

ZodiacHeartology.com Terms of Use Agreement

Last revised on June 16, 2017

Welcome to ZodiacHeartology.com, where we believe in the power of the Zodiac to help others improve their lives. This service is operated by Zodiac Heartology, L.L.C.

By accessing the ZodiacHeartology.com website, including through a mobile application, (the “Website”) you agree to be bound by these Terms of Use (this “Agreement”), whether or not you register as a member of ZodiacHeartology.com. If you wish to become a member and make use of the ZodiacHeartology.com service (the “Service”), please read these Terms of Use. The term “Website” is deemed to refer to using of the Service by means of a computer, a mobile device or a mobile application.

You should also read the ZodiacHeartology.com Privacy Policy, which is incorporated by reference into this Agreement and available on the Website. If you do not accept and agree to be bound by all of the terms of this Agreement, including the ZodiacHeartology.com Privacy Policy, do not use the Website or the Service. Please contact us with any questions regarding this Agreement.

1. Acceptance of Terms of Use Agreement.

1. This Agreement is an electronic contract that establishes the legally binding terms you must accept to use the Website and to become a “Member.” For purposes of this Agreement, the term “Member” means a person who provides information to the Company on the Website or to participate in the Service in any manner, whether such person uses the Service as a free member or a subscriber. You acknowledge and agree that Members of ZodiacHeartology.com may be part an online community that includes other websites owned by the Company or its affiliates. Therefore, profiles on the Website may be viewable on other such websites and paying subscribers of one website may be able to communicate with other paying subscribers on all websites. This Agreement includes the Company's (i) Privacy Policy, (ii) our Dating Safety Tips published on the Website and (iii) Terms disclosed and agreed to by you if you become a subscriber or if you purchase or accept additional features, products or services we offer on the Website, such as state-specific terms and terms governing features, billing, free trials, discounts and promotions.
2. By accessing the Website or using the Service, you accept this Agreement and agree to the terms, conditions and notices contained or referenced herein and consent to have this Agreement and all notices provided to you in electronic form. Please print a copy of this Agreement for your records. To receive a non-electronic copy of this Agreement, please Contact Us or send a letter and self-addressed stamped envelope with sufficient postage to: ZodiacHeartology.com, P.O. Box 808, Unionville, Pennsylvania, 19375. This Agreement may be modified by the Company from time to time. Such modifications will be effective upon posting by the Company on the Website.
3. By using the Service, you consent to receive this Agreement in electronic form. To withdraw this consent, you must cease using the Service and terminate your account.

2. Eligibility.

You must be at least 18 years of age to access and use the Service. You must also be single, or separated from your spouse, to use the Service. Any use of the Service is void where prohibited. By accessing and using the Website, you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement. If you become a Member, you represent and warrant that you have never been convicted of a felony and that you are not required to register as a sex offender with any government entity. Using the Service may be prohibited or restricted in certain countries. If you use the Service from outside of the United States, you are responsible for complying with the laws and regulations of the territory from which you access or use the Website or Service.

3. Membership and Subscription.

You may register as a Member at no cost. As a Member, you may use some, but not all, of the features and services available within the Service. To access or use additional features and services, including the ability to communicate with other Members that are subscribers, you must become a paying subscriber to the Service. The subscription policies that are disclosed to you when you subscribe to the Service are a part of this Agreement. Absent special offers, you acknowledge and agree that if you are (i) not a subscriber, you will not be able to use all the features and services available within the Service, including communicating with other Members, and (ii) a subscriber, non-subscribing Members will not be able to use the Service to communicate with you. A Member profile (both subscribers and non-subscribers) may remain posted on the Website even if that Member is not actively using the Service. You acknowledge that although a Member's profile may be viewed, you may not (even as a subscriber) be able to use the Service to communicate with that Member if he or she is not then actively using the Service.

4. Term and Termination.

1. This Agreement will remain in full force and effect while you use the Service and/or are a Member.
2. You may change or cancel your membership at any time, for any reason, by following the instructions on the “change/ cancel membership” or similar page on your “Account Settings” page. You may change or cancel your subscription at any time online by following the instructions on the “Subscription” page on your “Account Settings” page. You may also cancel your membership by sending the Company written notice of cancellation to ZodiacHeartology.com, P.O. Box 808, Unionville, Pennsylvania 19375 or by email notice of cancellation to Customer Care. If you cancel your membership via the Website, we may ask you to provide a reason for your cancellation. If you cancel your subscription, the Company requires a reasonable amount of time to process the action. If you cancel a subscription, you will enjoy subscription benefits until the end of your then-current subscription commitment, following which your subscription benefits will expire. However, in no event will you be eligible for a refund of any portion of the subscription fees paid for the then-current subscription commitment. If you paid for your subscription using a multi-payment option, you must make all payments even if you cancel your subscription prior to the end of your then existing subscription commitment period.

