

This is a legal agreement ("Agreement") between you and Time For Nine, LLC ("Time For Nine"). By using the Time For Nine website, (the "Website") you agree to be bound by these Terms of Use (this "Agreement"), whether or not you register as a member of Time For Nine ("Member"). If you wish to become a Member and make use of the Time For Nine service (the "Service"), please read these Terms of Use. **IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT USE THE SITE OR THE SERVICES.** Your use of, or participation in, certain Services may be subject to additional terms, and such terms will be either listed in this Agreement or will be presented to you for your acceptance when you sign up to use such Services.

The Time For Nine services consist of the following, without limitation: a dating service for single people ("Singles Service"). Time For Nine may offer additional services or revise any of the Services, at its discretion, and this Agreement will apply to all additional services or revised Services. Time For Nine also reserves the right to cease offering any of the Services.

This Agreement is subject to change by Time For Nine in its sole discretion at any time, with or without notice. Your continued use of this Site or the Services after the posting of revisions to this Agreement will constitute your acceptance of such revisions. Please consult the end of this Agreement to determine when the Agreement was last revised.

1. Eligibility.
2. Use of Site and Service.
3. Proprietary Rights.
4. User Information.
5. Links to Third-Party Web Sites / Dealings with Advertisers and Sponsors.
6. Disclaimer of Warranty.
7. Limitation of Liability.
8. Indemnification.
9. Complaints / Law Enforcement Contact.
10. Communication and Privacy.
11. Term and Termination.
12. Cancellations.
13. Renewals.
14. General Provisions.
15. Revision Date.

## **1. Eligibility.**

1. Minimum Age. You must be at least 18 years old to use the Site, and at least 18 years old to register for the Services. By using the Singles Service, you represent and warrant that you are at least 18 years old. Other Services may have other age requirements for all or portion of such

Services, and such other age requirements are stated on such Services or portions thereof.

2. Marital Status. By requesting to use, registering to use, or using the Singles Service, you represent and warrant that you are not married. If you are separated, but not yet legally divorced, you may not request to use, register to use, or use the Singles Service.
3. Criminal History. By requesting to use, registering to use, and/or using the Singles Service, you represent and warrant that you have never been convicted of a felony and are not required to register as a sex offender with any government entity. Time For Nine does not currently conduct criminal background screenings on its members. However, Time For Nine reserves the right to conduct a criminal background check, at any time and using available public records, to confirm your compliance with this subsection.

## **2. Use of Site and Service.**

As a user of the Site or a user registered to use any of the Services (a "Registered User"), you agree to the following:

1. Exclusive Use. Your account is for your personal use only. You may not authorize others to use your account, and you may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Time For Nine is not responsible for third party access to your account that results from theft or misappropriation of your user names and passwords.
2. Geographic Limitations. The Site and Services are intended for use in the United States. You will only use the Services in a manner consistent with this Agreement and any and all applicable local, state, national and international laws and regulations, including, but not limited to, United States export control laws. You are not located in, under the control of, or a national or resident of any country which the United States has (i) embargoed goods, (ii) identified as a "Specially Designated National", or (iii) placed on the Commerce Department's Table of Deny Orders. Registration for, and use of, the Services are void where prohibited. To the extent that the Services are not legal in your jurisdiction, you may not use the Services. The Services may not be used where prohibited by law.
3. Information Submitted. You are solely responsible for, and assume all liability regarding, (i) the information and content you contribute to the Service; (ii) the information and content you post, transmit, publish, or otherwise make available (hereinafter "post") through the Services; and (iii) your interactions with other Registered Users through the Services.

