



Terms of Service

PLEASE READ THE FOLLOWING TERMS OF SERVICE (the "TERMS") CAREFULLY BEFORE USING MATCHMAKING PRO ("MPRO") WEB-BASED SOLUTIONS ("MPRO SOLUTIONS"). THE USE OF ANY MPRO SOLUTIONS WILL SIGNIFY YOUR AGREEMENT TO BE BOUND BY THE TERMS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT USE MPRO SOLUTIONS.

Purpose of Agreement

MPRO SOLUTIONS are made available to you subject to the following terms and conditions. We may also offer other services under different terms and conditions. You may use MPRO SOLUTIONS only if you are above 21 years of age. By using MPRO SOLUTIONS you represent that you are 21 years or older.

Description of Service

We provide an array of services ("Service" and "Services") for all your matchmaking needs: lead tracking, customer relationship management, search & matching tool, alerts to better serve your clients, and more. You may connect to the Services using any Internet browser. You are responsible for obtaining access to the Internet and the equipments necessary to use the Services.

Subscription to Beta Service

We may offer certain Services as open beta services ("Beta Service" or "Beta Services") for the purpose of testing and evaluation. You agree that we have the sole authority and discretion to determine the period of time for testing and evaluation of Beta Services. We will be the sole judge of the success of such testing and the decision, if any, to offer the Beta Services as commercial services. You will be under no obligation to acquire a subscription to use any paid Service as a result of your subscription to any Beta Service. We reserve the right to fully or partially discontinue, at any time and from time to time, temporarily or permanently, any of the Beta Services with or without notice to you. You agree that MPRO will not be liable to you or to any third party for any harm related to, arising out of, or caused by the modification, suspension or discontinuance of any of the Beta Services for any reason.

Source Code

"Source Code" means the CRM code, including all modules it contains, plus any associated interface definition files, or scripts used. You may not modify MPRO Source Code in any way. You may not sell this Source Code or profit from installation, support or other means.

Modification of Terms of Service

We may modify the Terms upon notice to you at any time. These modifications may include, without limitation, payment for the Services. You will be provided notice of any such modification by electronic mail or by reading the changes on the web at http://matchmakingpro.com/CRM/matchmaker_signup/toa.pdf. You will be provided the option to terminate your use of the Services if the Terms are modified in a manner that substantially affects your rights in connection with use of the Services. Your continued use of the

Service after notice of any change to the Terms will be deemed to be your agreement to the amended Terms.

Member Registration Obligations

In consideration of your use of the Services, you agree to: a) provide true, accurate, current and complete information about yourself as prompted by the Registration Process ("Registration Data"); and b) maintain and promptly update your Registration Data to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, outdated, or incomplete, or if MPRO has reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, MPRO may terminate your Account and refuse current or future use of any or all of the Services.

Personal Information and Privacy

Personal information you provide to MPRO through the Service is governed by [MPRO Privacy Policy](#). Your election to use the Service indicates your acceptance of the terms of the [MPRO Privacy Policy](#). You are responsible for maintaining confidentiality of your Login ID, Password, Company Name, and other sensitive information. You are responsible for all activities that occur in your Account and you agree to inform us immediately of any unauthorized use of your Account by email to crm@matchmakingpro.com or by calling us on any of the numbers listed at www.matchmakingpro.com/contact. We are not responsible for any loss or damage to you or to any third party incurred as a result of any unauthorized access and/or use of your Account, or otherwise.

Communications from MPRO

The Service may include certain communications from MPRO, such as service announcements, administrative messages and newsletters. You understand that these communications shall be considered part of using the Services. As part of our policy to provide you total privacy, we also provide you the option of opting out from receiving newsletters from us. However, you will not be able to opt-out from receiving service announcements and administrative messages.

Fees and Payments

Subscriptions to paid Services are available on monthly and yearly subscription plans. Your subscription will be automatically renewed at the end of each subscription period unless you inform us that you do not wish to renew the subscription. The subscription fee will be charged to the Credit Card last used by you. If you would like the payment for the renewal to be made through a different Credit Card or if you do not wish to renew the subscription, you agree to inform us at least thirty (30) days prior to the renewal date, which means at least 30 days prior to the next billing cycle. MPRO reserves the right to change the subscription fee and to charge for use of Services that are currently available free of charge. Information on the subscription options and charges for all paid Services is available at <http://matchmakingpro.com/CRM/pricing/>.

Restrictions on Use

In addition to all other terms and conditions of this Agreement, you shall not: (i) transfer or otherwise make available to any third party the Services; (ii) provide any service based on the Services without prior written permission; (iii) use the third party links to sites without agreeing to their website terms & conditions; (iv) post links to third party sites or use their logo, company name, etc. without their prior written permission; or (v) use the Services for spamming and other illegal purposes.

Spamming and Illegal Activities

You agree to be solely responsible for the contents of your transmissions through the Services. You agree not to use the Services for illegal purposes or for the transmission of material that is unlawful, defamatory, harassing, libelous, invasive of another's privacy, abusive, threatening, harmful, vulgar, pornographic, obscene, or is otherwise objectionable, offends religious sentiments, promotes racism, contains viruses, or that which infringes or may infringe intellectual property or other rights of another. You agree not to use the Services for the transmission of "junk mail", "spam", "chain letters", "phishing" or unsolicited mass distribution of email. We reserve the right to terminate your access to the Services if there are reasonable grounds to believe that you have used the Services for any illegal or unauthorized activity.

