

Membership Agreement

THIS SERVICE IS FOR ADULTS ONLY (YOU MUST BE AT LEAST 18 YEARS OLD).

The CougarJunction.com service ("CougarJunction.com" or the "Service") is a way for adults to meet each other online. CougarJunction.com is provided by its Parent Company., located at 13A Highland Circle, Needham, MA, 02494-3031, USA. This is a legal agreement between you and The Hive. By registering for CougarJunction.com, you become a member of the Service and you agree to be bound by these terms and conditions (the "Terms").

Modification

You agree that CougarJunction.com may amend or modify these Terms or impose new conditions at any time by updating these Terms. Any use of the Services after such updating shall be deemed to constitute acceptance of such amendments, modifications, or new conditions. Should you object to any such modifications to these Terms, your sole and exclusive remedy is to discontinue using the Service.

International Users

The Service is offered from the operations of CougarJunction.com in the United States of America. CougarJunction.com makes no representation that the Services are appropriate or available in other locations. If you access the Service from other locations, you do so on your own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. As a member, you agree that CougarJunction.com may collect, use and transfer your personal information as described in the Privacy Policy, including transfer outside the country where you live.

Membership

MINORS MAY NOT BECOME MEMBERS. When you register, and from time to time thereafter, CougarJunction.com may require that you provide sufficient information to indicate that you are at least 18 years old. By becoming a member, you represent, and warrant that you are at least 18 years old. Your membership in the CougarJunction.com service is for your sole, personal use. You may not authorize others to use your membership, and you may not assign or otherwise transfer your account to any other person or entity. Either you or CougarJunction.com may terminate your CougarJunction.com membership at any time, for any reason, effective upon sending written notice to the other party. CougarJunction.com reserves the right, without notice and in its sole discretion, to terminate or cancel your access rights to the Services immediately without notice. CougarJunction.com reserves the right at any time to modify or discontinue the Service and you agree that CougarJunction.com and Parent Companies shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service.

Email Policy

CougarJunction.com or Parent Companies will notify you via email of any new messages in your CougarJunction.com inbox. A message in your inbox could be any of the following: (1) an "email" message from another CougarJunction.com member; (2) a "flirt" from another CougarJunction.com member; (3) a message from CougarJunction.com that it has made a "one to one match" or "matches" between your profile and the profile(s) of one or more other member(s) based on its proprietary matching system; (4) a message from CougarJunction.com that a member has shown an "interest" in you by viewing your profile; or (5) a message from CougarJunction.com or parent company regarding new features, updates, or special offers. The email notification from CougarJunction.com will contain a link to CougarJunction.com or Parent Company to allow you to

log in and view the new message(s) in your inbox. An icon displayed next to the message in your inbox will indicate the category to which the message belongs.

Online Conduct

You are solely responsible for the content, or information you publish or display on the Service, or transmit to other members. You will not post on the Service, or transmit to other members, or employees, any defamatory, fraudulent, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive, or illegal material, or any material that infringes or violates another party's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity). You will use the Service in a manner consistent with any and all applicable laws and regulations. You will not include in your profile, any telephone numbers, street addresses, last names, URL's, e-mail addresses, offensive anatomical, sexual references, or offensive sexually suggestive or connotative language, and you will not post any photos containing nudity or personal information. CougarJunction.com and Parent Companies reserves the right, but has no obligation, to reject any profile or photo that does not comply with these prohibitions. You will not engage in advertising to, or solicitation of, other members to buy or sell any products or services through the Service. You will not transmit any chain letters, or junk e-mail to other members. You will not post, distribute, or reproduce in any way, any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights. You are solely responsible for your interactions with other members. CougarJunction.com reserves the right, but has no obligation, to monitor disputes between you and other members.

Indemnification

You will defend, indemnify, and hold harmless CougarJunction.com and Parent Companies, 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 your use of the Service, including without limitation, any breach by you of these Terms.

Online Content

Opinions, advice, statements, offers, or other information or content made available through the CougarJunction.com service are those of their respective authors, and not of CougarJunction.com and Parent Companies, and should not necessarily be relied upon. Such authors are solely responsible for such content. CougarJunction.com does not guarantee the accuracy, completeness, or usefulness of any information on the Service. It neither adopts nor endorses, nor is responsible for the accuracy or reliability of any opinion, advice, or statement made. Under no circumstances will CougarJunction.com or Parent Companies be responsible for any loss or damage resulting from anyone's reliance on information, or other content posted on the CougarJunction.com service, or transmitted to CougarJunction.com members.

Personal Information

CougarJunction.com and Parent Companies are not responsible for the use of any personal information that you may choose to disclose on the Service. Please carefully select the type of information that you post on the CougarJunction.com service or release to others.

