

Terms of Use Agreement

Read This Terms of Use Agreement Before Accessing Website.

Effective Date: This Terms of Use Agreement was last updated on September 24, 2008.

This Terms of Use Agreement sets forth the standards of use of the Couples In Common Service. By using the CouplesInCommon.com website you (the "Member") agree to these terms and conditions. **If you do not agree to the terms and conditions of this agreement, you should immediately cease all usage of this website.** We reserve the right, at any time, to modify, alter, or update the terms and conditions of this agreement without prior notice. Modifications shall become effective immediately upon being posted at Couples In Common.com website. Your continued use of the Service after amendments are posted constitutes an acknowledgement and acceptance of the Agreement and its modifications. Except as provided in this paragraph, this Agreement may not be amended.

1. Description of Service

Couples In Common is providing Members with assistance to meet other similar couples as simple as it sounds. Couples In Common is NOT INTENDED to be a place for couples to find 'swinging' or any other purpose but to meet friends. Members must be at least eighteen (18) years of age and provide (1) all equipment necessary for their own Internet connection, including computer and modem and (2) provide for Member's access to the Internet, and (3) pay any fees related with such connection.

2. Disclaimer of Warranties.

The site is provided by Couples In Common on an "as is" and on an "as available" basis. To the fullest extent permitted by applicable law, Couples In Common makes no representations or warranties of any kind, express or implied, regarding the use or the results of this web site in terms of its correctness, accuracy, reliability, or otherwise. Couples In Common shall have no liability for any interruptions in the use of this Website. Couples In Common disclaims all warranties with regard to the information provided, including the implied warranties of merchantability and fitness for a particular purpose, and non-infringement.

3. Limitation of Liability

COUPLES IN COMMON SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, AND IN PARTICULAR COUPLES IN COMMON SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOSS OF REVENUE, OR LOSS OF USE, ARISING OUT OF OR RELATED TO THIS WEB SITE OR THE INFORMATION CONTAINED IN IT, WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE, EVEN IF COUPLES IN COMMON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SOME OF THE ABOVE LIMITATIONS IS INAPPLICABLE.

4. Indemnification

Member agrees to indemnify and hold Couples In Common, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees and costs, made by any third party due to or arising out of Member's use of the Service, the violation of this Agreement, or infringement by Member, or other user of the Service using Member's computer, of any intellectual property or any other right of any person or entity.

5. Modifications and Interruption to Service

Couples In Common reserves the right to modify or discontinue the Service with or without notice to the Member. Couples In Common shall not be liable to Member or any third party should Couples In Common exercise its right to modify or discontinue the Service. Member acknowledges and accepts that Couples In Common does not guarantee continuous, uninterrupted or secure access to our website and operation of our website may be interfered with or adversely affected by numerous factors or circumstances outside of our control. Couples In Common may periodically use Members' email addresses to send messages notifying of important changes or promotions on the website.

6. Subscriptions and Cancellations

Couples In Common offers several ways to be a Member. Coupons and free trial memberships must be used before expiration dates. These offers are only for new Members. We also offer month-to-month memberships and six month memberships. After a six month membership is over, Members will not be re-billed, nor will they be notified of subscription completion. All subscriptions may be cancelled at any time with no penalty. Any memberships more than one month will not be refunded for the time not utilized. PayPal will notify members of charges made. Termination dates should never be a surprise to members as the date will always be posted on the "Our Account" page for members' convenience and reminder to renew.

7. Restrictions

Couples In Common has a no tolerance policy to any of the following activities:

- Removing any copy written, trademarked or other proprietary rights notices contained in this site
- Posting, emailing, or otherwise transmitting any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of the service
- Reproducing or circumventing the navigational structure or presentation of the website
- Harassing other users
- Impersonating other users
- Framing the service, without Couples In Common's prior written authorization or coding other devices in order to direct any users to any other website for any purpose.
- Promoting racism, bigotry, hatred or physical harm of any kind against any group or individual
- Communicating defamatory, inaccurate, abusing, obscene, profane, offensive, sexually oriented, obscene or otherwise objectionable information.
- Using others' copyrighted content without obtaining written permission
- Promoting or enabling illegal or unlawful activities
- Intending to deceive other users of the website
- Using viruses, disruptive codes, components or devices
- Promoting or soliciting involvement in or support of a political platform, religion, sect or cult
- Disseminating other users' personal information
- Interfering with others' enjoyment of the website
- Soliciting gambling, and information about anyone under 18
- Using automated technology to access the website
- Utilizing the Service as any other than to meet friends
- Using the website for junk mail, chain letters or spam emails

8. False Information and Profiles

You will not provide inaccurate, misleading or false information to Couples In Common or to any user. If information to Couples In Common or another user becomes inaccurate or misleading, you will promptly notify Couples In Common of such change. As a registered user, you will create only one profile. In addition, your use of Couples In Common must be for bona fide friendship-seeking purposes, for that is the purpose of Couples In Common. From time to time, Couples In Common may create test profiles in order to monitor the operation of the website.

