

## TERMS OF USE

In these Terms of Use, "us", "we", "our" or "RELATIONSHIP RENDEZVOUS" means Completely Human Pty Ltd (ACN 127 388 961) trading as "Relationship Rendezvous" and "Completely Human".

It is important to us that you understand these Terms of Use. If you have any questions, please contact us at [support@completelyhuman.com](mailto:support@completelyhuman.com)

### 1. AGREEMENT

- 1.1 By accessing and using RELATIONSHIP RENDEZVOUS, you agree to be bound by these Terms of Use, our Privacy Policy and any other Terms of Use, notices and disclaimers displayed elsewhere on RELATIONSHIP RENDEZVOUS relating to your use of RELATIONSHIP RENDEZVOUS (RELATIONSHIP RENDEZVOUS Terms of Use).
- 1.2 We may change the RELATIONSHIP RENDEZVOUS Terms of Use at any time. If we do, an amended version of the RELATIONSHIP RENDEZVOUS Terms of Use will be posted on RELATIONSHIP RENDEZVOUS. You are responsible for ensuring that you regularly review the RELATIONSHIP RENDEZVOUS Terms of Use and your continued use of RELATIONSHIP RENDEZVOUS after any changes are made to the RELATIONSHIP RENDEZVOUS Terms of Use will be deemed to constitute your acceptance of those changes. If you object to any changes to the RELATIONSHIP RENDEZVOUS Terms of Use, or otherwise become dissatisfied with your membership of RELATIONSHIP RENDEZVOUS, your only remedy is to immediately:
  - (a) discontinue your use of RELATIONSHIP RENDEZVOUS; and/or
  - (b) terminate your membership in accordance with the RELATIONSHIP RENDEZVOUS Terms of Use.

### 2. MEMBERSHIP

You must be at least 18 years old to become a member of RELATIONSHIP RENDEZVOUS. You must not attempt to register if you are under 18 years old.

- 2.1 When registering as a member of RELATIONSHIP RENDEZVOUS, you must provide us with accurate, complete and up-to-date information as requested. It is your responsibility to inform us of any changes to that information. You may do this at any time by accessing your Account Settings.
- 2.2 As a member, you are permitted to create one RELATIONSHIP RENDEZVOUS profile for yourself. You must not create multiple member profiles.

- 2.3 All personal information you provide to us will be treated in accordance with our Privacy Policy [www.completelyhuman.com/privacypolicy](http://www.completelyhuman.com/privacypolicy)

### **3. TERMINATION AND SUSPENSION**

- 3.1 You may terminate your membership of RELATIONSHIP RENDEZVOUS for any reason only by providing written notice to us. You can provide notice of termination by:

- (a) selecting 'terminate account' within your account settings and following the instructions;
- (b) mailing it to our postal address listed on RELATIONSHIP RENDEZVOUS; or
- (c) emailing us via the Contact Us (<http://www.completelyhuman.com/contact/index.jsp>) page.

- 3.2 We reserve the right to, without limitation, do any or all of the following in relation to your membership:

- (a) suspend your membership;
- (b) permanently or temporarily hide all or part of your member profile;
- (c) modify your member profile;
- (d) terminate your membership for any reason by providing notice to you by email;
- (e) terminate your membership immediately without notice to you if you have committed a breach of the RELATIONSHIP RENDEZVOUS Terms of Use;
- (f) permanently or temporarily block your access to all or part of RELATIONSHIP RENDEZVOUS.

### **4. SERVICE AND FEATURES**

- 4.1 As a member, you have the ability to access chargeable features and services available on RELATIONSHIP RENDEZVOUS (such as RELATIONSHIP RENDEZVOUS email, RELATIONSHIP RENDEZVOUS instant messaging, subscription services or any other chargeable service or feature that becomes available from time to time).
- 4.2 Further details and any additional Terms of Use (including pricing) relating to chargeable features and services will be made available on RELATIONSHIP RENDEZVOUS. Any such additional Terms of Use form part of the RELATIONSHIP RENDEZVOUS Terms and Use.

