



TERMS OF USE FOR FINDMEN.COM SERVICES

This agreement is effective June 24, 2010 (“Effective Date”).

This is a legal agreement between you and Carsed Marketing Inc., a corporation incorporated under the laws of the Commonwealth of the Bahamas (“We”, “Us” or “Our”), and sets out the terms and conditions governing your access to, and use of, the website located at www.FindMen.com (“Site”) and all of the services accessible through the Site (the Site and all accessible services, collectively, the “Services”).

Please read the following terms and conditions carefully. By using the Services, you become a user and agree to be bound by the terms and conditions of this agreement.

IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT USE THE SERVICES.

We may change this agreement at any time. If we do so, we will notify you by posting a copy of the revised agreement (with the Effective Date upon which such revisions take effect) on this page. Such change will become effective immediately; therefore, you should check this page regularly. By using the Services after the Effective Date, you are agreeing to be bound by this agreement, including all amendments made up to such date.

Section 1: Eligibility

1. **Minimum age.** The Services are intended for adults only. You must be at least 18 years old (or the age of majority in your jurisdiction, if it is older) to register and use the Services; if you are not at least such age, you are prohibited from using the Services. By using the Services, you warrant to us that you are, in fact, old enough to use the Services.
2. **Right, authority and capacity.** By using the Services, you warrant to us that you have the right, authority and capacity to enter into this agreement.
3. **Right to use.** Your right to use the Services is subject to any limitations, conditions and restrictions that we may establish from time to time.
4. **Void where prohibited.** Registration for, and use of, the Services is void where prohibited. To the extent that the Services are not legal in your jurisdiction, you are prohibited from using the Services.

Section 2: Use of the Site

1. **Personal use only.** Your account is for your personal use only, and may not be used for any commercial purposes. You may only create one profile. You are not permitted to allow anyone else to use your account, nor are you permitted to assign or otherwise transfer your account to any person or entity.
2. **Safeguard access information.** You must keep your user name and password confidential. We are not responsible for any third party accessing your account as a result of your sharing, or the theft of, your user name and/or password.
3. **Information that you submit.** You are solely responsible for, and assume all liability regarding:
 - (i) any profile information, text, content, opinions, advice, statements, audio recordings, graphics, pictures or videos (collectively, “**Content**”) that you submit, post, transmit, communicate, publish, upload or otherwise make available through or on the Services or to any other users (collectively “**Post**”, “**Posted**” or “**Posting**”); and,
 - (ii) your interactions with other users of the Services.

You agree not to provide any inaccurate, misleading or false information to us or to any other user. If information that you have previously provided to us or to any other user becomes inaccurate, misleading or false, you must immediately notify us. If we suspect that you have provided inaccurate, misleading or false information, we may require that you provide verifiable confirmation of such information; if you fail to provide such, or if we are not satisfied with the verification that you provide, we may delete your account.

4. **Adult Content.** Some Content available through the Services may contain explicit adult-oriented material. By using the Services, you acknowledge that you are aware of such and do not object to being exposed to such Content.
5. **Risks when using the Services and precautions.** You assume all risks associated with using the Services. This includes all risks related to online or offline interactions with others. We cannot guarantee the accuracy of information provided to you by, or about, other users of the Services, nor can we confirm that any user is who he claims to be, or that he has complied with the terms of this agreement. We do not conduct any background screening (criminal or otherwise) of any users of our Services. You should take all necessary precautions when communicating with, or meeting, any person through the Services.
6. **Content on Site.** Answers, comments, opinions and advice (“**Advice**”) provided through the Services are general information and are not intended to substitute for informed medical, psychiatric, psychological, legal or other professional advice. We do not endorse, and expressly disclaim liability for, any product or service (or

provider of such) mentioned in the Services or any Advice expressed through the Services (including in any forums or comments).