4. Risk Assumption and Precautions. You assume all risk when using the Services, including but not limited to all of the risks associated with any online or offline interactions with others, including dating. You agree to take all necessary precautions when meeting individuals through the Singles Service. You understand that Time For Nine makes no guarantees, either express or implied, regarding your ultimate compatibility with individuals you meet through the Singles Service or as to the conduct of such individuals. You further understand that Time For Nine makes no guarantees as to number or frequency of matches through the Singles Service.
5. Reporting of Violations. You will promptly report to Time For Nine any violation of the Agreement by others, including but not limited to, Registered Users.
6. Content Removal. Time For Nine reserves the right, but has no obligation, to monitor the information or material you submit to the Services or post in the public areas of the Services. Time For Nine will have the right to remove any such information or material that in its sole opinion violates, or may violate, any applicable law or either the letter or spirit of this Agreement or upon the request of any third party.
7. Posting and Communication Restrictions. You will not post on the Website, transmit to other users, communicate any content (or links thereto), or otherwise engage in any activity on the Site or through the Services, that:
  1. promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
  2. is intended to or tends to harass, annoy, threaten or intimidate any other users of the Site or Services;
  3. is defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, obscene or otherwise objectionable;
  4. contains others' copyrighted content (e.g., music, movies, videos, photographs, images, software, etc.) without obtaining permission first;
  5. 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);
  6. promotes or enables illegal or unlawful activities, such as instructions on how to make or buy illegal weapons or drugs, violate someone's privacy, harm or harass another person, obtain others'

identity information, create or disseminate computer viruses, or circumvent copy-protect devices;

7. intended to defraud, swindle or deceive other users of the Services;
  8. contains viruses, time bombs, trojan horses, cancelbots, worms or other harmful, or disruptive codes, components or devices;
  9. promotes or solicits involvement in or support of a political platform, religion, cult, or sect;
  10. disseminates another person's personal information without his or her permission, or collects or solicits another person's personal information for commercial or unlawful purposes;
  11. is off-topic, meaningless, or otherwise intended to annoy or interfere with others' enjoyment of the Site;
  12. impersonates, or otherwise misrepresents affiliation, connection or association with, any person or entity;
  13. solicits gambling or engages in any gambling or similar activity;
  14. uses scripts, bots or other automated technology to access the Site or Services;
  15. uses the Site or Services for chain letter, junk mail or spam e-mails;
  16. collects or solicits personal information about anyone under 18; or
  17. is in any way used for or in connection with spamming, spimming, phishing, trolling, or similar activities.
8. No False Information. You will not provide inaccurate, misleading or false information to Time For Nine or to any other user. If information provided to Time For Nine or another user subsequently becomes inaccurate, misleading or false, you will promptly notify Time For Nine of such change.
  9. No Advertising or Commercial Solicitation. You will not advertise or solicit any user to buy or sell any products or services through the Site or Services. You may not transmit any chain letters, junk or spam e-mail to other users. Further, you will not use any information obtained from the Services in order to contact, advertise to, solicit, or sell to any user without their prior explicit consent. If you breach the terms of this subsection and send or post unsolicited bulk email, "spam" or other unsolicited communications of any kind through the Services, you acknowledge that you will have caused substantial harm to Time For Nine, but that the amount of such harm would be extremely difficult to ascertain. As a

reasonable estimation of such harm, you agree to pay Time For Nine \$50 for each such unsolicited communication you send through the Services.

10. Unique and Bona Fide Profile. As a Registered User of the Singles Service, you will create only one unique profile. In addition, your use of the Singles Service must be for bona fide relationship-seeking purposes in order to maintain the integrity of the Singles Service (for example, you may not become a Registered User solely to compile a report of compatible singles in your area, or to write a school research paper). Not all registered users are available for matching. From time to time, Time For Nine may create test profiles in order to monitor the operation of the Services.
11. No Harassment of Time For Nine Employees or Agents. You will not harass, annoy, intimidate or threaten any Time For Nine employees or agents engaged in providing any portion of the Services to you.