- 4.3 We do not accept cash payments for chargeable services or features. Please refer to the available payment methods elsewhere on RELATIONSHIP RENDEZVOUS.
- 4.4 We reserve the right to change the pricing for any chargeable service or feature on RELATIONSHIP RENDEZVOUS at any time. If you are unhappy with a change of pricing, you are entitled to discontinue your use of RELATIONSHIP RENDEZVOUS or terminate your membership in accordance with the RELATIONSHIP RENDEZVOUS Terms of Use.
- 4.5 Unless expressly stated otherwise, the pricing for use of any chargeable service or feature on RELATIONSHIP RENDEZVOUS will be stated GST inclusive. Where GST applies, we will deduct the GST we incur from each payment and will issue you with a tax invoice. The balance of the payment will be credited to your account.
- 4.6 In the event of unusual activity, we reserve the right to temporarily or permanently suspend payment via your credit card and contact you, your bank or any other relevant third party to report such unusual activity.
- 4.7 While we use reasonable endeavours to ensure that RELATIONSHIP RENDEZVOUS is available 24 hours a day, we do not make any representations or warranties that your access will be uninterrupted or error free. Access to RELATIONSHIP RENDEZVOUS may be suspended temporarily without notice in the case of system failure, maintenance or repair or any reason beyond our control.
- 4.8 We reserve the right to change or discontinue any service or feature of RELATIONSHIP RENDEZVOUS in whole or in part any time.
- 4.9 You are not permitted to transfer any services or features purchased by you to any other person.
- 4.10 In no event will you be entitled to any refund of payments for chargeable services or features pre-paid by you. We will review requests for refunds at our sole discretion.

## **5. SECURE ACCESS**

- 5.1 You are responsible for maintaining the confidentiality and security of your RELATIONSHIP RENDEZVOUS member name and password. You are wholly responsible for all activities that occur under your RELATIONSHIP RENDEZVOUS member name and password. You agree to immediately notify RELATIONSHIP RENDEZVOUS of any unauthorised use of your RELATIONSHIP RENDEZVOUS member name or password. You must ensure that you exit from your RELATIONSHIP RENDEZVOUS account at the end of each session.
- 5.2 RELATIONSHIP RENDEZVOUS may at any time request a form of identification to verify your identity and/or your compliance with the RELATIONSHIP RENDEZVOUS Terms of Use.

## 6. CONTENT

- 6.1 Any images, sounds, or text (Content) that you transmit or post on RELATIONSHIP RENDEZVOUS, or otherwise transmit to any other member of RELATIONSHIP RENDEZVOUS by any other means, must be complete and accurate.
- 6.2 You agree not to post or transmit on RELATIONSHIP RENDEZVOUS, or otherwise transmit to any other member of RELATIONSHIP RENDEZVOUS by any other means, Content that:
- (a) is unlawful, obscene, defamatory, indecent, offensive or inappropriate;
  - (b) is false or misleading in any way;
  - (c) infringes the rights of any third party;
  - (d) you do not have a right to make available under any law or contractual obligation;
  - (e) is sexually explicit or contains sexual references / innuendo;
  - (f) pertains to group sexual activity or soliciting contact for the purpose of extra marital (marital, de facto or relationship) encounters or affairs;
  - (g) contains restricted or password only access pages, or hidden content; or
  - (h) contains viruses, or other computer codes, files or programs designed to interrupt, limit or destroy the functionality of other computer software or hardware.
- 6.3 Without limiting the above, you must not transmit or post on RELATIONSHIP RENDEZVOUS, or otherwise transmit to any other member of RELATIONSHIP RENDEZVOUS by any other means, any images that contain:
- (a) images of any person other than you;
  - (b) nudity;
  - (c) images of animals;
  - (d) a cartoon or illustration.
- 6.4 You are solely responsible for Content that you transmit or post on RELATIONSHIP RENDEZVOUS, or otherwise transmit to any member of RELATIONSHIP RENDEZVOUS by any other means.
- 6.5 We are not responsible for, and accept no liability with respect to, any Content transmitted or posted on RELATIONSHIP RENDEZVOUS, or otherwise transmitted to any member of RELATIONSHIP RENDEZVOUS by any other means, by any person.

