



abn:
99 159 954 668

address:
PO BOX 659
Mermaid Beach
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web:
findmymatch.net.au

email:
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Find My Match Terms & Conditions of Membership

Dear.....

Regarding: Application to enrol into a file

Thank you for your application to engage the services of Find My Match.

When you are reading this contract, we request that you pay particular attention to the following conditions before signing and, if you require, obtain independent advice in relation thereto.

1. Do not provide us with credit card particulars unless you intend to pay for the service by credit card. Your provision of credit card particulars and execution of this letter constitutes authority to debit your credit card subject to verification of authorisation by telephone.
2. Except where required by the Trade Practices Act or other applicable law, Find My Match shall not be obligated to refund any money paid pursuant to the contract in any circumstances whatsoever.
3. There are a number of levels of service offered by Find My Match at prices ranging from \$500 to \$20,000 (excluding GST). The price paid determines the duration of the contract; the priority accorded to your file by our consultants and your eligibility for advertising. To avoid disappointment, please read the Schedule which defines each of the categories of service offered to ensure that you understand the distinction between each level of service offered and the price payable
4. If, during the currency of your contract with Find My Match, you wish to upgrade your file to a higher category of service, you may do so. In that event the cost of the current file will be credited against the price payable for the higher category of service, unless the current file is expired or cancelled.
5. Find My Match cannot guarantee that it will find you a suitable partner. You are paying for a consultancy service whereby we endeavour to introduce you to members with whom we believe you may be compatible, having regard to

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your mutual interests and future goals. To this end, stated preferences will be used by our consultants as a general guide to a partner who may be suitable. Find My Match will use its selection processes and extensive client base to provide as many introductions to persons, having regard to the category of service in which you have enrolled and your reasonable aspirations as to a suitable partner.

THIS Agreement is made between
..... (Client) and *FIND MY MATCH*

1. Interpretation

In this Agreement "Introduction Consultancy Services" shall mean the selection process whereby consultants employed by Find My Match shall endeavour to introduce the customer to one or more persons who are deemed by Find My Match consultants in their sole discretion to be suitable candidates for a long term relationship or friendship with the customer having regard for the customer's stated preference; the customer's reasonable aspirations; and the category of service stipulated and paid for by the customer.

"Category of Service" shall mean either or all of the following services:

1. Basic (2 months)
2. Mid (4 months)
3. High (6 months)
4. Premium (12 months)
5. VIP (12 months)

A full description of the services available under each of these categories appears in the Schedule to this Agreement.

Services

The customer has requested and Find My Match has agreed to provide an Introduction Consultancy Service for the price and term stipulated in the category of service nominated by the customer or until the customer notifies Find My Match that he/she has formed a long term relationship subject to the terms and conditions contained in this Agreement.

Obligations of Find My Match

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- (i) Find My Match warrants to its customers that it offers genuine introductions to candidates drawn from its existing customer base and persons who respond to advertisements placed by Find My Match either on its behalf or on behalf of customers.
- (ii) In determining a candidate's suitability for introduction to the customer, Find My Match will have regard to the customer's requirements and stated preferences. The customer's requirements and stated preferences will not be binding upon Find My Match but shall be treated by Find My Match as general indications of the customer's interests, temperament, future goals and compatibility with other Find My Match customers.
- (iii) Find My Match shall provide to the customer introductions to persons subject to the priority accorded to the customer's file having regard to the category of services nominated and paid for by the customer.

Commencement and Duration

This Agreement shall commence on the date hereof or upon Find My Match's acceptance of the customer's payment, whichever shall be the earlier. Find My Match shall commence providing the Introduction Consultancy Service within a reasonable time after the date of this Agreement and shall continue to do so for the time referred to in Clause 2 hereof.

5. Payment

(A) Payment may be made by credit card or cash. In the event the customer elects to

pay by way of credit card:

- (i) The customer warrants to Find My Match the payment so effected does not involve exceeding the customer's authorisation credit limit with the relevant credit provider, and further
- (ii) The customer's provision of credit card particulars and execution of this Agreement shall constitute authority to Find My Match to charge the price of the introduction consultancy service referred in Clause 2 and the Schedule to the customer's credit card subject to the customer's verbal telephone authorisation

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- (iii) Provided always that the above procedure of payment by credit card shall only be adopted in circumstances where it is impractical for the customer to sign card voucher or where the customer has specifically requested that payment be effected in the above manner.

(B) The customer may by prior Agreement with Find My Match pay the price of the Introduction Consultancy Services by instalments. In the event of the customer's failure to meet payment of any one instalment for a period of seven (7) days, the remaining amount unpaid shall thereupon become immediately due and payable.

6. Advertising

(A) At its discretion, Find My Match may advertise the customer's particulars, seeking on behalf of the customer, introductions from members of the public. When Find My Match has paid for the advertisements, a person responding to the advertising may be obliged to pay Find My Match a joining fee in order to be introduced to the customer.

(B) In the circumstances where the customer has paid for an advertisement for introductions to members of the public, a person responding to the advertisement shall not be obliged to pay a joining fee unless he/she is seeking to engage the services of Find My Match.

(C) Any advertising placed by Find My Match in respect of VIP, VIP Gold and VIP Platinum categories of services shall be subject to the limits referred to in the Schedule, the availability of advertising space and at a price acceptable to Find My Match.

(D) Find My Match will place advertising at the request of the customer which otherwise is not provided for in this Agreement upon payment of a further fee negotiated and agreed with by the customer.