### **3. Proprietary Rights.**

1. Ownership of Proprietary Information. You hereby acknowledge and agree that Time For Nine is the owner of highly valuable proprietary information, including without limitation, the compatibility matching system, compatibility profiles, and relationship questionnaires (collectively, "Confidential Information"). Time For Nine owns and hereby retains all proprietary rights in the Services and the Site, including but not limited to, all Confidential Information.
2. No Use of Confidential Information. You will not post, copy, modify, transmit, disclose, show in public, create any derivative works from, distribute, make commercial use of, or reproduce in any way any (i) Confidential Information or (ii) other copyrighted material, trademarks, or other proprietary information accessible via the Services, without first obtaining the prior written consent of the owner of such proprietary rights.
3. Other Users' Information. Other Registered Users may post copyrighted information, which has copyright protection whether or not it is identified as copyrighted. You agree that you will not copy, modify, publish, transmit, distribute, perform, display, commercially use, or sell any Time For Nine or third party proprietary information available via the Services or the Site.

### **4. User Information.**

1. Privacy Statement. For information about the collection and possible use of information and material provided by you, please click on Time For Nine's Privacy Statement located on the Site. By using the Site or the Services, you are consenting to the terms of Time For Nine's Privacy Statement.

2. No Contact Information. You agree that you will not post any e-mail addresses, personal website address or profile page you may have on a third party website. You may, at your discretion, exchange such information with other Members during your arranged date.
3. Disclosure By Law. You acknowledge and agree that Time For Nine may disclose information you provide if required to do so by law, at the request of a third party, or if we, in our sole discretion, believe that disclosure is reasonable to (1) comply with the law, requests or orders from law enforcement, or any legal process (whether or not such disclosure is required by applicable law); (2) protect or defend Time For Nine's, or a third party's rights or property; or (3) protect someone's health or safety, such as when harm or violence against any person (including the user) is threatened.
4. Disclosure to Protect Abuse Victims. Notwithstanding any other provision of this Agreement or the Privacy Statement, Time For Nine reserves the right, but has no obligation, to disclose any information that you submit to the Services, if in its sole opinion, Time For Nine suspects or has reason to suspect, that the information involves a party who may be the victim of abuse in any form. Abuse may include, without limitation, elder abuse, child abuse, spousal abuse, neglect, or domestic violence. Information may be disclosed to authorities that Time For Nine, in its sole discretion, deems appropriate to handle such disclosure. Appropriate authorities may include, without limitation, law enforcement agencies, child protection agencies, or court officials. You hereby acknowledge and agree that Time For Nine is permitted to make such disclosure.
5. Use of Anonymous Information for Research. By using the Services, you agree to allow Time For Nine to anonymously use the information from you and your experiences through the Services to continue Time For Nine's research into successful relationships and to improve the Services.

## **5. Links to Third-Party Web Sites / Dealings with Advertisers and Sponsors.**

The Services may contain links to web sites of third-parties, including without limitation, advertisers, which are not under the control of Time For Nine, and Time For Nine is not responsible for the content of any linked site or any link contained in a linked site, or any changes or updates to such web sites. Time For Nine provides these links to you only as a convenience, and the inclusion of any link does not imply that Time For Nine endorses or accepts any responsibility for the content on such third-party web site. Your correspondence or business dealings with, or participation in promotions of, advertisers or sweepstakes sponsors found on or through the Services (including payment and delivery of related goods or services, any personal information or opt-in contact information voluntarily given to advertisers and sweepstake sponsors, and any other terms, conditions, warranties or representations associated with such dealings) are

solely between you and such advertiser or sweepstakes sponsor. You agree that Time For Nine will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, including the sharing of the information you supply to Time For Nine with advertisers or sweepstakes sponsors, or as the result of the presence of such advertisers on the Services. Please visit our Privacy Statement to learn more about how we use your information.