- 6.6 We reserve the right, but have no obligation, to review Content transmitted or posted on RELATIONSHIP RENDEZVOUS, or (where possible) otherwise transmitted to any member of RELATIONSHIP RENDEZVOUS by any other means.
- 6.7 Without limiting your responsibilities under the RELATIONSHIP RENDEZVOUS Terms of Use, we reserve the right to modify and/or remove any Content that, in our opinion, violates the RELATIONSHIP RENDEZVOUS Terms of Use or otherwise has the potential to harm, endanger or violate the rights of any person.
- 6.8 We do not make any representations or warranties as to the accuracy, reliability or completeness of any Content posted or transmitted on RELATIONSHIP RENDEZVOUS, or otherwise transmitted to any other member of RELATIONSHIP RENDEZVOUS by any other means, by any person. Furthermore, we do not endorse any opinion, advice or statement made by any person other than us. We do not accept any liability for any loss, damage, cost or expense resulting from anyone's reliance on Content posted or transmitted on RELATIONSHIP RENDEZVOUS, or otherwise transmitted to any other member of RELATIONSHIP RENDEZVOUS by any other means.

## **7. USE OF 'RELATIONSHIP RENDEZVOUS' AND PROHIBITED ACTIVITIES**

- 7.1 You agree not to use RELATIONSHIP RENDEZVOUS (or contact any other RELATIONSHIP RENDEZVOUS member) to:
  - (a) defame, abuse, harass, stalk, threaten or otherwise offend others;
  - (b) engage in or promote any surveys, contests, pyramid schemes, chain letters, unsolicited e-mailing or spamming;
  - (c) impersonate or create a profile for any person or entity;
  - (d) promote, or provide information about, illegal activities or conduct;
  - (e) promote racism, bigotry, hatred, harassment or any kind of harm against any group or individual;
  - (f) exploit any person under the age of 18, or to solicit information from anyone under 18; or
  - (g) solicit money, passwords or personal information from any person.
- 7.2 You also agree not to
  - (a) use any robot, spider, or other device or process to retrieve, index, or in any way reproduce or circumvent the navigational structure or presentation of RELATIONSHIP RENDEZVOUS;

- (b) "frame" or "mirror" any part of RELATIONSHIP RENDEZVOUS without our prior written authorization;
- (c) use code or other devices containing any reference to RELATIONSHIP RENDEZVOUS to direct other persons to any other web page;
- (d) except and only to the extent permitted by law, modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of RELATIONSHIP RENDEZVOUS or cause any other person to do so.
- (e) RELATIONSHIP RENDEZVOUS is for the personal use of individual members only. Businesses, groups, organizations and companies are prohibited from registering as members. RELATIONSHIP RENDEZVOUS must not be used for commercial endeavours, including advertising, selling or hiring products or services, collecting names and/or email addresses or sending unsolicited emails. Unauthorised framing/linking to RELATIONSHIP RENDEZVOUS is prohibited.

7.3 We have no obligation to monitor any member's use of RELATIONSHIP RENDEZVOUS, however, we reserve the right at all times to monitor, retain and disclose any information as necessary to satisfy any applicable law, legal requirement, police investigation or governmental request.

## **8. SAFE INTERACTION, COMPLAINTS AND DISPUTES**

8.1 Unfortunately, it is possible that other members of RELATIONSHIP RENDEZVOUS may use RELATIONSHIP RENDEZVOUS in violation of the RELATIONSHIP RENDEZVOUS terms. For example, it is possible that another member may post or transmit on RELATIONSHIP RENDEZVOUS Content that is obscene or offensive, or use RELATIONSHIP RENDEZVOUS to harass you.

8.2 We take your online and offline security very seriously. As such, we have prepared some safe dating guidelines (<http://www.completelyhuman.com/help/datingTips.jsp>) to help you enjoy your RELATIONSHIP RENDEZVOUS experience and avoid problems when interacting with other members.

8.3 We urge you to be cautious when interacting with other members of RELATIONSHIP RENDEZVOUS. You should carefully select the Content that you post or transmit on RELATIONSHIP RENDEZVOUS, or otherwise transmit to any other member by any other means. You must not include any telephone numbers, street addresses, last names, URLs or email addresses in your member profile. Any Content that you transmit or post on RELATIONSHIP RENDEZVOUS, or otherwise transmit to any other member of RELATIONSHIP RENDEZVOUS by any other means, will be considered non-confidential.