Inactive User Accounts Policy

We reserve the right to terminate unpaid accounts or accounts that are inactive for a continuous period of 120 days. In the event of such termination, all data associated with such account will be deleted. We will provide you prior notice of such termination and backup of your data by email. The data deletion policy may be implemented with respect to any or all of the Services. In case of accounts with more than one user, if at least one of the users is active, the account will not be considered inactive.

Data Ownership

We respect your right to ownership of content created or stored by you. You own the content created or stored by you. Unless specifically permitted by you, your use of the Services does not grant MPRO the license to use, reproduce, adapt, modify, publish or distribute the content created by you or stored in your Account for MPRO's commercial, marketing or any similar purpose. But you grant MPRO permission to access, copy, distribute, store, transmit, reformat, publicly display and publicly perform the content of your account solely as required for the purpose of providing the Services to you.

User Generated Content

You may transmit (to clients or other matchmakers of your liking) or publish content created by you using any of the Services or otherwise. However, you shall be solely responsible for such content and the consequences of its transmission or publication. Any content made public or transferred to a third party may be publicly accessible through the internet and may be crawled and indexed by search engines. You are responsible for ensuring that you do not accidentally make any private content publicly available. Any content that you may receive from other users of the Services, is provided to you AS IS for your information and personal use only and you agree not to use, copy, reproduce, distribute, transmit, broadcast, display, sell, license or otherwise exploit such content for any purpose, without the express written consent of the person who owns the rights to such content. In the course of using any of the Services, if you come across any content with copyright notice(s) or any copy protection feature(s), you agree not to remove such copyright notice(s) or disable such copy protection feature(s) as the case may be. By making any copyrighted/copyrighable content available on any of the Services you affirm that you have the consent, authorization or permission, as the case may be from every person who may claim any rights in such content to make such content available in such manner. Further, by making any content available in the manner aforementioned, you expressly agree that MPRO will have the right to block access to or remove such content made available by you, if MPRO receives complaints concerning any illegality or infringement of third party rights in such content. By using any of the Services and transmitting or publishing any content using such service, you expressly consent to determination of questions of illegality or infringement of third party rights in such content by the agent designated by MPRO for this purpose.

Sample files and Applications

MPRO may provide sample files and applications for the purpose of demonstrating the possibility of using the Services effectively for specific purposes. The information contained in any such sample files and

applications consists of random data. MPRO makes no warranty, either express or implied, as to the accuracy, usefulness, completeness or reliability of the information or the sample files and applications.

Trademark

Matchmaking Pro, Matchmaking Pro CRM, and their logos are trademarks of Matchmaking Pro, Inc. You agree not to display or use, in any manner, the MPRO trademarks, without MPRO's prior permission.

Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN AS-IS-AND-AS-AVAILABLE BASIS. MPRO EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MPRO MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR VIRUS FREE. USE OF ANY MATERIAL DOWNLOADED OR OBTAINED THROUGH THE USE OF THE SERVICES SHALL BE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE TELEPHONE, WIRELESS DEVICE OR DATA THAT RESULTS FROM THE USE OF THE SERVICES OR THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, OBTAINED BY YOU FROM MPRO, ITS EMPLOYEES OR REPRESENTATIVES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

Limitation of Liability

YOU AGREE THAT MPRO SHALL, IN NO EVENT, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER LOSS OR DAMAGE WHATSOEVER OR FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, COMPUTER FAILURE, LOSS OF BUSINESS INFORMATION, OR OTHER LOSS ARISING OUT OF OR CAUSED BY YOUR USE OF OR INABILITY TO USE THE SERVICE, EVEN IF MPRO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH MPRO RELATED TO ANY OF THE SERVICES SHALL BE TERMINATION OF SUCH SERVICE. IN NO EVENT SHALL MPRO'S ENTIRE LIABILITY TO YOU IN RESPECT OF ANY SERVICE, WHETHER DIRECT OR INDIRECT, EXCEED THE FEES PAID BY YOU TOWARDS SUCH SERVICE.

Indemnification

You agree to indemnify and hold harmless MPRO, its officers, directors, employees, suppliers, and affiliates, from and against any losses, damages, fines and expenses (including attorney's fees and costs) arising out of or relating to any claims that you have used the Services in violation of another party's rights, in violation of any law, in violations of any provisions of the Terms, or any other claim related to your use of the Services.

Arbitration

Any controversy or claim arising out of or relating to the Terms shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The decision of the arbitrator shall be final and unappealable. The arbitration shall be conducted in New York City, NY Usa, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Notwithstanding anything to the contrary, MPRO may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction.

Suspension and Termination

We may suspend your MPRO Account or temporarily disable access to whole or part of any Service in the event of any suspected illegal activity, extended periods of inactivity or requests by law enforcement or other government agencies. Objections to suspension or disabling of MPRO Accounts should be made to crm@matchmakingpro.com within thirty days of being notified about the suspension. We may terminate a suspended or disabled MPRO Account after thirty days. We will also terminate your MPRO Account on your request. In addition, we reserve the right to terminate your MPRO Account and deny the Services upon reasonable belief that you have violated the Terms and to terminate your access to any Beta Service in case of unexpected technical issues or discontinuation of the Beta Service. Termination of MPRO Account will include denial of access to all Services, deletion of your Account information such as your Login ID and Password and deletion of all data in your MPRO Account.

END OF TERMS OF SERVICE

If you have any questions or concerns regarding this agreement, please contact us at crm@matchmakingpro.com.

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