## **6. Disclaimer of Warranty.**

1. No Warranties. THIS SECTION WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. TIME FOR NINE PROVIDES THE SERVICES 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 SERVICES OR THE SITE (INCLUDING ALL INFORMATION CONTAINED THEREIN), INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. TIME FOR NINE DOES NOT WARRANT THAT YOUR USE OF THE SERVICES WILL BE SECURE, UNINTERRUPTED, ALWAYS AVAILABLE, ERROR-FREE OR WILL MEET YOUR REQUIREMENTS, OR THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED. TIME FOR NINE DISCLAIMS LIABILITY FOR, AND NO WARRANTY IS MADE WITH RESPECT TO, THE CONNECTIVITY AND AVAILABILITY OF THE SERVICES.
2. Third Party Content. Opinions, advice, statements, offers, or other information or content made available through the Services, but not directly by Time For Nine, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. TIME FOR NINE DOES NOT: (i) GUARANTEE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED ON THE SERVICES, OR (ii) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY OTHER THAN TIME FOR NINE. UNDER NO CIRCUMSTANCES WILL TIME FOR NINE BE RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM ANYONE’S RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON THE SERVICES, OR TRANSMITTED TO OR BY ANY USERS.
3. Beta Features. From time to time, Time For Nine may offer new “beta” features or tools with which its users may experiment on the Services. Such features or tools are offered solely for experimental purposes and without any warranty of any kind, and may be modified or discontinued at

Time For Nine's sole discretion. The provisions of this Disclaimer of Warranty section apply with full force to such features or tools.

## **7. Limitation of Liability.**

1. Incidental Damages and Aggregate Liability. IN NO EVENT WILL TIME FOR NINE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE THE SERVICES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OR CORRUPTION OF DATA OR PROGRAMS, SERVICE INTERRUPTIONS AND PROCUREMENT OF SUBSTITUTE SERVICES, EVEN IF TIME FOR NINE KNOWS OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL TIME FOR NINE'S AGGREGATE LIABILITY, IN ANY FORM OF ACTION WHATSOEVER IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE SERVICES OR THE SITE, EXCEED THE PRICE PAID BY YOU FOR YOUR ACCOUNT, OR, IF YOU HAVE NOT PAID TIME FOR NINE FOR THE USE OF ANY SERVICES, THE AMOUNT OF US\$25.00 OR ITS EQUIVALENT.
2. No Liability for non-Time For Nine Actions. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TIME FOR NINE 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 SERVICES, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM COMMUNICATIONS OR MEETINGS WITH OTHER REGISTERED USERS OF THE SERVICES. THIS INCLUDES ANY CLAIMS, LOSSES OR DAMAGES ARISING FROM THE CONDUCT OF USERS WHO HAVE REGISTERED UNDER FALSE PRETENSES OR WHO ATTEMPT TO DEFRAUD OR HARM YOU.
3. Information Verification. Time For Nine and its contractors may use various ways of verifying information that users have provided. However, none of those ways are perfect, and you agree that Time For Nine and its contractors will have no liability to you arising from any incorrectly verified information.

## **8. Indemnification.**

You agree to indemnify, defend and hold harmless Time For Nine, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of

(a) your use of or inability to use the Site or Services, (b) any user postings made by you, (c) your violation of any terms of this Agreement or your violation of any rights of a third party, or (d) your violation of any applicable laws, rules or regulations. Time For Nine reserves the right, at its 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 Time For Nine in asserting any available defenses.

## **9. Complaints / Law Enforcement Contact.**

To resolve a complaint regarding the Service, you should contact Time For Nine by phone at (714) 864-4980 or e-mail at [info@TimeForNine.com](mailto:info@TimeForNine.com).

## **10. Communication and Privacy.**

We may use your email address to send you messages notifying you of important changes to the Services or special offers. Further, we may contact you by telephone if you voluntarily provide us with your telephone number, in order to communicate with you regarding the Services. If you do not want to receive such email messages or telephone calls (including at any wireless number you may have voluntarily provided us), please notify Time For Nine at (714) 864-4980 or e-mail at [info@TimeForNine.com](mailto:info@TimeForNine.com).