3. Canceling a subscription does not automatically cancel your membership. If you are a subscriber and you cancel your subscription but not your membership, unless you elect to hide your profile, you will continue to be a Member in the Service and others may view your profile. If you hide your profile, other Members will not be able to view your profile until you “unhide” your profile. If you cancel your membership, your profile will be removed and other Members will not be able to view your profile. You will be able to use your current registration information to “unhide” your profile and reactivate your membership for one year. A Member can hide his or her profile, or cancel his or her membership and remove their profile, at any time by following the instructions contained on the “Account Settings” page on the Website.
4. The Company may terminate or suspend your subscription and/or membership in the Service at any time without notice if the Company believes that you have breached this Agreement. Upon such termination or suspension, you will not be entitled to any refund of unused subscription fees and, if applicable, all unpaid subscription amounts and other fees you owe will immediately be due. The Company is not required to disclose, and may be prohibited by law from disclosing, the reason for the termination or suspension of your account.
5. After your membership or subscription is terminated for any reason, all terms of this Agreement survive such termination and continue in full force and effect, except for any terms that by their nature expire or are fully satisfied.

5. Non-commercial Use by Members.

The Website and Service is for personal use only. Members may not use the Service in connection with any commercial endeavors, such as (i) advertising or soliciting any user to buy or sell any products or services not offered by the Company or (ii) soliciting others to attend parties or other social functions, or networking, for commercial purposes. Users of the Website may not use any information obtained from the Service to contact, advertise to, solicit, or sell to any other user without his or her prior explicit consent. Organizations, companies, and/or businesses may not use the Service or the Website for any purpose. The Company may investigate and take any available legal action in response to illegal and/or unauthorized uses of the Website, including collecting usernames and/or email addresses of members by electronic or other means for the purpose of sending unsolicited email and unauthorized framing of or linking to the Website.

6. Account Security.

You are responsible for maintaining the confidentiality of the username and password you designate during the registration process, and you are solely responsible for all activities that occur under your username and password. You agree to immediately notify the Company of any disclosure or unauthorized use of your username or password or any other breach of security and ensure that you log out from your account at the end of each session.

7. Proprietary Rights.

The Company owns and retains all proprietary rights in the Website and the Service and in all content, trademarks, trade names, service marks and other intellectual property rights

related thereto. The Website contains the copyrighted material, trademarks and other proprietary information of the Company and its licensors. You agree to not copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way any copyrighted material, trademarks, trade names, service marks, or other intellectual property or proprietary information accessible on the Website or through the Service, without first obtaining the prior written consent of the Company or, if such property is not owned by the Company, the owner of such intellectual property or proprietary rights. You agree to not remove, obscure or otherwise alter any proprietary notices appearing on any content, including copyright, trademark and other intellectual property notices.

8. Content Posted by You on the Website.

1. You are solely responsible for the content and information that you post, upload, publish, link to, transmit, record, display or otherwise make available (hereinafter, “post”) on the Service or transmit to other Members, including emails, videos (including streaming videos), photographs, voice notes, recordings or profile text, whether publicly posted or privately transmitted (collectively, “Content”). You may not post on the Website or as part of the Service, or transmit to the Company or any other Member (either on or off the Website), any offensive, inaccurate, abusive, obscene, profane, sexually oriented, threatening, intimidating, harassing, racially offensive, or illegal material, or any material that infringes or violates another person's rights (including intellectual property rights, and rights of privacy and publicity). You represent and warrant that all information that you submit upon registration is accurate and truthful and that you will promptly update any information provided by you that subsequently becomes inaccurate, misleading or false.
2. You understand and agree that the Company may, but is not obligated to, monitor or review any Content you post on the Website or as part of a Service. The Company may delete any Content, in whole or in part, that in the sole judgment of the Company violates this Agreement or may harm the reputation of the Website or the Company. The Company may restrict the number of emails which a Member may send to other Members in any 24-hour period to a number which we deem appropriate in our sole discretion.
3. By posting Content on the Website or as part of the Service, you automatically grant to the Company, its affiliates, licensees and successors, an irrevocable, perpetual, non-exclusive, fully paid-up, worldwide right and license to (i) use, copy, store, perform, display, reproduce, record, play, adapt, modify and distribute the Content, (ii) prepare derivative works of the Content or incorporate the Content into other works, and (iii) grant and authorize sublicenses of the foregoing in any media now known or hereafter created. You represent and warrant that any posting and use of your Content by the Company will not infringe or violate the rights of any third party.
4. In addition to the types of Content described in Section 9(a) above, the following is a partial list of the kind of Content that is prohibited on the Website. You may not post, upload, display or otherwise make available Content that:
 - that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
 - advocates harassment or intimidation of another person;