7. **Posting of Content.** You agree not to Post any Content, or otherwise engage in any activity through the Services, that:

- (i) is defamatory, inaccurate, abusive, profane, offensive, obscene or otherwise objectionable;
- (ii) promotes or is intended to incite racism, bigotry, hatred or physical harm of any kind against any group or individual;
- (iii) is intended to harass, annoy, threaten or intimidate any other users of the Services;
- (iv) infringes or violates another person's rights (including intellectual property rights and rights of privacy and publicity);
- (v) contains images of another person (for example, in a picture with you), who is a minor or who has not provided you with express consent to Post such image to the Services;
- (vi) contains Content (or links thereto) depicting a minor;
- (vii) impersonates, or otherwise misrepresents affiliation, connection or association with us, or with any person or entity (including Content that contains video or images of another person without his permission);
- (viii) contains viruses, time bombs, trojan horses, cancelbots, worms or other harmful or disruptive codes, components or devices (or links thereto);
- (ix) is intended to defraud, swindle or deceive other users of the Services (including phishing or similar activities);
- (x) disseminates or otherwise discloses another person's personal information without his permission, or collects or solicits another person's personal information for commercial or unlawful purposes;
- (xi) is, in our opinion, considered spam, or is otherwise intended to annoy or interfere with other user's enjoyment of the Site;
- (xii) contains advertisements or solicitations for goods or services; or,
- (xiii) is illegal or promotes or enables illegal or unlawful activities (including in relation to drug use, prostitution, exploitation of minors, animal cruelty or the making of a weapon or explosive device).

8. **Prohibited conduct.** You agree not to:

- (i) provide any false information in your account, impersonate any person or create an account for any person other than yourself;
- (ii) access, or attempt to access, the account of any other user or any information of which you are not the intended recipient;
- (iii) Post, forward or broadcast any private Content made available to you by another user, without such user's express written consent;
- (iv) stalk or harass any user or Site staff;
- (v) advertise or solicit any user to buy or sell any product or service through the Services, or use any information that you obtain from the Services to

- (vi) contact users for such purposes;
 - (vii) collect any user information from the Services using any automated means (including harvesting bots, robots, spiders or scrapers);
 - (viii) frame any page or Content on the Site;
 - (ix) deep-link to any page or Content on the Site, except for providing links directly to your own profile page on the Site;
 - (x) do anything that could disable, overburden or impair the proper working of the Services, the Site's servers or any other related infrastructure (including a denial-of-service attack or flooding another user); or,
 - (xi) facilitate or encourage any violations of this agreement.
9. **Blocking of IP address.** In order to protect the integrity of the Services, we reserve the right to block users from certain IP addresses from accessing the Services.

Section 3: User Information

1. **No contact information from other websites.** You agree not to Post any email, personal website or profile page address, instant messenger nickname or URL (or link thereto) from or to any third party website.
2. **Profile is searchable.** Your profile, and any Content you Post, may be searchable by other Site users, and by users of co-branded or affiliated websites. It may also be archived and searched by third party search engines. By Posting Content to the Services, you consent to it being searched, viewed and archived in such manner; if you do not consent, then you should not Post Content to the Services.
3. **Disclosure of Content.** We may disclose any Content that you Post, if:
 - (i) required or permitted to do so by law;
 - (ii) requested to do so by a third party;
 - (iii) requested by law enforcement or as a result of any legal process (whether or not such disclosure is required by law); WE WILL NOT DISCLOSE YOUR CONTENT (OR ANY OF YOUR PERSONAL INFORMATION) TO A FOREIGN GOVERNMENT AGENCY IF WE BELIEVE DOING SO WILL RESULT IN YOU BEING PERSECUTED ON THE BASIS OF YOUR SEXUAL ORIENTATION, EXCEPT WHERE WE ARE REQUIRED TO DO SO BY LAW.
 - (iv) you violate the terms of this agreement;
 - (v) required to do so in order to protect our rights, or the rights of any third party;
 - (vi) we feel such disclosure is required in order to protect someone's life, health or safety; or,
 - (vii) if we suspect that the Content contains evidence of abuse against any third party or illegal acts.

We reserve the right, but have no obligation, to investigate complaints or reported

violations of this agreement and to take any action that we deem appropriate (including reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties, and disclosing any information necessary or appropriate to such persons or entities relating to your profiles, e-mail addresses, usage history, posted materials, IP addresses and traffic information).

4. **Removal of Content.** We reserve the right, but have no obligation, to: (i) monitor the Content that you Post; and/or, (ii) remove any Content that violates (or may violate) this agreement or any applicable law, is in our opinion inappropriate or at the request of a third party.
5. **Identity theft.** If a user of the Services is using your name and/or likeness without your consent, you can contact us by email at contact@findmen.com and request that the user profile be deleted. We may require you to provide us with verifiable confirmation of your identity before we take any action.
6. **Privacy policy.** Your use of the Services is subject to our [Privacy Policy](#), which is incorporated by reference into this agreement. You should review our privacy policy, as it explains what information we collect about you and what we do with it.