7. Rights and Obligations of the Customer

(A) The customer shall be entitled to an unlimited number of introductions drawn from candidates registered with Find My Match or who respond to advertising placed by Find My Match on behalf of customers, subject always to the category of services in which the customer has enrolled and the priority accorded to those files;

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(B) The Introduction Consultancy Service shall be provided by Find My Match to customers in the following order of priority (in that candidates shall first be introduced to customers enrolled in the category or categories of service with higher priority before being introduced to customers enrolled in category or categories of service with lesser priority);

1. Cost Saver
2. Bronze
3. Silver
4. Gold
5. Platinum
6. VIP
7. VIP Gold
8. VIP Platinum

(C) If the customer has enrolled into a category of the service comprising Platinum, VIP, VIP Gold, VIP Platinum, he/she shall be entitled to place the file on hold whereupon the duration of the file shall be suspended. If the file is not reactivated by the customer in writing and received by Find My Match within 12 months after placing the file on hold, this Agreement shall be thereupon terminated.

(D) The customer may, within the duration of this Agreement elect to upgrade to a higher category of service upon payment of the higher fee payable for such upgraded category of service less the price paid pursuant to this Agreement.

(E) Find My Match reserves the right to terminate this Agreement if in its reasonable opinion the customer has conducted him/herself in any manner whatsoever which may bring Find My Match into disrepute or which justifiably offends any person introduced to the customer including, but without limiting, the generality of the foregoing, making unwanted sexual advances or acting in such manner as to cause offence to Find My Match or persons introduced to the customer by Find My Match.

(F) The customer shall contact Find My Match after each introduction to discuss the results and Find My Match will not pursue further introductions until contact has been made by the customer.

(G) The customer acknowledges that:

- (i) The categories of service have been explained to the

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opportunity extended to him/her to seek independent advice in relation to this Agreement from a third party prior to execution thereof.

(ii) Find My Match cannot guarantee that the customer will meet the ideal partner through Find My Match and does not warrant the suitability of any candidate for introduction to the customer.

(H) Where the customer has reason and the relevant consultant is unavailable, Find My Match shall at its discretion assign another consultant to service the customer's file.

8. Dispute Resolution

(A) If any dispute arises in connection with this Agreement, the complainant must tell the other party, in writing:

- (i) The nature of the dispute
- (ii) What outcome the complainant wants; and
- (iii) What action the complainant thinks will settle the dispute.

(B) The parties will make every effort to resolve the dispute by mutual negotiation.

9. General Provisions

(A) Except where required by the Trade Practices Act or other applicable law, the customer is not entitled to any refund of any amounts paid under the Agreement after the Agreement has commenced or if it is terminated pursuant to Clause 7 (E).

(B) Find My Match shall use the information provided by the customer for the

purpose of performing its obligations under the Agreement and for no other purpose and shall keep confidential personal particulars and other information pertaining to the customer.

(C) This Agreement shall contain the entire Agreement between Find My Match and the customer and supersedes any prior representations to the customer. The parties acknowledge that there are no collateral Agreements of any kind except as set out herein.

(D) The customer hereby indemnifies Find My Match, its servants and agents from any loss or damage arising from the conduct of a person introduced to the customer by Find My Match pursuant to this Agreement and forever discharge and releases Find My Match from any liability for damages or

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other relief which it may otherwise be liable to pay to the customer in respect of loss or damage caused by the conduct of a person introduced to the customer by Find My Match pursuant to this Agreement.

(E) As part of our complaint resolution procedure, clients may be entitled to sell their remaining membership to a person who is accepted by Find My Match to be an eligible member. This is solely the responsibility of the paying client.

(F) Customers may also be entitled to the preparation of a personal video recording and website memberships at an extra cost. Customers wishing to explore these additional services should discuss them with their consultant.

(G) Customers may also be entitled to archive facilities for holds of over 12 months for an extra charge. Customers wishing to explore this option should discuss it with their consultant.

(H) Any customer who wishes to cancel facilities or services during the course of his/her membership may have to pay a cancellation fee.

(I) Save for membership categories 7 and 8, no advertising is included in any membership categories. However, a customer in any of membership categories 1 to 6 is entitled to advertising upon payment of an additional fee. Customers falling within these categories who desire additional advertising should discuss the matter with a consultant.

(J) It is possible for services in membership categories 5 to 8 to be provided to the consultant on credit. The customer agrees to immediately pay for any services provided on credit upon request by Find My Match.

SCHEDULE

Service System - Description

1. **Basic 2 months (\$440 including GST)**

The customer shall be entitled to Introduction Consultancy Services for a period of three months. For this time, the customer shall be entitled to Telephone and Mail introductions and will work with the Introductions Department.

2. **Mid 4 months (\$660 including GST)**

The customer shall be entitled to Introduction Consultancy Services for a period of six months. For six months, the

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customer shall be entitled to telephone and mail introductions and will be looked after by the Introductions Department.

3. High 6 months (\$990 including GST)

The customer shall be entitled to eight months' membership with telephone and mail introductions; and access to respond to advertisements published by Find My Match in relation to its other customers plus Web access, photo profiles, e-mails, if available.

4. Premium 12 months (\$1650 including GST)

The customer shall be entitled to a period of twelve months membership with telephone and mail introductions; and to respond to advertisements published by Find My Match in relation to clients. Personal consultant, photo profiles if available and web access.

6. VIP 12 months (\$5500 including GST)

The customer shall be entitled to Introduction Consultancy Services for a period of two year subject to the priority accorded to the categories of services set out below in 7 and 8 and the service of a consultant of the customer's choice. Personal consultant, photo profiles if available and web access.

Payments and Extra Conditions

I, have read and understood this Agreement and agree that I am bound by these conditions.

Dated this..... day of
Client

Signature *Find My Match* Accounts Approved