- requests money from, or is intended to otherwise defraud, other users of the Website or Service;
- involves the transmission of “junk mail”, “chain letters,” or unsolicited mass mailing or “spamming” (or “spimming”, “phishing”, “trolling” or similar activities);
- promotes information that is false or misleading, or promotes illegal activities or conduct that is defamatory, libelous or otherwise objectionable;
- promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated images, audio or video, or links to pirated images, audio or video files;
- contains video, audio photographs, or images of another person without his or her permission (or in the case of a minor, the minor's legal guardian);
- contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
- provides material that exploits people in a sexual, violent or other illegal manner, or solicits personal information from anyone under the age of 18;
- provides instructional information about illegal activities such as making or buying illegal weapons or drugs, violating someone's privacy, or providing, disseminating or creating computer viruses;
- contains viruses, time bombs, trojan horses, cancelbots, worms or other harmful, or disruptive codes, components or devices;
- impersonates, or otherwise misrepresents affiliation, connection or association with, any person or entity;
- provides information or data you do not have a right to make available under law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information);
- disrupts the normal flow of dialogue, causes a screen to “scroll” faster than other users are able to type, or otherwise negatively affects other users' ability to engage in real time exchanges;
- solicits passwords or personal identifying information for commercial or unlawful purposes from other users or disseminates another person's personal information without his or her permission; and
- publicizes or promotes commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes.

The Company reserves the right, in its sole discretion, to investigate and take appropriate legal action against anyone who violates this provision, including removing the offending communication from the Website or Service and terminating or suspending the membership of such violators.

5. Your use of the Website and Service, including all Content you post through the Service, must comply with all applicable laws and regulations. You agree that the Company may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary, such as to: (i) comply with legal process; (ii) enforce this Agreement; (iii) respond to claims that any Content violates the rights of third parties; (iv) respond to your requests for customer service or allow you to use the Website in the future; or (v) protect the rights, property or personal safety of the Company or any other person.

6. You may not post any telephone numbers, street addresses, last names, URLs or email addresses in areas of your Member profile that may be viewed by other Members. You agree that any Content you place on the Website to be viewed by other Members may be viewed by any person visiting the Website or participating in the Service.

9. Prohibited Activities.

The Company reserves the right to investigate and/or terminate your membership if you have misused the Service or behaved in a way the Company regards as inappropriate or unlawful, including actions or communications that occur off the Website but involve Members you meet through the Service. The following is a partial list of the type of actions that you may not engage in with respect to the Service. You will not:

- impersonate any person or entity.
- solicit money from any Members.
- post any Content that is prohibited by Section 9.
- “stalk” or otherwise harass any person.
- express or imply that any statements you make are endorsed by the Company without our specific prior written consent.
- ask or use Members to conceal the identity, source, or destination of any illegally gained money or products.
- use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, “data mine”, or in any way reproduce or circumvent the navigational structure or presentation of the Website, Service or its contents.
- collect usernames and/or email addresses of members by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the Website.
- interfere with or disrupt the Service or the Website or the servers or networks connected to the Service or the Website.
- email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted to or through the Website or Service (either directly or indirectly through use of third party software), “frame” or “mirror” any part of the Service or the Website, without the Company's prior written authorization.
- use meta tags or code or other devices containing any reference to the Company.
- the Website or the Service (or any trademark, trade name, service mark, logo or slogan of the Company) to direct any person to any other website for any purpose.
- modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Service or the Website or any software used on or for the Service or the Website, or cause others to do so.
- post, use, transmit or distribute, directly or indirectly, (e.g. screen scrape) in any manner or media any content or information obtained from the Website or the Service other than solely in connection with your use of the Service in accordance with this Agreement.

10. Customer Service.

The Company provides assistance and guidance through its customer care representatives. When communicating with our customer care representatives (whether over the telephone, or via email or letter), you agree to not be abusive, obscene, profane, offensive, sexist, threatening, harassing, racially offensive, or to not otherwise behave inappropriately. Telephone calls between you and our customer care representatives may be recorded for quality assurance purposes. If we feel that your behavior towards any of our customer care representatives or other employees is at any time threatening or offensive, we reserve the right to immediately terminate your membership and you will not be entitled to any refund of unused subscription fees.