Section 4: Proprietary Rights

1. **License to Post Content.** By Posting Content to the Services, you: (i) warrant to us that you are the exclusive owner of such Content, and that it does not infringe upon the rights of any third party; and, (ii) grant (and warrant that you have the right to grant) to us an irrevocable, perpetual, non-exclusive, royalty-free, worldwide license (“**License**”) to use, reproduce, modify, perform, display, publish, sell, rent, transmit, distribute, produce derivative works of, incorporate into other works and sub-license (“**Use**”) such Content, and waive any moral rights you may have in any such Content.
2. **Rights to Site.** You agree that all Content and other material available on our Site (including logos, headers, icons and scripts) is protected by our rights (or the rights of our licensors) of publicity, copyright, trade marks, service marks, patents, trade secrets or other proprietary rights and laws. Except for that information which is in the public domain or for which we have given you express written permission, you agree not to Use any Content or other material found on our Site in any manner whatsoever.
3. **Advertising.** You grant to us a License to Use your Content on our partners’ websites and in the marketing of our Services.

Section 5: Disclaimer of Warranties & Indemnification

1. **NO WARRANTIES PROVIDED.** THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE (AND OUR AFFILIATES,

AGENTS, OFFICERS, DIRECTORS, AND EMPLOYEES) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THE RIGHTS OF THIRD PARTIES. WE (AND OUR AFFILIATES, AGENTS, OFFICERS, DIRECTORS, AND EMPLOYEES) DISCLAIM ALL RESPONSIBILITY FOR, BUT NOT LIMITED TO, ANY CLAIMS, LOSS, INJURY, CAUSES OF ACTION, COSTS, EXPENSES, LIABILITY, OR DAMAGE OF ANY KIND (INCLUDING LEGAL FEES) (collectively, a “Loss”) RESULTING FROM, ARISING OUT OF, OR ANY WAY RELATED TO, DIRECTLY OR INDIRECTLY (collectively, “**Resulting From**”):

- (i) YOUR USE OF THE SERVICES;
- (ii) YOUR, OR ANYONE ELSE’S, RELIANCE ON CONTENT POSTED ON THE SERVICES, OR TRANSMITTED TO OR BY ANY USER OF THE SERVICES;
- (iii) ANY ERRORS IN OR OMISSIONS FROM THE SERVICES, INCLUDING TECHNICAL INACCURACIES AND TYPOGRAPHICAL ERRORS;
- (iv) ANY THIRD PARTY WEBSITES OR THIRD PARTY APPLICATIONS, SOFTWARE OR CONTENT ACCESSED THROUGH LINKS IN THE SERVICES, INCLUDING ANY ERRORS IN OR OMISSIONS THEREFROM;
- (v) THE UNAVAILABILITY OF THE SERVICES, OR ANY PORTION THEREOF;
- (vi) PROBLEMS OR TECHNICAL MALFUNCTION OF ANY TELEPHONE NETWORK OR LINES, COMPUTER ONLINE SYSTEMS, SERVERS, INTERNET ACCESS PROVIDERS, COMPUTER EQUIPMENT, SOFTWARE, OR ANY COMBINATION THEREOF, INCLUDING ANY INJURY OR DAMAGE TO YOUR, OR ANY OTHER PERSON’S, COMPUTER AS A RESULT OF USING THE SERVICES;
- (vii) YOUR USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH THE SERVICES; OR,
- (viii) ANY OTHER MATTER RELATING TO THE SERVICES AND/OR ANY CONTENT, REGARDLESS OF WHETHER ANY OF THE FOREGOING IS DETERMINED TO CONSTITUTE A FUNDAMENTAL BREACH OR FAILURE OF ESSENTIAL PURPOSE.

WE DO NOT REPRESENT OR WARRANT THAT YOUR USE OF, OR THE CONTENT FOUND IN, THE SERVICES IS OR WILL BE ACCURATE, COMPLETE, TIMELY, CURRENT, ERROR-FREE OR OTHERWISE RELIABLE. THEREFORE, AS A USER OF THE SERVICES, YOU ACKNOWLEDGE THAT ANY RELIANCE ON OR USE BY YOU OF ANY

CONTENT SHALL BE ENTIRELY AT YOUR OWN RISK.