## **11. Term and Termination.**

This Agreement will become effective upon your acceptance of the Agreement by your use of the Site or the Services and will remain in effect in perpetuity unless terminated hereunder. Either you or Time For Nine may terminate your account at any time, for any reason or no reason, without explanation, effective upon sending written notice to the other party. Time For Nine reserves the right to immediately suspend or terminate your access to any of the Services, without notice, for any reason or no reason. We also reserve the right to remove your account information or data from our Services and any other records at any time at our sole discretion. In the event your access to any of the Services is suspended due to the breach of this Agreement, you agree that all fees then paid to Time For Nine by you will be nonrefundable and all outstanding or pending payments will immediately be due. You may terminate your account by sending a notice of cancellation to: Time For Nine, LLC, Attn: Cancellations, 513 N. Cambridge St., Orange, California 92867. Following any termination of any Registered User's use of the Singles Service, Time For Nine reserves the right to

send a notice thereof to other Registered Users which whom you have corresponded.

## 12. Cancellations.

1. Cancellation At Any Time With No Refund. You may cancel your registration or subscription to any Services at any time during the term of such registration or subscription or any renewal period by sending your notice of cancellation to: Time For Nine, LLC, Attn: Cancellations, 513 N. Cambridge St., Orange, California 92867. In such case, your subscription will terminate at the end of the subscription term for which you have paid, and you will not receive any refund for any unused days of such subscription term.
2. Cancellation As a Result of Death or Disability. If by reason of death or disability you are unable to receive all Singles Services for which you contracted, you or your 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, except as provided in subsection (iii).
  - i. If you have prepaid any amount for the Singles Service, so much of the amount prepaid that is allocable to services that you have not received will be promptly refunded to you or your representative.
  - ii. "Disability" means a condition which precludes you from physically using the Singles Service during the term of disability and the condition is verified in writing by a physician designated and remunerated by you. Written verification from the physician must be presented to Time For Nine.
  - iii. If the physician determines that the duration of the disability will be less than six (6) months, Time For Nine may extend the term of the Single Services contract for a period of six (6) months at no additional charge to you in lieu of cancellation.

## 13. Renewals.

In order to provide continuous service, Time For Nine automatically renews all paid subscriptions for Services 24 hours before such subscriptions expire. Such renewals are generally for the same duration as the original subscription term (for example, a 1-month subscription will renew on a monthly basis, a 3-month subscription will renew on a 3-month basis, and so on), except for annual subscriptions which will renew on a monthly basis after expiration of the annual period. In addition, we sometimes offer special promotions that have renewal periods of different duration than the original subscription term. We always communicate renewal periods to you upon confirmation of your subscription and

in the body of any special promotions that have renewal periods of different duration than the original subscription term. By entering into this Agreement, you acknowledge that your account will be subject to the above-described automatic renewals. In all cases, if you do not wish your account to renew automatically, please follow the directions set out under "Cancellation At Any Time With No Refund" above.

#### **14. General Provisions.**

1. Controlling Law and Jurisdiction. You agree that California law (without giving effect to its conflicts of law principles) will govern this Agreement, the Site and the Services and that any dispute arising out of or relating to this Agreement, the Site or the Services will be subject to the exclusive jurisdiction and venue of the federal and state courts in the Central District of California. You acknowledge and agree that any violation of this Agreement may cause Time For Nine irreparable harm, and therefore agree that Time For Nine will be entitled to seek extraordinary relief in court, including but not limited to temporary restraining orders, preliminary injunctions and permanent injunctions without the necessity of posting a bond or other security, in addition to and without prejudice to any other rights or remedies that Time For Nine may have for a breach of this Agreement.
2. Miscellaneous. This Agreement, which you accept upon registration for the Services, the Privacy Statement located on the Site, and any applicable payment, renewal, Additional Services terms, comprise the entire agreement between you and Time For Nine regarding the use of this Service, superseding any prior agreements between you and Time For Nine related to your use of this Site or Services (including, but not limited to, any prior versions of this Agreement). Unless otherwise explicitly stated, the Agreement will survive termination of your registration to the Service. The failure of Time For Nine to exercise or enforce any right or provision of this Agreement does not constitute a waiver of such right or provision. If any provision of this Agreement is held invalid, the remainder of this Agreement will continue in full force and effect. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Site or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in this Agreement are for convenience only and have no legal or contractual effect.

