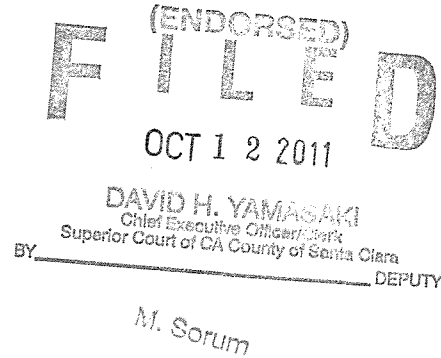


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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

111CV211205

JOHN DOE,

Plaintiff,

vs.

POSITIVE SINGLES.COM and
SUCCESSFULMATCH.COM, a
California Corporation, and DOES 1-10,

Defendants.

Case No.:

**COMPLAINT FOR VIOLATION
OF CALIFORNIA'S UNFAIR
COMPETITION LAW AND
CONSUMERS LEGAL
REMEDIES ACT**

Plaintiff John Doe ("Plaintiff") by his undersigned attorney, hereby alleges as follows:

SUMMARY OF ACTION

1. Defendant Successfulmatch.com runs a series of websites that offer dating relationships to members of the public, including a site with the domain name PositiveSingles.com. The method that Defendant has chosen to expand its reach on the internet is to offer commission dollars to anyone that can create a domain name to be used to set up new and additional, related websites. This program has been so successful that Successfulmatch.com has set up hundreds or thousands of dating websites all pointing to the same group of people that includes Plaintiff. Examples of the creative names that Successfulmatch.com has generated are Gaypozdating.com, AIDSDate.com, herpesinmouth.com, ChristianSafeHaven.com, MeetBlackPOZ.com and PositivelyKinky.com. Defendants' system is to maintain a single database that is "powered by PositiveSingles.com" which contains the information or "Profile"

of everyone who registered through PositiveSingles.com or any of the hundreds or thousands of these affiliated websites, but without disclosing to anyone who registers that their profiles will be displayed on websites that they never would have allowed their information on if they had known about it. Moreover, people who register on websites focused on these traits, such as kinky, gay, Christian, or whatever, are placed into a mix of tens of thousands of people who do not share these traits and are not interested in those who do.

2. Plaintiff is a person who signed up with the more discrete website, PositiveSingles.com. He is not black, gay, Christian or HIV positive and was unaware that Defendant was creating websites that focused on such traits that would include his profile, thus indicating that he was all of these things and more.

3. Plaintiff seeks restitution or damages based on amounts paid to Defendants and any other compensatory damages that may be proven. Plaintiff further seeks preliminary and permanent injunctions prohibiting Defendants from posting Plaintiff's profile and the profiles of class members on any website other than the website that they registered with. Finally, Plaintiff seeks a declaration that certain provisions of the Terms of Service utilized by Defendants in its websites are unconscionable.

PARTIES AND JURISDICTION

4. Plaintiff, John Doe, is a resident of California.

5. Defendant SuccessfulMatch.com is a California corporation, with offices in Mountain View, California and which is doing business in the state of California. SuccessfulMatch.com describes itself as the “owner and provider of PositiveSingles.com.”

6. Defendant PositiveSingles.com is a website run by SuccessfulMatch.com.

7. Plaintiff is presently unaware of the true names and capacities of the defendants named in this Complaint as Does 1-10 and so have sued those defendants under fictitious names. Pursuant to the California Code of Civil Procedure, Plaintiff will amend this Complaint to state the true names and capacities of the Doe defendants once that information is ascertained.

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1 8. Defendants' Terms of Service (attached as Exhibit A) provide as follows:

2 "The Agreement and the relationship between you and SM.com shall be governed by the
3 laws of the State of California without regard to its conflict of law provisions. You and
4 SM.com agree to submit to the personal and exclusive jurisdiction of the state courts
5 located in Santa Clara County, California or the United States District Court for the
6 Northern District of California."

7 9. The amount in controversy in this action far exceeds the jurisdictional limits of
8 this court.

9 **FACTS APPLICABLE TO ALL CLAIMS**

10 10. Defendants prey on the vulnerability of the members of the public that tested
11 positive for STDs. On the Home page of PositiveSingles.com, Defendants lure them in with
12 empathetic sounding statements like, "[Y]ou feel like you are all alone in the world. Do you
13 wish there was a place where you didn't have to worry about being rejected or discriminated?
14 This is a warm-hearted and exclusive community for singles and friends with STDs." (See
15 PositiveSingles.com home page attached as Exhibit B.) The home page of PositiveSingles.com
16 goes on to recognize the sensitivity of this information, claiming that, "We care about your
17 **privacy** more than other sites," with the word privacy emphasized in the original. *Id.*

18 11. From the home page of PositiveSingles.com, one can go to the registration page
19 by clicking on the button labeled, "Join for Free" or by clicking on the link which says,
20 "Totally Free To Place A Fully Anonymous Profile." Exhibit B.