2. **INCIDENTAL DAMAGES AND AGGREGATE LIABILITY.** ALL WARRANTIES, TERMS AND CONDITIONS, EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS. WE WILL, IN NO CASE, BE LIABLE FOR ANY INCIDENTAL, SPECIAL, GENERAL, COMPENSATORY, CONSEQUENTIAL OR INDIRECT LOSS RESULTING FROM YOUR USE (OR INABILITY TO USE) THE SERVICES – EVEN IF WE KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS. IN NO CASE WILL OUR AGGREGATE LIABILITY EXCEED: (i) THE PRICE PAID BY YOU FOR YOUR USE OF THE SERVICES DURING THE PREVIOUS ONE (1) MONTH; OR, (ii) IF YOU HAVE NOT PAID US FOR USE OF THE SERVICES, ONE DOLLAR (\$1.00 CAD).
3. **Indemnification.** You agree to indemnify, defend and hold us (including our officers, directors, shareholders, employees and agents) harmless against any Loss Resulting From:
 - (i) your use of, or inability to use, the Services;
 - (ii) any Content that you Post;
 - (iii) your violation of any terms of this agreement or your violation of any rights of a third party; or,
 - (iv) your violation of any applicable laws, rules or regulations.

We reserve the right, at our own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with us in asserting any available defenses.

Section 6: Third Party Websites & Content

1. **Third party Content.** Content that is made available through the Services may come from third parties (including other users of the Services) and should not necessarily be relied upon. We do not: (i) guarantee the accuracy, completeness or usefulness of any Content from third parties; or, (ii) adopt, endorse or accept any responsibility for the accuracy or reliability of any Content from third parties.
2. **Third party websites.** The Services may contain links to third party websites. We provide such links to you as a convenience; doing so does not imply that we endorse or accept responsibility for anything that may appear on such third party websites. Your correspondence and business dealings (including payment for and delivery of any related goods and services and personal information or opt-in contact information provided) with any third parties (including any merchants or advertisers) found on or accessed through the Services, and all other terms, conditions, representations, and warranties related to such dealings, are solely as between you and such third parties. You agree that we will not, in any way

whatsoever, be responsible to you for any Loss Resulting From your dealings with third party websites.

Section 7: Digital Millennium Copyright Act

1. **Notice.** If you believe that your copyright work has been copied in a way that constitutes copyright infringement and is accessible on or through the Site, please notify our copyright agent (in the manner set forth in the U.S. Digital Millennium Copyright Act of 1998 (“**DMCA**”). For your complaint to be valid under the DMCA, you must provide all of the following information in writing:
 - (i) identification, in sufficient detail, of the copyright work that you claim is being infringed;
 - (ii) identification of the material that is claimed to be infringing and where it is located on the Site;
 - (iii) information reasonably sufficient to permit us to contact you (such as your address, telephone number and email address);
 - (iv) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law (i.e. *“I have a good faith belief that use of the copyrighted materials described above as allegedly infringing is not authorized by the copyright owner, its agent or the law.”*);
 - (v) a statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner (i.e. *“I swear, under penalty of perjury, that the information in this notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.”*); and,
 - (vi) an electronic or physical signature of a person authorized to act on behalf of the copyright owner.

The above information must be submitted to our DMCA Agent:

Designated Copyright Agent
Carsed Marketing Inc.
Slot 378, PO Box AP59223
Nassau, Bahamas
copyright@findmen.com

2. **Liability for misrepresentation.** You should be aware that you may be liable for any Loss we incur if you materially misrepresent that material is infringing upon your copyrights. Accordingly, if you are not sure whether material available on the Site infringes your copyright, we suggest that you first contact an attorney.

