



Find Love Safely Independent Matchmaking Services Agreement

WHEREAS, Member desires to engage the services of Service Provider only for the purpose of matching Member with potential romantic partners or friends. Service Provider agrees to provide such matchmaking services under the terms and conditions outlined herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the Parties agree as follows:

1. Services Provided

Service Provider agrees to provide only the following matchmaking services to Member ("**Services**"):

- a. Initial consultation and assessment of Member preferences, values, and relationship goals ("Member Criteria").
- b. Profile creation and marketing to compatible matches based on Member Criteria.
- c. Personalized matchmaking based on Member Criteria and Service Provider's database of potential matches.
- d. Introduction to potential matches through private and secure means (e.g., emails, phone calls, in-person meetings), communicated to Member.

2. Member's Responsibilities, Representations and Warranties

- a. Member represents that he or she has an intellectual and/or developmental disability and is not under legal guardianship or conservatorship.
- b. Member agrees to provide accurate and complete information during the intake process, including Member Criteria, relationship goals, relevant relationship history, and personal details required for matchmaking purposes.

- c. Member agrees to be respectful, open, and communicative with potential matches introduced by Service Provider.
- d. Member acknowledges that they are solely responsible for deciding whether to engage in any further relationship with a match introduced by Service Provider.
- e. Member agrees to notify Service Provider if any personal information changes during the term of this Agreement that may affect matchmaking criteria, including, but not limited to, any concerns or allegations of physical or mental abuse or violent behavior alleged against Member.

3. Fees and Payment

- a. Member agrees to pay Service Provider a non-refundable fee for the matchmaking services rendered, which shall be as follows:
 - a. **Annual Membership:** Fee: Varies by location
 - b. **Payment Terms:** Full payment due up front; membership fee includes 365 days of membership; membership renews automatically on the date of enrollment; payment via credit/debit card, PayPal, or Venmo (email katherine@findlovesafely.com to request a PayPal or Venmo link)
- b. Service Provider reserves the right to amend or modify fees with prior written notice to Member.

4. Term of Agreement

This Agreement shall begin on the Effective Date and shall continue for a period of one year unless terminated earlier as provided herein.

5. Confidentiality

- a. Service Provider agrees to keep all information provided by Member confidential, including personal details, preferences, and any private conversations with potential matches.

- b. Member agrees to keep all information about the matches, including but not limited to personal data, photographs, and details about dates or relationships, confidential and not to disclose such information without the consent of the other party. Member also agrees to keep Service Provider's processes and documentation confidential.

6. Image Release

Member grants Service Provider permission to use photographs and/or digital images of Member taken at Find Love Safely events ("**Images**") for use in Service Provider's marketing or sales materials ("**Marketing Materials**"). The Marketing Materials may include printed or electronic publication, websites or other electronic communication. Member grants a non-exclusive permanent license to Service Provider to use the Images without compensation pursuant to the terms and conditions of this agreement. All negatives, prints, and digital reproductions will be owned by Service Provider. Service Provider will not use images submitted as part of the intake process without separate, express permission from Member.

7. No Guarantee of Success

Member acknowledges that Service Provider does not guarantee any specific outcome, such as a successful match or romantic relationship, and that success in matchmaking is based on mutual compatibility, personal efforts, and circumstances beyond the control of Service Provider.

8. Termination

Either Party may terminate this Agreement at any time by providing written notice to the other Party. In the event of termination:

- a. Member forfeits any unused portion of prepaid fees.

- b. Service Provider reserves the right to terminate the Agreement if Member violates any of the terms outlined herein, including, but not limited to, providing false information, engaging in inappropriate behavior, or violating confidentiality.

9. Limitation of Liability

To the extent permitted by applicable laws, Service Provider shall not be liable for any damages, losses, or claims arising from Member's participation in the matchmaking process or from relationships with individuals introduced by Service Provider, including, but not limited to, emotional distress, sexual assault, financial loss, or physical injury. Notwithstanding the foregoing, Service Provider will conduct a search of Member on the national sex offender registry (<https://www.nsopw.gov/>) at or around the Effective Date and on each anniversary of the Effective Date. If Service Provider terminates this Agreement based on the results of this search, the annual fee paid by Member will be refunded less any additional service fees incurred by Service Provider. Member agrees that the information they have provided may be used for a background check. Member agrees to provide necessary information if a background check is requested. Service Provider strongly encourages Members to run a background check on other members with whom Member has been matched. Member acknowledges that Service Provider is an introduction service and does not require or restrict matches based on the information it supplies and is not responsible for other parties requiring or limiting activity based on Service Provider's service.

10. Indemnification

Member agrees to indemnify, defend, and hold Service Provider, its directors, employees, agents, representatives, and affiliates harmless from any claims, actions, or damages arising out of or related to the Member's use of the matchmaking services or interactions with individuals introduced by Service Provider. Member further indemnifies and holds Service Provider harmless based on Member's use of the service provided by the Service Provider.

11. Dispute Resolution

Any dispute arising from or related to this Agreement shall be resolved through arbitration in the jurisdiction of Dakota County, State of Minnesota.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflicts of law principles.

13. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior negotiations, understandings, or agreements. Any amendments or modifications must be in writing and signed by both Parties.

14. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect