPLAINTS:

To resolve a complaint regarding **Destined to Meet™** and/or **Captured Dreams™** events and/or services, you should first contact **Destined to Meet™** and/or **Captured Dreams™** by email at **Victoria@DestinedtoMeet.com** or **Victoria@CapturedDreams.com**

15. CUSTOMER SERVICE:

The **ILC businesses** provide assistance and guidance through its customer care representatives and other employees. When communicating with our customer care representatives, you may not be abusive, obscene, profane, offensive, sexist, threatening, harassing, racially offensive, or otherwise behave inappropriately. If we feel that your behavior towards any of our customer care representatives or other employees is at any time improper, we reserve the right to immediately terminate your membership without refunding any unused subscription fees.

16. LIMITATION OF LIABILITY:

The **ILC businesses** do not screen the members registering for services offered by any of the **ILC businesses** in any way. As a result the **ILC businesses** will not be liable for any damages, direct, indirect, incidental and/or consequential, arising out of the use of its events or services, including, without limitation, to damages arising out of communicating and/or meeting with other members of this service, or introduced to you via this service. Such damages include, without limitation, physical damages,

bodily injury and or emotional distress and discomfort. The **ILC businesses** ask all prospective participants that desire to manifest their ideal mate, if they are single. We do not verify this information. Therefore, the **ILC businesses** are not liable for the integrity of statements made by members as to their marital status and general background. It is incumbent and advised upon the user to verify any and all information relating to but not limited to this subject. It is advised to check references of any member or affiliated resource.

17. PROFESSIONAL ADVICE DISCLAIMER:

None of the **ILC businesses** are screening services. Our goal is to assist our members in manifesting their heart's desires, which may include Singles meeting Singles. **ILC businesses** ask all members who are interested in manifesting their ideal mate, excluding non-member event participants, if they are Single (Never Married, Legally Divorced or Widowed). We do not verify this information. Therefore, **ILC businesses** cannot vouch for the marital status or other information that any participant has provided. It is up to you to clarify these issues to your own satisfaction.

Insofar as the **ILC businesses** do not have the ability to independently screen participants registering for its programs, **ILC businesses** are not liable for any damages, direct or indirect, that may in any way arise out of the **Destined to Meet™** and/or **Captured Dreams™** programs. This includes, without limitation, damages arising out of meeting or communicating with other participants in programs sponsored by or affiliated with **ILC businesses**.

None of the **ILC businesses** are medical services. Our goal is to assist our members in manifesting their heart's desires, which may include Members losing weight or taking a more active role in improving their physical health. You should not rely on this information as a substitute for, nor does it replace, professional medical advice, diagnosis, or treatment. If you have any concerns or questions about your health, you should always consult with a physician or other health-care professional. Do not disregard, avoid or delay obtaining medical or health related advice from your health-care professional because of something you may have heard or read on this site or through any of the **ILC businesses'** services. The use of any information provided on this site is solely at your own risk.

Nothing stated or posted on this site or available through any services are intended to be, and must not be taken to be, the practice of medical or counseling care. For purposes of this agreement, the practice of medicine and counseling includes, without limitation, psychiatry, psychology, psychotherapy, or providing health care treatment, instructions, diagnosis, prognosis or advice.

18. ARBITRATION:

Any controversy or claim between the parties to this Agreement involving the construction or application of any terms, covenants, or conditions of this agreement, shall on written request of one party served on the other be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the California Arbitration Act, sections 1280 through 1294.2 of the California Code of Civil Procedures.

The parties shall each appoint one person to hear and determine the dispute, and, if they shall be unable to agree, then the two persons so chosen shall select a third impartial arbitrator whose decision shall be final and conclusive upon both parties to this Agreement. The cost of such arbitration shall be borne by the losing party in such proportions, as the arbitrator shall decide.

19. ATTORNEY'S FEES AND COSTS:

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

20. AGREEMENT FINAL AND COMPLETE:

This Agreement represents the final and complete agreement of the parties for the Membership of said client and all prior written and oral agreement with respect to this Membership are superseded by this Agreement. Any modification or addition to this Agreement must be in writing and signed by both parties.

21. GOVERNING LAW:

This Agreement is made, and is intended to be performed, in the State of California and shall be construed and enforced in accordance with, and governed by, the laws of said State.

This Membership Contract, including the **Sales Agreement** and **Mutual Non-Disclosure agreement**, sets forth the party's entire agreement regarding the subject matter hereof, and there are no warranties, express or implied, representations, conditions, or agreements not specifically set forth herein. Client signature agrees and acknowledges that he/she is authorized to sign on under such signature, and further agrees to secure, and/or hire **ILC businesses'** services for services specified in the **Benefits Summary**. I have read and understand all of the above and hereby agree as signed below. All of my inquiries as to their contents have been explained.

22. PROPRIETARY RIGHTS:

The **ILC businesses** own and retain other proprietary rights in all services offered by the **ILC businesses**. **DestinedtoMeet.com** and **CapturedDreams.com** contain the copyrighted material, trademarks, and other proprietary