CougarJunction.com reserves the right, but has no obligation to monitor the materials posted in the public areas of the Service. CougarJunction.com and Parent Companies have the right to remove any such material that violates, or is alleged to violate, the law or this agreement; however, you remain solely responsible for the content of the materials you post in the public areas of the Service and your e-mail messages sent through the Service.

Proprietary Rights

CougarJunction.com and Parent Companies own and retains other proprietary rights in the Service. The Service contains the copyrighted material, trademarks, and other proprietary information of

CougarJunction.com, its Parent Companies, and its licensors. In addition, other members may post copyrighted information, which has copyright protection whether or not it is identified as copyrighted. Except for that information which is in the public domain, or for which you have been given permission, you will not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information. By posting information, a photograph or content to any public area of CougarJunction.com, you automatically grant, represent, and warrant that you have the right to grant, to CougarJunction.com, Parent Companies, and other members an irrevocable, perpetual, non-exclusive, fully-paid, worldwide license to use, copy, perform, display, and distribute such information and content and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sublicenses of the foregoing.

Complaints

To resolve a complaint regarding the CougarJunction.com service, you should first contact CougarJunction.com Customer Support by using the contact information provided.

Disclaimer of Warranties

Use of the Services is at your sole risk. All content and services provided by CougarJunction.com and Parent Companies on the Services is provided "as is" and on an "as available basis." Neither CougarJunction.com, Parent Companies, nor its affiliates, subsidiaries, or designees nor each of their respective officers, directors, employees, agents, third-party content providers, designers, contractors, distributors, merchants, advertisers, sponsors, licensors or the like (collectively, "Affiliates") warrant that use of the Services will be uninterrupted or error-free. Neither CougarJunction.com, Parent Companies, nor its Affiliates warrant the accuracy, integrity or completeness of the content provided on the Services. CougarJunction.com and Parent Companies DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

LIMITATION OF LIABILITY

In no event shall CougarJunction.com or Parent Companies be liable for any direct, incidental, consequential, or indirect damages (including, but not limited to, damages for loss of data, loss of programs, cost of procurement of substitute services or service interruptions) arising out of, or related to, the use of, or inability to use, the Service, even if CougarJunction.com, Parent Companies or its agents or representatives know or have been advised of the possibility of such damages. CougarJunction.com'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 CougarJunction.com. for the Service during the term of membership. In addition, CougarJunction.com and Parent Companies disclaim all liability, regardless of the form of action, for the acts or omissions of other members or users (including unauthorized users) of the Service.

Jurisdiction

These Terms are governed by the laws of the Commonwealth of Massachusetts, without regard to rules generally applicable to resolving conflicts of laws. You agree to both the exclusive jurisdiction and the exclusive venue of the federal and state courts of Massachusetts, with respect to any claim or cause of action, whether in law or in equity, arising under or relating to these Terms or use of the Service.

MANDATORY ARBITRATION TO RESOLVE DISPUTES

PLEASE READ THIS PROVISION CAREFULLY. THIS PROVISION MEANS THAT, EXCEPT AS NOTED BELOW IN THE SECTION ENTITLED "CLASS ACTION WAIVER," YOU AND WE AGREE TO ARBITRATE ANY AND ALL CLAIMS OR DISPUTES BETWEEN US THAT IN ANY

WAY ARISE OUT OF OR RELATE TO THE AGREEMENT, THE USE OF THE SERVICE, OR THE PROVISION OF SERVICES OR PRODUCTS PROVIDED TO YOU, INCLUDING, WITHOUT LIMITATION, ANY BILLING DISPUTES. ALL SUCH CLAIMS AND DISPUTES SHALL BE SUBMITTED TO FINAL, BINDING ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). The arbitration shall be conducted under the AAA Rules and Supplemental Procedures for consumer-related disputes and shall take place in Boston, Massachusetts. You acknowledge that the Agreement affects interstate commerce and that the Federal Arbitration Act and federal arbitration law apply to arbitrations under the Agreement. Before instituting arbitration, you agree to provide us with an opportunity to resolve your claim or dispute by sending us a written description of your claim and negotiating with us in good faith regarding your claim. If we are not able to resolve your claim or dispute within 30 days of receipt of your notice, then you may initiate arbitration proceedings with the AAA.

CLASS ACTION WAIVER.

IF YOU INITIATE AN ACTION AGAINST US, YOU ACKNOWLEDGE AND AGREE THAT YOU MAY ONLY BRING CLAIMS IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN A CLASS OR REPRESENTATIVE ACTION. IF AN ARBITRATOR DETERMINES THAT YOUR WAIVER OF ANY ABILITY TO PARTICIPATE IN CLASS OR REPRESENTATIVE ACTIONS IS UNENFORCEABLE UNDER APPLICABLE LAW, THE ARBITRATION AGREEMENT WILL NOT APPLY, AND YOU AND WE AGREE THAT SUCH CLAIMS WILL BE RESOLVED BY A COURT OF APPROPRIATE JURISDICTION, OTHER THAN A SMALL CLAIMS COURT.