- 8.4 If you are experiencing problems with any other member of RELATIONSHIP RENDEZVOUS and would like to make a complaint, please send us an email via the Contact Us (<http://www.completelyhuman.com/contact/index.jsp>) page.
- 8.5 Note that you can also use the RELATIONSHIP RENDEZVOUS "blocking" feature if you wish to stop any other member from viewing your profile or contacting you.
- 8.6 We may record and store any information relating to any complaint made against you.
- 8.7 We reserve the right, but have no obligation, to monitor disputes between members of RELATIONSHIP RENDEZVOUS.
- 8.8 You agree to hold us harmless in connection with any dispute or claim that you make against any other member of RELATIONSHIP RENDEZVOUS.

**9. NO ENDORSEMENT:**

Relationship Rendezvous makes no express or implied endorsement of any third party, including any service or product of that third party, that may be referred to in the Site or any links to or from the Site.

**10. DELIVERY**

**10.1 Delivery Policy:**

Once your order, for any personal goods purchased from the RELATIONSHIP RENDEZVOUS website ([www.completelyhuman.com](http://www.completelyhuman.com)) ("the Site") has been dispatched allow 5 - 7 days for Australian delivery and 3 – 4 weeks for International courier delivery, depending on the destination.

RELATIONSHIP RENDEZVOUS accepts no responsibility for delays in delivery following dispatch which are due to a country's customs (export/import) clearance requirements.

Delivery is performed within the deadlines provided for direct delivery to the addressee or, if the addressee is absent, by a notice informing him/her of the availability of the parcel.

Delivery deadlines are indicated as accurately as possible. RELATIONSHIP RENDEZVOUS is not responsible for delivery delays following dispatch of your order. No damages or compensation will be due in the event of delivery deadlines being exceeded. However, if the product has not been delivered 10 days after the delivery date indicated and this is due for any reason other than force majeure, the sale may then be cancelled and the buyer may be refunded the price paid to the exclusion of any other damages or compensation.

The following are considered as cases of force majeure which free the seller from the obligation to deliver the products: war, riots, acts of terror, fire, labor disputes, accidents and situations in which it is impossible to acquire stocks of items ordered.

The seller will keep the buyer informed in due time of the situations or events listed above. In any event, delivery within the deadline can only occur if the buyers' obligations to the seller have been compiled with in time.

(a) **Delivery Charges for Orders within Australia:**

All charges are calculated by the online ordering process, if you wish to choose a different method, please contact RELATIONSHIP RENDEZVOUS directly to discuss your options.

(b) **Delivery Charges for International Orders:**

All charges are calculated by the online ordering process, if you wish to choose a different method, please contact RELATIONSHIP RENDEZVOUS directly to discuss your options. International delivery charges are not subject to GST, and are quoted GST-free. No other import taxes or import duties are included. You are responsible for the payment of such costs and charges. We reserve the right to amend any quoted prices prior to your order being accepted by us. In such a situation you will be notified accordingly. You will at all times be entitled to withdraw your order. Please note that the delivery services that we use tend to deliver during the working day. Please supply a work address if it is unlikely that anyone will be in to sign for your order.

While delivery times may vary, goods will normally be delivered within the specified timeframe for the method of delivery. In spite of all our efforts, there can sometimes be unforeseen delays in delivery. If you believe the delivery is severely overdue, please send us an email or telephone us so we can take appropriate action.

## 10.2 Tracking Your Order

(a) **Tracking of Express Post (Australian orders only)**

All Australian orders are delivered via Australia Post's Express Post and Express Parcel Post service and all parcels are identified with a unique Australian Post Tracking Number. If you have not received your order within the timeframe we have specified in our delivery section, please notify the RELATIONSHIP RENDEZVOUS and we will track your order.