9. Third-Party Sites

Our website may include links to other sites on the Internet that are owned and operated by online merchants and other third parties. You acknowledge that we are not responsible for the availability of, or the content located on or through, any third-party site. You should contact the site administrator or webmaster for those third-party sites if you have any concerns regarding such links or the content located on such sites. Your use of those third-party sites is subject to the terms of use and privacy policies of each site, and we are not responsible for any loss or damage caused or alleged to be caused by or in connection with the use of any such site. We encourage all Members to review said privacy policies of third-parties' sites. You agree that Couples In Common will not be responsible or liable for any loss or damage or any sort incurred as the result of any such dealings, including but not limited to the sharing of the information you supply to Couples In Common with advertisers or sweepstakes sponsors, or as a result of the presence of such advertisers on the website.

10. Disclaimer Regarding Accuracy of Information

Product specifications and other information may have either been provided by the Vendors or collected from publicly available sources. While Couples In Common makes every effort to ensure that the information on this website is accurate, we can make no representations or warranties as to the accuracy or reliability of any information provided on this website.

Couples In Common makes no warranties or representations whatsoever with regard to any product provided or offered by any Vendor, and you acknowledge that any reliance on representations and warranties provided by any Vendor shall be at your own risk.

11. Non-commercial Use by Members

No organizations should become members and use this site for any purpose. This site is for personal use of individual couples only and may not be used in connection with any commercial endeavors. You will not advertise or solicit any user to buy or sell any products or services through the website. Should you breach the terms of this and send or post unsolicited communications of any kind through the Service, you will have caused undue hardship to Couples In Common and as a result will agree to pay Couples In Common \$25 for each unsolicited communication you send through the Site.

12. Governing Jurisdiction of the Courts MN

Our website is operated and provided in the State of MN. As such, we are subject to the laws of the State MN, and such laws will govern this Terms of Use, without giving effect to any choice of law rules. We make no representation that our website or other services are appropriate, legal or available for use in other locations. Accordingly, if you choose to access our site you agree to do so subject to the internal laws of the State MN.

13. Compliance with Laws.

Member assumes all knowledge of applicable law and is responsible for compliance with any such laws. Member may not use the Service in any way that violates applicable state, federal, or international laws, regulations or other government requirements. Member further agrees not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation. Member agrees to hold Couples In Common and all of its partners harmless from any loss or liability made by any third party due to use of the website or service by violation or arising out of this agreement.

14. Copyright and Trademark Information

All content included or available on this site, including site design, text, graphics, interfaces, and the selection and arrangements thereof is ©2005 Couples In Common.com, with all rights reserved, or is the property of Couples In Common and/or third parties protected by intellectual property rights. Any use of materials on the website, including reproduction for purposes other than those noted above, modification, distribution, or replication, any form of data extraction or data mining, or other commercial exploitation of any kind, without prior written permission of an authorized officer of Couples In Common is strictly prohibited. Members agree that they will not use any automatic device, or manual process to monitor or copy our web pages or the content contained therein without prior written permission of an authorized officer of Couples In Common.

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All other trademarks displayed on Couples In Common's website are the trademarks of their respective owners, and constitute neither an endorsement nor a recommendation of those Vendors. In addition, such use of trademarks or links to the web sites of Vendors is not intended to imply, directly or indirectly, that those Vendors endorse or have any affiliation with Couples In Common.

15. Disclaimers

Couples In Common provides the services on an 'as is' basis and can grant no warranty of any kind. In no event will Couples In Common be liable for any damages or actions that may occur from the conduct of you or anyone else using the service. This includes all claims from the conduct of users who have given false information and/or have attempted to harm you. You agree to hold harmless Couples In Common and its officers, liabilities and expenses relating to or arising out of your or any else's use of the website and service. You are personally responsible for your interactions with other Couples In Common users and understand that Couples In Common has no obligation to monitor issues between you and other users. Both you and your significant other have access to your information and will assume all liability in connection with your significant other through the use of the website and interactions. Although it is the sole purpose and most likely will, Couples In Common cannot guarantee connections be made through the website. It is not intended as a form of couples' counseling and is not guaranteed to change any relationship. Both members have access to their one account, and if the account information is changed or cancelled at any time, it will not be the responsibility of Couples In Common to inform the other. Couples In Common is not responsible for any incorrect information that is submitted to the website. We are not responsible for the conduct of any user of CouplesInCommon.Com on or off the website. Couples In Common assumes no responsibility of any members' personal belongings (physical or emotional) resulting from the use of this website or service. In addition, the information contained in this disclaimer and entire Terms of Use Agreement is for informational purposes only and is not intended to substitute for any professional service.

16. Notification of Claimed Copyright Infringement

Pursuant to Section 512(c) of the Copyright Revision Act, as enacted through the Digital Millennium Copyright Act, Couples In Common.com designates the following as its agent for receipt of notifications of claimed copyright infringement: support@couplesincommon.com

17. Botnets

Couples In Common retains the right, at our sole discretion, to terminate any accounts involved with botnets and related activities. If any hostnames are used as command and control points for botnets, Couples In Common reserves the right to direct the involved hostnames to a honeypot, loopback address, logging facility, or any other destination at our discretion.

18. Other Terms

If any provision of this Terms of Use Agreement shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent. You agree that this Terms of Use Agreement and any other agreements referenced herein may be assigned by Couples In Common, in our sole discretion, to a third party in the event of a merger or acquisition. This Terms of Use Agreement shall apply in addition to, and shall not be superseded by, any other written agreement between us in relation to your participation as a Member. Member agrees that by accepting this Terms of Use Agreement, Member is consenting to the use and disclosure of their personally identifiable information and other practices.