Copyright Policy; Notice and Procedure for Making Claims of Copyright Infringement

You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. Without limiting the foregoing, if you believe that your work has been copied and posted on the Service in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Website (and such description must be reasonably sufficient to enable the Company to find the alleged infringing material, such as a url);
- your address, telephone number and email address;
- a written 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
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Notice of claims of copyright infringement should be provided to the Zodiac Heartology, LLC at the following address:

P.O. Box 808
Unionville, PA 19375

The Company will terminate the accounts of repeat infringers.

As a service provider, Zodiac Heartology is not responsible for the content uploaded by its users.

11. Communications.

When you become a Member, you agree and consent to receive email messages from us. These emails may be transactional or relationship communications relating to the Service, such as administrative notices and service announcements or changes, or emails containing commercial offers, promotions or special offers from

us or third party partners. Please see the Company's Privacy Policy for more information regarding these communications.

12. Disclaimers.

You acknowledge and agree that neither the Company nor its affiliates and third party partners are responsible for and shall not have any liability, directly or indirectly, for any loss or damage, including personal injury or death, as a result of or alleged to be the result of (i) any incorrect or inaccurate Content posted on the Website or provided in connection with the Service, whether caused by Members or any of the equipment or programming associated with or utilized in the Website or Service; (ii) the timeliness, deletion or removal, incorrect delivery or failure to store any Content, communications or personalization settings; (iii) the conduct, whether online or offline, of any Member; (iv) any error, omission or defect in, interruption, deletion, alteration, delay in operation or transmission, theft or destruction of, or unauthorized access to, any user or Member communications; or (v) any problems, failure or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to Members or to any other person's computer related to or resulting from participating or downloading materials in connection with the Internet and/or in connection with the Service. **TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, THE COMPANY PROVIDES THE WEBSITE AND THE SERVICE ON AN "AS IS" AND "AS AVAILABLE" BASIS AND GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICE OR THE WEBSITE (INCLUDING ALL CONTENT CONTAINED THEREIN), INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE WEBSITE OR SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, SECURE OR THAT ANY DEFECTS OR ERRORS ON THE WEBSITE OR IN THE SERVICE WILL BE CORRECTED.**

1. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE OR WEBSITE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, OR LOSS OR CORRUPTION OF DATA THAT RESULTS OR MAY RESULT FROM THE DOWNLOAD OF ANY SUCH MATERIAL. IF YOU DO NOT ACCEPT THIS LIMITATION OF LIABILITY, YOU ARE NOT AUTHORIZED TO DOWNLOAD OR OBTAIN ANY MATERIAL THROUGH THE SERVICE OR WEBSITE.
2. From time to time, the Company may make third party opinions, advice, statements, offers, or other third party information or content available on the Website and/or through the Service. All third party content is the responsibility of the respective authors thereof and should not necessarily be relied upon. Such third party authors are solely responsible for such content. THE COMPANY DOES NOT: (I) GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY THIRD PARTY CONTENT ON THE WEBSITE OR PROVIDED THROUGH THE SERVICE, OR (II) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY THAT APPEARS ON

THE WEBSITE OR SERVICE. UNDER NO CIRCUMSTANCES WILL THE COMPANY OR ITS AFFILIATES BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM YOUR RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON THE WEBSITE OR SERVICE, OR TRANSMITTED TO OR BY ANY MEMBERS.

3. In addition to the preceding paragraph and other provisions of this Agreement, any advice that may be posted on the Website or through the Service is for informational and entertainment purposes only and is not intended to replace or substitute for any professional financial, medical, legal, or other advice. The Company makes no representations or warranties and expressly disclaims any and all liability concerning any treatment, action by, or effect on any person following the information offered or provided within or through the Website or Service. If you have specific concerns or a situation arises in which you require professional or medical advice, you should consult with an appropriately trained and qualified specialist.