(b) **Tracking of EMS International Courier Service**

EMS International Courier Service offers a tracking facility via the Internet. If you have selected the EMS Courier delivery option, and would like to track your order, please log-in to your account on the RELATIONSHIP RENDEZVOUS website and refer to your order confirmation for the EMS International Tracking Number, then visit the Australia Post website at [www.auspost.com.au](http://www.auspost.com.au)

### 10.3 Returns & Exchange Procedure

If your product becomes defective within its return-or-exchange warranty period, if any, you may return it for a refund, if applicable, or an immediate replacement. Non-defective returns, if allowed, must be made within the return-or-exchange warranty period. Non-defective returns are subject to a restocking fees of 15%. No product may be returned after 30 days from purchase date. If your product becomes defective after the return-or-exchange warranty period, but within the manufacturer warranty period, if any, you may return it to RELATIONSHIP RENDEZVOUS for replacement from the manufacturer. Replacements through the manufacturer may take up to 12 weeks.

### 10.4 Returns Procedure

Before returning any item, you must contact our **MR (Merchandise Returns)** department at [returns@completelyhuman.com](mailto:returns@completelyhuman.com) within the return-or-exchange warranty period for an **MR Number**.

The following information is required to issue a MR number:

1. RELATIONSHIP RENDEZVOUS Invoice number on which product was purchased.
2. RELATIONSHIP RENDEZVOUS Part Number of product for which MR number is being requested.
3. Reason for return of product.
4. Address where replacement product is to be shipped.
5. Telephone number where you may be reached.
6. Email address where MR number should be emailed.
7. Optionally: Fax number where MR number should be faxed.

Please read the following regarding our MR policies and procedures:

1. RELATIONSHIP RENDEZVOUS will **NOT** accept any return without an MR number.
2. Requests for MR numbers must be made within the individual warranty periods, if any, of the products.
3. Please allow at least 48 hours for an MR number to be issued.
4. Each MR number is good for only one (1) item.
5. MR numbers are good for ten (10) days only. Product(s) must be shipped back to RELATIONSHIP RENDEZVOUS before their MR number(s) expire. Otherwise new MR number(s) must be requested. New MR number(s) will be issued only if the warranty period(s) of the product(s) are still in effect.
6. All items must be in original condition with all packing material, manuals; software and registration card(s).

7. If part of a product becomes defective, the full product must be returned for credit or replacement.
8. Returns must be sent via UPS, Federal Express, Airborne Express, Express Post or any courier that issues a tracking number.
9. Please include a copy of your details and MR number with your shipment.
10. MR number(s) must be written on the label(s) on the outside of the package(s) and not on the package(s) itself. MR number(s) must match the product(s) authorized for return.
11. Customer will prepay all shipping and handling charges when sending product(s) back to RELATIONSHIP RENDEZVOUS. RELATIONSHIP RENDEZVOUS will cover shipping and handling charges when sending replacement item(s) to customer.
12. Non-defective items, if returnable for refund or credit, will be charged a restocking fee of 15%. Shipping and handling charges will not be refunded.
13. Please allow 2-4 weeks for credit.
14. For replacements, once the original item(s) are received, the replacement order will be processed.
15. MR replacements are held for six (6) months. After that all unclaimed items become the property of RELATIONSHIP RENDEZVOUS.

**11. DISCLAIMER:**

- 11.1 The materials on the Site or on any other site on the Internet accessed via the Site or otherwise, may not necessarily be accurate or correct. No person should act or fail to act on the basis of these materials. To the maximum extent permitted by law, RELATIONSHIP RENDEZVOUS disclaims any liability to any person arising out of any action or failure to act, in accessing, downloading, uploading, using or relying on or dealing in any way with any materials from the Site or from any other website on the Internet. You accept all risks and responsibility for losses, damages, costs and other consequences resulting directly or indirectly from using the Site or any other website on the Internet and in relation to any information or material available from those sites. RELATIONSHIP RENDEZVOUS reserves the right, in its absolute discretion, to delete, alter, or move any message or other posted material on the Site.
- 11.2 Where liability cannot be excluded by law then, to the extent permissible by law, any liability incurred in relation to any materials on the Site is limited to the re-supply of the material or the reasonable cost of having the material re-supplied. Under no circumstance will RELATIONSHIP RENDEZVOUS be liable for any incidental, special or consequential damages, including damages for loss of business, capital or other profit arising from, or in relation to, the use of material on the Site.