#### **15. Revision Date.**

This Agreement was last revised on December 29, 2008.

# Time For Nine LLC Privacy Policy

- What Information We Collect
- How We Collect and Use Information
- Disclosure of Your Information to Third Parties
- Third-Party Advertising
- Age Restrictions
- Security
- Choice/Opt-Out
- Updating Your Information
- Contacting the Website
- Acceptance of Privacy Statement

If you have questions or concerns regarding this statement, you should first contact the website by writing to Time For Nine, LLC, 513 N. Cambridge St., Orange, California 92867 USA, or by sending an email to [info@Time For Nine.com](mailto:info@TimeForNine.com).

This privacy statement discloses the privacy practices of Time For Nine, LLC and all websites owned or operated by Time For Nine, LLC and its subsidiaries and corporate affiliates.

## What Information We Collect

The types of information that we collect fall under two general categories: personally identifiable information (PII) and non-personally identifiable information (non-PII). PII consists of any information which can be used to specifically identify you as an individual, whereas non-PII consists of aggregate information or any information that does not reveal your identity. The following sections describe how your PII and non-PII are collected by us, and how we use such information.

## How We Collect and Use Information

- Log Files. Any time you visit any of our websites, our servers automatically gather information from your browser (such as your IP addresses, browser type, Internet service provider (ISP), referring/exit pages, platform type, date/time stamp, and number of clicks) to analyze trends, administer the site, prevent fraud, track visitor movement in the aggregate, and gather broad demographic information. For example, we may log your IP address for system administration purposes. IP addresses are logged to track a user's session. This gives us an idea of which parts of our site users are visiting. We do not share the log files externally.
- Information About You. When you register or subscribe to any of our services, we collect a wide variety of information about you. For our Singles service, for example, you provide us with answers to our

questionnaire, and we use your answers to build a personality profile for you and to match you with other compatible singles. Your individual responses to the questions about your personality in our questionnaire will be held strictly confidential, while other non-PII about yourself (such as first name, occupation, height, etc.) will be used to build your “about me” profile. You may choose to provide us with your photo(s) or video(s) and by providing us such content, you agree that we may make them available to your matches and users of Time For Nine’s services. Except as otherwise stated in this privacy statement, we do not disclose your PII to your matches or other users of our services.

- Purchase Information. To process purchases, we may require your name, address, phone number, email address and credit card information. Such information is used primarily to process your order or as otherwise described herein. Credit card transactions are processed through industry standard Secure Socket Layer (SSL) and/or strong encryption (3DES) by a third party, which only uses your information for that purpose.
- E-mails and Telephone Calls. We require an e-mail address from you when you register for our services. We use your e-mail for both transactional (e.g., order confirmation, refund and renewal processing, notifying of matches for our Singles service) and promotional (e.g., newsletters, new product offerings, special discounts, event notifications, special third-party offers) purposes. E-mail messages we send you may contain code that enables our database to track your usage of the e-mails, including whether the e-mail was opened and what links (if any) were clicked. If you would rather not receive promotional e-mails from us, please see the section below labeled “Choice/Opt-Out”. We reserve the right to send you certain communications relating to the Time For Nine services, such as service announcements and administrative messages, without offering you the opportunity to opt out of receiving them. We may also contact you by telephone or text message (including to any wireless number you may provide to us) solely in connection with Time For Nine’s services. If you would rather not receive telephone calls or text messages from us, you may change or delete your number from your account preferences page(s), or ask to be removed from our contact list if you receive a call or text message from us. We fully comply with the requirements of the U.S. CAN-SPAM Act.
- Demographic Data. Demographic data is also collected at our site. We use this data to tailor our visitors’ experience at our site, showing them content that we think they might be interested in, and displaying the content according to their preferences. Some of this information may be shared with advertisers on a non-personally identifiable basis.
- Online Survey Data. We may periodically conduct voluntary member surveys. We encourage our members to participate in such surveys