13. Limitation on Liability.

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, BUSINESS PARTNERS, LICENSORS OR SERVICE PROVIDERS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, RELIANCE, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OR CORRUPTION OF DATA OR PROGRAMS, SERVICE INTERRUPTIONS AND PROCUREMENT OF SUBSTITUTE 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 TO THE COMPANY FOR THE SERVICE DURING THE TERM OF MEMBERSHIP. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE WEBSITE OR SERVICE OR THE TERMS OF THIS AGREEMENT MUST BE FILED WITHIN ONE YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

14. Arbitration and Governing Law.

1. The exclusive means of resolving any dispute or claim arising out of or relating to this Agreement (including any alleged breach thereof), the Service, or the Website shall be **BINDING ARBITRATION** administered by the American Arbitration Association. The one exception to the exclusivity of arbitration is that you have the right to bring an individual claim against the Company in a small-claims court of competent jurisdiction within the Commonwealth of Pennsylvania, Montgomery County. But whether you choose arbitration or small-claims court, you may not under any circumstances commence or maintain against the Company any class action, class arbitration, or other representative action or proceeding.
2. By using the Website or the Service in any manner, you agree to the above arbitration agreement. In doing so, **YOU GIVE UP YOUR RIGHT TO GO TO COURT** to assert or defend any claims between you and the Company (except

for matters that may be taken to small-claims court). **YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING.** Your rights will be determined by a **NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY.** The arbitrator can grant any relief that a court can, but you should note that arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. For details on the arbitration process, see our Arbitration Procedures.

3. Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction. In the event that this arbitration agreement is for any reason held to be unenforceable, any litigation against the Company (except for small-claims court actions) may be commenced only in the federal or state courts located in Montgomery County, Pennsylvania. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.
4. This Agreement, and any dispute between you and the Company, shall be governed by the laws of the Commonwealth of Pennsylvania without regard to principles of conflicts of law, provided that this arbitration agreement shall be governed by the Federal Arbitration Act.

15. Indemnity by You.

You agree to indemnify and hold the Company, its subsidiaries, and affiliates, and its and their officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of your breach of or failure to comply with this Agreement (including any breach of your representations and warranties contained herein), any postings or Content you post on the Website or as a result of the Service, and the violation of any law or regulation by you. The Company reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the Company in connection therewith.

16. Notice.

The Company may provide you with notices, including those regarding changes to this Agreement, using any reasonable means now known or hereafter developed, including by email, regular mail, SMS, MMS, text message or postings on the Website. Such notices may not be received if you violate this Agreement by accessing the Service in an unauthorized manner. You agree that you are deemed to have received any and all notices that would have been delivered had you accessed the Service in an authorized manner.

17. Entire Agreement; Other.

This Agreement, with the Privacy Policy and any specific guidelines or rules that are separately posted for particular services or offers on the Website, contains the entire agreement between you and the Company regarding the use of the Website and/or the Service. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. The failure of the Company to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or

provision. You agree that your online account is non-transferable and all of your rights to your profile or contents within your account terminate upon your death. No agency, partnership, joint venture or employment is created as a result of this Agreement and you may not make any representations or bind the Company in any manner.

18. Amendment.

This Agreement is subject to change by the Company at any time. If you are a non-subscribing Member at the time of any change, the revised terms will be effective upon posting on the Website and your use of the Service after such posting will constitute acceptance by you of the revised Agreement. If you are a subscribing Member at the time of any change, the then-existing Agreement will continue to govern your membership until such time that you renew your subscription as contemplated by Section 12. If you continue your subscription, your renewal will constitute acceptance by you of the revised Agreement. Alternatively, if you terminate your subscription at such time, your use of the Service after your termination will constitute acceptance by you of the Agreement.

19. Special State Terms.

The following provisions are added to this Agreement for subscribers residing in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio and Wisconsin:

You, the buyer, may cancel this agreement, without penalty or obligation, at any time prior to midnight of the third business day following the original date of this contract, excluding Sundays and holidays. To cancel this agreement, mail or deliver a signed and dated notice which states that you, the buyer, are canceling this agreement, or words of similar effect. This notice shall be sent to: ZodiacHeartology.com, Attn: Cancellations, P.O. Box 808, Unionville, Pennsylvania 19375, USA. Please include your match.com username and email address in any correspondence or your refund may be delayed. If you cancel, ZodiacHeartology.com will return, within ten days of the date on which you give notice of cancellation, any payments you have made. If you send or deliver the notice to cancel your subscription agreement within such three day period, we will refund the full amount of your subscription.

In the event that you die before the end of your subscription period, your estate shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your death. In the event that you become disabled (such that you are unable to use the services of ZodiacHeartology.com) before the end of your subscription period, you shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your disability by providing the company notice at the same address as listed above.

Please Contact Us with any questions regarding this agreement. ZodiacHeartology.com is a trademark of Zodiac Heartology, L.L.C.