Section 8: Subscription & Payment

1. **Subscription.** Certain aspects of the Site are available to all users for free; however, some of the Services require a paid user account (“**Subscription**”). You

- must purchase a Subscription by following the registration procedures provided. Your billing term depends upon the Subscription period selected and is on a pre-pay basis.
2. **Subscription renewals.** Your Subscription will be automatically renewed immediately prior to expiration (for the same period as originally subscribed for). By signing up for a Subscription, you agree to the automatic renewal of your account and authorize us to charge you, without further authorization from you.
 3. **Payment of Subscription price.** You agree to pay all fees and charges related to your Subscription, including any applicable taxes. You also agree to be responsible for any fees or charges incurred in order to access the Services (including those charged by an ISP or similar party).
 4. **Invalid payment information.** If your registration payment is invalid for any reason, your Subscription will be suspended or cancelled immediately and all the Content related to your profile may be deleted permanently.
 5. **Changes to Subscription price.** We reserve the right to change our fees and billing methods and policies, at any time, without notice to you.
 6. **Cancellation.** If you wish to cancel your Subscription, you must notify us, by following the cancellation procedures in your account (i.e. clicking the '*cancel subscription*' button and following the applicable steps in your account settings), at least 30 days prior to the date your Subscription is scheduled to expire/renew.
 7. **Content after Cancellation.** We will only remove your account (and any related Content that you have Posted therein) if you request, in writing, for us to do so following cancellation of your Subscription.
 8. **Subscription price is non-refundable.** Once purchased, the Subscription has no monetary value and only entitles you to use of the paid features in the Services for the subscription period (based on your selected subscription package, as the case may be). Subscription fees, once paid, are non-refundable, and you will not receive a refund for your Subscription, even if you cancel prior to expiry (within the time frame required for cancellation).

Section 9: General

1. **Reporting violations.** If you know, or suspect, that another user is violating the terms of this agreement or that there has been unauthorized access of your account, you must notify us immediately, by emailing us at contact@findmen.com.
2. **Termination.** We may terminate or suspend your access to all or part of the Services, and/or delete your account, at any time and without notice, if you breach this agreement. Additionally, if we believe that your behaviour is illegal, you may

be referred to appropriate law enforcement agencies. If we terminate or suspend your access to all or part of the Services and/or delete your account because you have breached this agreement, you will not be entitled to any refund of your Subscription fees.

3. **Changes to Services.** We may offer additional Services, or revise, suspend or discontinue any aspect of the Services (including any features of the Services, or any content on the Site) at any time, without giving you any notice. We may also impose limits on certain features and aspects of the Services, or restrict your access to parts or all of the Services, without giving you notice. If we revise, suspend or discontinue any aspect of the Services, you will not be entitled to any refund of your Subscription fees.
4. **Incorporation of terms.** This agreement incorporates by reference all notices and disclaimers contained in the Services (including the [Privacy Policy](#)), and constitutes the entire agreement between us and you with respect to access to, and use of, the Services. Except as specifically set forth herein, this agreement supersedes any prior agreements (including prior oral and/or written statements or representations not contained herein) between us and you relating to the Services.
5. **Interpretation.** In this agreement, “**including**” means ‘*including without limitation*’ and “**include**” has a corresponding meaning, and the use of gender includes the masculine, feminine and neuter genders.
6. **No relationship created.** This agreement is not intended to create a partnership, joint venture or agency relationship between us and you, nor does it confer on you any third party beneficiary rights.
7. **Jurisdiction.** This agreement is governed by and will be construed in accordance with the laws of the Commonwealth of The Bahamas without regard to any conflict of law provisions thereof. Both you and we irrevocably attorn to the exclusive jurisdiction and venue of the courts of the Commonwealth of The Bahamas with respect to any matter arising under or related to this agreement.
8. **Assignment.** You cannot assign this agreement or any of your rights to the Services to anyone, without our express, written consent. We may assign any or all of our rights and duties under this agreement, or to the Services, to any third party, without your consent. At our election, if any of our obligations under this agreement are assumed by a third party, we will be relieved of any and all liability hereunder.
9. **Enurement.** This agreement is binding upon, and enures to the benefit of, both your and our respective heirs, executors, administrators, successors and permitted assigns (as applicable).
10. **Force majeure.** In addition to applicable disclaimers stated above, our

performance under this agreement will be excused in the event of interruption and/or delay Resulting From causes beyond our reasonable control (including acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, flood, earthquake, explosion, embargo, acts of terrorism, power failure, equipment failure, industrial or labour disputes or controversies, acts of any third party data provider(s) or other third party information provider(s), third party software, or communication method interruptions).

11. **Interpretation not affected by headings.** The division of this agreement into articles and sections, and the insertion of headings, is for convenience of reference only and does not affect the construction or interpretation of this agreement.
12. **Severance.** If any portion of this agreement is found to be unenforceable, the remaining portion will remain in full force and effect.