because they provide us with important information regarding the improvement of our services. You may also volunteer for certain surveys that we may offer to our users, and any additional rules regarding the conduct of such surveys will be disclosed to you prior to your participation. We do not link the survey responses to any PII, and all responses are anonymous.

- Information Regarding Your Friends. We encourage you to refer a friend to our Singles service by sending us a friend's name and email address. We will keep this information in our database, and send that person a one-time e-mail containing your name and inviting them to visit our site. This e-mail will also include instructions on how to remove their information from our database. You agree that you will not abuse this feature by entering names and addresses of those who would not be interested in Time For Nine's services. For some of our services, you may also give gift memberships to your friends, in which case we will use your friends' e-mail address that you provide in order to deliver the gift.
- Use for Research. In addition to the uses outlined above, by using our site, you agree to allow us to anonymously use the information from you and your experiences to continue our research into successful relationships.

### **Disclosure of Your Information to Third Parties**

- Disclosure By Law. You acknowledge and agree that we may disclose information you provide if required to do so by law, at the request of a third party, or if we, in our sole discretion, believe that disclosure is reasonable to (1) comply with the law, requests or orders from law enforcement, or any legal process (whether or not such disclosure is required by applicable law); (2) protect or defend Time For Nine's, or a third party's, rights or property; or (3) protect someone's health or safety, such as when harm or violence against any person (including you) is threatened.
- Disclosure to Protect Abuse Victims. Notwithstanding any other provision of this privacy statement or our Terms and Conditions of Service, we reserve the right, but have no obligation, to disclose any information that you submit to the services, if in our sole opinion, we suspect or have reason to suspect, that the information involves a party who may be the victim of abuse in any form. Abuse may include, without limitation, elder abuse, child abuse, spousal abuse, neglect, or domestic violence. Information may be disclosed to authorities that we, in our sole discretion, deem appropriate to handle such disclosure. Appropriate authorities may include, without limitation, law enforcement agencies, child protection agencies, or court officials. You hereby acknowledge and agree that we are permitted to make such disclosure.

- Disclosure to Trusted Third Parties By Us. We may share your non-PII with third parties, but not in a manner that would reveal your identity. We may share your PII, sometimes in conjunction with your non-PII, with service providers that may be associated with us to perform functions on our behalf. For example, outsourced customer care agents or technology assistants may need access to your information to perform services for you. Your information will be treated as private and confidential by such service providers and not used for any other purpose than we authorize. In addition, from time to time, we may share PII (such as e-mail or mailing address) about our user base with carefully selected third parties, so they can offer goods and services that we believe may be of interest to our users. If you do not wish to receive offers from our trusted partners, you can change your e-mail preferences at any time by following the steps outlined in the “Choice/Opt-Out” section below.
- Disclosure to Trusted Third Parties at Your Request. When purchasing an Time For Nine subscription or while visiting our site, we may provide you with advertisements, promotions, sweepstakes and offers from third party providers. If you choose to accept any such offers, you may either (depending on the situation) directly provide your information in connection with the offer to such third party provider, or we will provide your information, including billing information, to the third party provider by pre-populating the offer registration forms. Your information will not be transferred until you actually accept the offer. You may opt-out of the offer at any time up until this point. Please refer to the third party provider’s own privacy policy (provided on the offer pages) if you have any questions regarding how your information is used by such providers. Please be aware that these offers may be presented on pages framed by an Time For Nine website. We do this to provide a seamless experience. Although these offer pages have the look and feel of our websites, you will be submitting your information directly to the third-party advertiser. You agree that we will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, including the sharing of the information you supply to us with third party providers described here, or as the result of the presence of such providers on an Time For Nine site.
- Information Transferred As a Result of Sale of Business. As we develop our business, we may buy or sell assets and, depending on the transaction, your PII may be one of the transferred assets. In the event that we are acquired by another company, your PII may be part of the assets transferred to the acquiring party. If this occurs, you will be notified if there are any material changes to the way your PII is collected or used.