21 12. At the very top of the registration page, it states that this is a "100% Confidential
22 and Comfortable Community" and exhorts the reader: "Don't let your condition ruin your life!"
23 Exhibit B.

24 13. On the registration page below the heading "Join for Free," the site states:
25 "It's absolutely 100% FREE to try out PositiveSingles and find std singles. There is no
26 obligation to stay and you can cancel at any time, no questions asked. We do not
27 disclose, sell or rent any personally identifiable information to any third party
28 organizations." Exhibit B.

1 14. Once the registration page is completed, the site offers different levels of service.
2 The free and anonymous level provides the lowest level of service, unlikely to generate any
3 desired results. If, however, one pays for a higher level of service, more information is made
4 available, a picture can be posted and the like.

5 15. At the bottom of the registration page is a link to the "Service Agreement" which
6 would not be apparent until after the information blanks on the page were filled in. Exhibit B.
7 There is no requirement that anyone view the Terms of Service in order to register on the
8 website.

9 16. The SuccessfulMatch.com website is very different than PositiveSingles.com.
10 On the SuccessfulMatch.com home page the viewer is offered not an opportunity to meet other
11 like minded people for dating, but rather is offered the ability to start online dating websites.
12 (See SuccessfulMatch.com home page attached as Exhibit C.) According to
13 SuccessfulMatch.com, "Online dating is the best recession-proof business model. Our private
14 label program pays one of the highest commissions. Some of our partners earn close to \$10,000
15 each month." *Id.* The site goes on to explain that all you have to do is register a domain name
16 that you make up and send it to Successfulmatch.com who then puts you in business with people
17 already registered on their dating sites, like Plaintiff. *Id.*

18 17. The SuccessfulMatch.com site offers "Zero Set Up Cost:"

19 "If you don't have a dating website, we can set it up for you at no cost. You can pick the
20 name for the site, and domain and brand. We take care of dating software, membership
21 database, payment processing, hosting, customer support and much more." *Id.*

22 18. It also offers "Pre-populated Member Databases:"

23 "Your dating site will share hundreds of thousands of profiles with other similar sites we
24 have already set up. Your users can immediately contact hundreds of thousands of other
25 users with the same interests once they register." *Id.*

26 19. The result of this process is that hundreds or thousands of websites have been
27 established that all point to the same database of profiles. Consequently, the personal profile,
28 picture and other information of those who have one condition or characteristic are displayed on

1 hundreds or thousands of websites addressed to conditions and characteristics they do not have,
2 such as being HIV positive, kinky, black or of other ethnic groups, Christian or affiliated with
3 other religions, gay, or otherwise.

4 20. Each of these websites is set up by SuccessfulMatch.com using virtually identical
5 formats that emphasize they are unique and exclusive locations without disclosing the names of
6 any of the other websites that the person's profile and private information will be shown on.
7 (*Compare Exhibit B with Exhibit D.*) Each of these websites states that it is totally safe and
8 secure and that it does not disclose, sell or rent any personally identifiable information to any
9 third party organizations." These statements are false and misleading as made in that the
10 websites disclose the information to anyone who can come up with a domain name and that
11 spreading one's information around hundreds or thousands of websites that portray the
12 individual as something they are not violates the promise to keep the information "totally safe
13 and secure."

14 21. Defendants' websites utilize a common form of Terms of Service that are
15 presented on a take it or leave it basis. No member is required to review the Terms of Service
16 before registering on Defendants' websites and most members never see the terms. The
17 websites are designed so that the Terms of Service cannot be printed, so that if any person wants
18 a paper copy they are required to personally contact SuccessfulMatch.com and request it.
19 Included in the Terms of Service (Exhibit A) are 3 provisions that are so extreme as to shock the
20 conscience. These provisions are quoted from the Terms of Service as follows:

21 a. "To expand the availability of profiles on SuccessfulMatch sites, profiles may be
22 shared with other sites within the SuccessfulMatch Network. By posting or maintaining
23 a profile on this or any other SuccessfulMatch Network site, you agree and consent that
24 said profile shall be subject to placement on other SuccessfulMatch Network sites, at the
25 discretion of SuccessfulMatch, without further notice."

26 b. "Anytime you as a Member and/or Standard member upload files, messages,
27 enter data or engage in any other form of communication, individually or collectively,
28 within the Site, you grant to SM.com a perpetual, world wide, irrevocable, unrestricted,

1 non-restricted, non-exclusive, royalty-free license to use, including but not limited to
2 promotional and advertising purposes, copy, license, sublicense, adapt, distribute,
3 display, publicly perform, reproduce, transmit, modify, edit and otherwise exploit such
4 communications and any ideas or original materials contained in such communications,
5 in all media now known or hereafter developed. This grant shall include the right to
6 exploit any and all proprietary rights in such communications including, without
7 limitations, any and all rights under copyright, trademark, service mark or patent laws
8 under any relevant jurisdiction.”

