

Terms of Service

Please read this document carefully before proceeding.

W2 Ventures, LLC, dba domesticmatch.com (Domestic | Match), the owner of the domesticmatch.com website, makes the Domestic | Match.com website (the “Website”) available for service providers “Candidates” to register and provide information about their services only subject to your acceptance and agreement with the terms and conditions in this document and any changes that Domestic | Match may publish from time to time (collectively the “Agreement”), and subject to your agreement with the Terms of Use on the Website. This Agreement and the Terms of Use contain restrictions, limitations, warranty and liability disclaimers and other terms and conditions. By selecting the “I Accept” button, you are confirming your acceptance of and agreeing to be bound by the terms and conditions of this Agreement and of the Terms of Use. If you do not agree to the terms, do not select the “I Accept” button. We expressly reserve the right to change the terms of this Agreement from time to time without notice to you. If changes are made, Domestic | Match will include the updated terms on the Website. You agree that it is your responsibility to review this Website from time to time and to familiarize yourself with any modifications. Use of Information. I understand and agree that Domestic | Match does not discriminate in placements or referrals and that no information on this application is used for the purposes of limiting any applicant for consideration, placement, or employment on any basis prohibited by applicable laws or other regulations.

I release Domestic | Match and it's owners, agents, employees, attorneys, representatives or clients from any and all liability as a result of soliciting, providing, or receiving information about me or my character, or the disclosure of such information. I understand and agree that the information supplied on this application has been given for the purpose of evaluating my qualifications for placement with Domestic | Match clients. I understand and agree that Domestic | Match in no way guarantees my referral, placement, employment or terms of employment. I understand and agree that all employment terms and conditions will

be determined by me and the Domestic | Match client that hires me. I understand and agree that Domestic | Match will not be responsible for my direction, supervision, control or compensation, and that the Domestic | Match CLIENT WILL BE MY EMPLOYER.

I understand and agree that if Domestic | Match refers me to a client, I will notify Domestic | Match if the client hires me or otherwise engages my services. I will keep Domestic | Match informed about any communication with the client during the placement process.

Domestic | Match assumes no liability or responsibility for, and makes no representations or warranties about, any information or services it provides. Your use of Domestic | Match's services is at your own risk. Domestic | Match does not employ or exercise control over clients and disclaims all responsibilities for clients' conduct.

By accepting this document, to the maximum extent allowed by law, you waive and release Domestic | Match and its owners, agents, employees, affiliated entities, attorneys, and representatives from all liability, including but not limited to liability arising from negligence or the actions of any third party, including but not limited to clients.

Limitation Of Damages: In no event will Domestic | Match, or its officers, directors, employees, agents, suppliers, successors, assigns or affiliates be liable to you or any third party for any indirect, special, punitive, incidental or consequential damages or loss of any kind, or any other damages whatsoever (including without limitation damages for the loss of business, loss of profits, or the like), whether based on breach of contract, tort (including negligence), product liability or otherwise, even if it has been advised of the possibility of such damages. Additionally, in no event will Domestic | Match's total, aggregate liability under this agreement for all claims of any nature arising hereunder exceed \$100. This limitation is cumulative for all claims howsoever arising under this agreement, and this limitation is cumulative for all claims howsoever arising under this agreement, and this limitation shall apply even if the remedies provided in this agreement shall fail their essential purpose. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, or the absolute limitation on damages, so this limitation

or exclusion may not apply to you. In such jurisdictions, the respective liability of Domestic | Match, or its officers, directors, employees, agents, suppliers successors, assigns or affiliates, is limited to the greatest extent permitted by such law. The limited warranty, exclusive remedies and limited liability set forth above are fundamental elements of the basis of the bargain between Domestic | Match and you.

General.

a. Governing law and jurisdiction

This Website is controlled by Domestic | Match in part from its offices within the State of California, USA. By accessing this Website, you and Domestic | Match agree that all matters relating to your access to or use of the Website shall be governed by the statutes and laws of the State of California, the United States of America, without regard to the conflicts of laws principles thereof. You and Domestic | Match also agree and hereby submit to the exclusive personal jurisdiction and venue of the State and Federal Courts of California with respect to such matters.

b. Entire Agreement, Severability, No Waiver

This Agreement contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. If a court of competent jurisdiction finds any provision of the Agreement to be invalid or unenforceable, that provision shall be deemed struck, and the remainder of the Agreement shall continue in full force and effect. Any failure by Domestic | Match to enforce or exercise any provision of the Agreement or related right shall not constitute a waiver of that right or provision. The section titles used in the Terms of Use are purely for convenience and carry with them no legal or contractual effect. All questions concerning this Agreement, and any and all claims of infringing content should be directed to: W2 Ventures, LLC, dba Domestic | Match.com, 809 Laurel Street, Suite 278, San Carlos, California, 94070, United States. Attention: General Counsel.

ATTENTION: By clicking of the phrase “I ACCEPT,” you are agreeing to and accepting the terms, conditions, limitations and restrictions set forth above, which will result in the formation of a legal, binding contract. If you do not agree, you should click the box “I REJECT.”