### **Third-Party Advertising**

We may use third-party advertising agencies or other service providers to serve ads on our website on behalf of Time For Nine or third-party advertisers (e.g.,

retailers of goods or services). These companies may employ cookies and web beacons to measure advertising effectiveness. Any information that these third parties collect via cookies and web beacons is completely anonymous.

We will only share your information with third parties in the ways defined in this privacy statement.

### **Age Restrictions**

Our age restrictions for different services are set forth in each applicable Terms and Conditions of Service. We do not target our sites or services to children under the age of 18, and in compliance with the Children's Online Privacy Protection Act, any information we may receive from users we believe to be under the age of 18 will be purged from our database.

### **Security**

We have extensive security measures in place to protect the loss, misuse and alteration of the information stored in our database. These measures include the use of Secure Socket Layer (SSL) and/or strong encryption (3DES) technology during credit card transactions and administrative access to site data, as well as other proprietary security measures which are applied to all repositories and transfers of user information. We will exercise reasonable care in providing secure transmission of information between your computer and our servers, but given that no information transmitted over the Internet can be guaranteed 100% secure, we cannot ensure or warrant the security of any information transmitted to us over the Internet and hence accept no liability for any unintentional disclosure.

### **Links to Other Sites**

We are not responsible for the privacy practices or the content of other websites that may be linked to this site or of any third party advertisers.

### **Choice/Opt-Out**

You may use the following options for removing your information from our e-mail database if you wish to opt out of receiving promotional e-mails and newsletters.

1. Click on the "unsubscribe" link on the bottom of the e-mail;
2. Send mail to the following postal address letting us know which promotional e-mails you wish to opt-out of:  
Time For Nine, LLC  
513 N. Cambridge St.  
Orange, CA 92867 USA

## Updating Your Information

Time For Nine provides users the following options for changing and modifying information previously submitted.

1. For the Time For Nine Singles service send us an email at [info@TimeForNine.com](mailto:info@TimeForNine.com), providing us with the information you wish to update and our Customer Care agents will be happy to assist you.
2. You can send mail to the postal address listed above, providing us with your account information and letting us know which information you wish to update.

## Contacting the Website

If you have any questions about this privacy statement, the practices of this site, or your dealings with any Time For Nine websites, you can contact:

Site Administrator  
Time For Nine, LLC  
513 N. Cambridge St.  
Orange, CA 92867 USA

## Acceptance of Privacy Statement

Your use of our website(s), including any dispute concerning privacy, is subject to this privacy statement and the applicable Terms and Conditions of Service. **BY USING OUR WEBSITE, YOU ARE ACCEPTING THE PRACTICES SET OUT IN THIS PRIVACY STATEMENT AND THE APPLICABLE TERMS AND CONDITIONS OF SERVICE.**

If we decide to change our privacy policy, we will post those changes to this privacy statement page and any other places we deem appropriate so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it. We reserve the right to modify this privacy statement at any time, so please review it frequently. If we make material changes to this policy, we will notify you here, or by other means, such as e-mail, at our discretion.

Your continued use of any portion of our website following posting of the updated privacy statement will constitute your acceptance of the changes.

## Effective Date

This privacy statement was last revised on December 29, 2008.