11.3 The information on this Site is prepared only for Australian and South African residents. Any currency references are to Australian dollars and South African rands (as the case may be) unless otherwise specified.

**12. INTELLECTUAL PROPERTY:**

You must not reproduce, distribute, transmit, publish, copy, transfer, or commercially exploit any information accessed through or received from the Site that would be an infringement of any copyright, patent, trademark, design or other intellectual property right. Unless labelled to the contrary, RELATIONSHIP RENDEZVOUS owns copyright in all works located at the Site ("the Works"). Except as permitted below, you must not copy, modify, transmit or distribute the Works. You may reproduce in whole or in part the Works only if the reproduction is not for public or commercial purposes and, you do not remove or modify any notices of attribution or copyright, or if there are no such notices, you clearly attribute RELATIONSHIP RENDEZVOUS as the copyright owner of the relevant Work(s).

**13. NO WARRANTIES FOR WORKS:**

13.1 The Works may incorporate information obtained from third parties (including but not limited to product prices), the accuracy of which may not have been established by RELATIONSHIP RENDEZVOUS.

13.2 Except so far as liability under any state or federal law of Australia is incapable of being excluded, RELATIONSHIP RENDEZVOUS gives no warranty as to the accuracy or reliability of the Works, and accepts no responsibility, for any errors, or omissions in the Works however arising (including but not limited to errors or omissions arising as a result of the negligence of RELATIONSHIP RENDEZVOUS or its employees, agents or representatives). RELATIONSHIP RENDEZVOUS, its directors, employees, agents, representatives and their associates may have investments in some of the third parties, which are the subject of the Material.

**14. HOTLINKS AND FRAMING:**

RELATIONSHIP RENDEZVOUS does not warrant the accuracy of any links provided at the Site, nor the suitability of any content located at those links. Links and frames connecting the Site with other sites are for convenience only and do not mean that RELATIONSHIP RENDEZVOUS endorses or approves those other sites, their content or the people who run or contribute to them.

**15. VIRUSES:**

RELATIONSHIP RENDEZVOUS does not represent or warrant that any files obtained from or through the Site or any site are free from computer viruses or other defects. Any such files are provided and may only be used on the basis that the user assumes all responsibility for any loss, damage or consequence resulting directly or indirectly from use of those files. RELATIONSHIP RENDEZVOUS'S liability for such an event is limited to the re-supply of those files.

## 16. PRIVACY & SECURITY

### 16.1 Privacy Statement:

- (a) Relationship Rendezvous makes every reasonable effort to safeguard the privacy of all personal information provided to it. This statement provides information of RELATIONSHIP RENDEZVOUS'S privacy practices for this Site. For full details of RELATIONSHIP RENDEZVOUS'S Privacy Policy please select the [Privacy Policy](#) link. You should periodically revisit our [Privacy Policy](#) as it may change from time to time as RELATIONSHIP RENDEZVOUS continues to develop this Site.
- (b) RELATIONSHIP RENDEZVOUS is not responsible for the privacy and security practices of other websites linked to this Site. You should refer to the privacy statements contained in these websites. RELATIONSHIP RENDEZVOUS takes no responsibility over information you transmit to us over the Internet. Once we receive your information, we will make all reasonable efforts to keep it secure on our systems.

### 16.2 What personal information is collected:

- (a) The information collected by RELATIONSHIP RENDEZVOUS about you will depend on your use of the different functions available on this website.
- (b) If you visit this Site to read browse or download information, our systems will record your server address, the date and time of your visit, the pages viewed and any download made. If you are accessing the secure sections of our website, we will collect personal information if you fill out an order form for a product disclosure document, brochure or other form. The information will only be collected if you complete the application.

### 16.3 How is the information used:

- (a) The information collected may be used to determine the use patterns of the Site including the popularity of different pages; this may be used by RELATIONSHIP RENDEZVOUS to improve this Site. The information may also be used for planning, product development, marketing and research purposes.
- (b) If you provide us information via the Site, such as to order RELATIONSHIP RENDEZVOUS software or other documents, we will use the information to forward you such in accordance with your request.

