

# Yours Sincerely

Dating Limited <sup>®</sup>

## Terms of Membership

### Membership

Members are required to be unattached, no longer living under the same roof as/with an ex-partner and maintain contact with Yours Sincerely regularly (updating their details as required) and give true and accurate information. The Client is required to pay the Fee (as below) and membership shall be for 12 months from date of signing. After the initial 12 months, the client may extend membership by paying a fee of £30 monthly. Yours Sincerely will email the client's draft profile within seven days of signing.

### Service

Throughout the Client's Membership Period, Yours Sincerely shall effect suitable introductions according to the preference of the Client where possible. No guarantee can be given that any introduction will satisfy the requirements of the Client's preference. As long as the client has been using the service continuously over the term, Yours Sincerely guarantees a minimum of 20 introduction offers during the initial year. Should that not be achieved we will extend membership free of charge until that guarantee is met.

An introduction is defined by an exchange between the two parties with a request asking whether each would like to progress towards a telephone conversation prior to a face to face meeting. For the avoidance of doubt the term "introduction" does not imply any guarantee of a face to face meeting between the two parties.

Yours Sincerely confirms that it has interviewed all persons in the database and therefore supplies the Client with a true assessment of those people as far as it is able. Yours Sincerely can only supply particulars that have been accepted in good faith and advises the Client to verify those particulars for themselves. Yours Sincerely does not accept liability for the validity of information provided.

### Meeting People

The Client agrees not to invite to their home for the initial meeting, any person introduced to them by Yours Sincerely. Any meeting at any time is entirely at the Client's own risk and the Client is required to take such precautions that are reasonably necessary for their safety.

### Confidentiality

The Client must not discuss/show details or particulars of other clients with clients or non-members at any time. The Client must not release any written information or photograph provided by Yours Sincerely to any other person.

## Suspending or Terminating Membership

The Client may suspend their Membership Period for reasons of illness or work transfer by notifying Yours Sincerely by email or in writing in advance. Any single period during which the Membership Period is suspended will be a Suspension Period and will be for a minimum period of one month and a maximum period of three months, subject to an aggregate total of any one or more Suspension Periods during a Membership Period not being more than three months. If the agreed suspended period of three months is exceeded it will continue as active membership.

Subject to the Suspension Period above or the early termination provisions below, Client membership will automatically terminate at the end of 12 months unless the client chooses to extend their Membership.

Yours Sincerely shall be entitled to terminate the Client's Membership in circumstances where:

- The Client has in the opinion of Yours Sincerely, exercised inappropriate behaviour.
- The Client fails to maintain contact with Yours Sincerely.
- The Client has provided false information to Yours Sincerely.
- Yours Sincerely receives a complaint about the Client, which it considers to be justified (such decision to be entirely at the discretion of Yours Sincerely).
- The Client invites a person introduced to them by Yours Sincerely to their home for the first meeting or does not turn up for an agreed meeting.
- The Client commits some other breach of these terms (where in the sole opinion of Yours Sincerely such breach justifies termination).

For the avoidance of doubt the Client shall not be entitled to a refund of the Fee unless Yours Sincerely has negligently or otherwise breached these terms. Neither shall Yours Sincerely refund the fee if a request for a refund is made due to a change in the client's circumstances and no fault of Yours Sincerely.

The client agrees that Yours Sincerely nor its directors or managers shall have any liability for the demands or actions of the clients (past or present). Nothing in these terms and conditions and in particular within the 'exclusion of liability' clauses shall attempt to exclude liability that is not permissible under applicable law.

If any provision of this agreement shall be found by any Court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

## Payment

The client agrees to pay any and all fees due to Yours Sincerely during membership.