### 16.4 Disclosure of information:

RELATIONSHIP RENDEZVOUS will not reveal or release your personal information collected on this Site to any third party except where you have given us authorisation to do so, for the purposes of back up in the event of a system failure or where we are required to do so by law.

**16.5 How secure is the information:**

- (a) RELATIONSHIP RENDEZVOUS has implemented suitable security processes and technologies to securely maintain information collected and to ensure that the information is not incorrectly used and that there is no unauthorised access. Your account information is password protected. Your log on time will automatically lapse after a certain time of inactivity.
- (b) To protect your information, we recommend you do not divulge your password to anyone, create passwords that cannot be easily guessed and you should change it regularly.

**16.6 How to access and change personal information:**

For the secure sections of this Site, you can change your log in password or, a new password will be mailed to you. Other personal information, including address and contact details, can only be changed upon receipt by us of written notification.

**17. MONITORING OF INFORMATION**

We reserve the right to monitor all advertisements, public postings, messages, video and audio recordings to ensure that they conform to the content guidelines which may be applicable from time to time.

**18. REMOVAL OF INFORMATION**

While we do not and cannot review every message or other material posted or sent by users of the Site, and are not responsible for any content of these messages or materials, we reserve the right, but are not obligated, to delete, move, or edit messages or materials, including without limitation profiles, public postings, messages, video and audio recordings that we, in our sole discretion, deem to violate these Terms of Use set out above or any applicable content guidelines, or to be otherwise unacceptable. You shall remain solely responsible for the content of profiles, public postings, messages, video and audio recordings and other materials you may upload to the Site or users of the Site.

**19. TERMINATION OF ACCESS TO SITE**

We may, in our sole discretion, terminate or suspend your access to all or part of the Site at any time, with or without notice, for any reason, including, without limitation, breach of these Terms of Use. Without limiting the generality of the foregoing, any fraudulent, abusive, or otherwise illegal activity, or that may otherwise affect the enjoyment of the Site or the Internet by others may be grounds for termination of your access to all or part of the Site at our sole discretion, and you may be referred to appropriate law enforcement agencies.

## **20. INDEMNITY**

You agree to indemnify us, our officers, directors, employees and agents, from any loss or damages, including without limitation reasonable legal fees, which we may suffer from your activities on or use of the Site, including without limitation any breach by you of these Terms of Use including but not limited to or any charges or complaints made by other parties against you. You shall cooperate as fully as reasonably required in the defence of any claim. We reserve the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by you; provided, however, that you shall remain liable for any such claim.

## **21. ADVICE COLUMNISTS**

The Site may from time to time include messages from advice columnists who respond to "relationship" questions. Any statements made by advice columnists are provided for entertainment purposes only, and are not intended, and should not be taken, as specific advice in any particular circumstance. Such statements do not constitute counselling of any kind. Users with personal problems or who may be seeking personal advice applicable to their personal situation, are urged to consult with a qualified counsellor with respect to such issues

## **22. MODIFICATIONS**

We may modify these Terms of Use from time to time. Notification of changes in these Terms of Use will be posted on the Site or sent via electronic mail, as we may determine in our sole discretion. If you do not agree to any modifications, you should terminate your use of the Site. Your continued use of the Site now, or following the posting of notice of any changes in these Terms of Use, will constitute a binding acceptance by you of these Terms of Use, or any subsequent modifications.

## **23. ASSIGNMENT**

You do not have the right to assign these Terms of Use or any of your rights to the Site to anyone. RELATIONSHIP RENDEZVOUS has the right to assign any or all of its rights and duties under these Terms of Use or to the Site to any third party. At the election of RELATIONSHIP RENDEZVOUS, if RELATIONSHIP RENDEZVOUS'S obligations hereunder are assumed by a third party, RELATIONSHIP RENDEZVOUS shall be relieved of any and all liability under these Terms of Use.

## **24. GOVERNING LAW:**

These Terms of Use of Use are governed by and:

24.1 To be interpreted in accordance with, the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia; and:

24.2 The application of the United Nations Convention on Contracts for the International Sale of Goods (Vienna 1980) known as the Vienna Sales Convention 1980.