9 c. “You agree that regardless of any statute or law to the contrary, any claim or
10 cause of action arising out of or related to use of the Service or the Agreement must be
11 filed within one (1) year after such claim or cause of action arose, or be forever barred.”

12 **CLASS ACTION ALLEGATIONS**

13 22. Plaintiff brings this action on behalf of all others similarly situated. Plaintiff
14 seeks to represent the following Class, initially defined as:

15 All residents of the State of California who registered for use of
16 the PositiveSingles.com website or any other website indicating
17 that it was “Powered by PositiveSingles.com” during the four year
period ending on October 1, 2011.

18 Excluded from the Class are all employees of Defendants, the judge that hears
19 this action, and counsel for any of the parties herein.

20 23. Numerosity of Class --- Code Civ. Proc., § 382: Members of the Class are so
21 numerous that their individual joinder is impracticable. Plaintiffs are informed and believe, and
22 on that basis allege, that the proposed class contains hundreds of members. The precise number
23 of Class members is unknown to Plaintiff. The true number, identification and addresses of
24 Class members are known by Defendants, however, and thus may be notified of the pendency of
25 this action by email or directly through their internet accounts registered with Defendants, by
26 mail, or supplemented (if deemed necessary by the Court) by published notice.

27 24. Existence and Predominance of Common Questions of Fact and Law --- Code
28 Civ. Proc. § 382: There is a well defined community of interest in the questions of law and fact

involved that all of the Plaintiffs and Class members have been harmed by Defendants' conduct and they predominate over any individual questions. These common legal and factual questions include:

- a. Whether Defendants' websites contain false and misleading statements or omissions of material information in light of the statements made as alleged above;
- b. Whether the provisions of Defendants' Terms of Service quoted above are unconscionable under California Law;
- c. Whether Defendants' conduct was unfair, unlawful or capable of deception within the meaning of California's Unfair Competition Law;
- d. Whether the Class is entitled to damages, restitution, and/or other relief.

25. Typicality --- Code Civ. Proc. § 382: Plaintiff's claims are typical of the claims of the Class because Plaintiff and all the Class members are registered users of PositiveSingles.com or websites "Powered by PositiveSingles".

26. Adequacy --- Code Civ. Proc. § 382: Plaintiff is an adequate representative of the Class because his interests do not conflict with the interests of the Class that he seeks to represent; he has retained counsel competent and experienced in complex class action litigation; and Plaintiff intends to prosecute this action vigorously. The interest of the Class will be fairly and adequately protected by Plaintiff and his counsel.

27. Superiority --- Code Civ. Proc. § 382: The class action is superior to other available means for the fair and efficient adjudication of the claims of Plaintiff and members of the Class. The injury suffered by individual Class members is relatively small in comparison to the burden and expense of individual prosecution of the complex and extensive litigation necessitated by Defendants' conduct. In addition, the prosecution of separate actions by individual Class members presents a potential for inconsistent and contradictory judgments that may establish incompatible standards of conduct for Defendants. Individualized litigation increases the delay and expense to all parties, and to the court system, as a result of the complex legal and factual issues of the case. By contrast, the class action device presents far fewer management difficulties, and provides the benefits of single adjudication, economy of scale, and

comprehensive supervision by a single court.

CLAIMS

FIRST CAUSE OF ACTION

Violation of Unfair Competition Law

28. Plaintiff realleges and incorporates each and every allegation set forth in the paragraphs above.

29. Plaintiff asserts this cause of action individually and on behalf of all members of the Class against Defendants for acts and practices constituting a common and continuing course of conduct of unfair, unlawful and deceptive business practices as defined by the California Business and Professions Code §§ 17200, *et seq.*

30. Defendants' conduct is unfair in that it offends public policy, is immoral, unscrupulous, unethical, deceitful and offensive, and causes substantial injury to Plaintiff and members of the Class.

31. Defendants' conduct causes substantial injury to Plaintiff and the Class because, as a result of such conduct, their information is disseminated on hundreds or thousands of websites without their knowledge or meaningful consent and they are portrayed in a manner that is unfavorable to them.

32. Plaintiff and the Class have suffered injury in the form of actionable losses of money as a direct and proximate result of Defendants' business practices, including money that Plaintiff paid to register as a member of positivesingles.com that he would not have paid if he had known the true nature of Defendants' business.

33. Plaintiff and Class members are entitled to full restitution of the amounts they paid to Defendants in connection with their membership on Defendants' websites.

34. Plaintiff seeks an order enjoining Defendant from continuing to engage in the business practices described in this complaint, and any other act prohibited by law, as well as an order requiring Defendant to cease all current collection activities from Plaintiff and the Class.

35. Plaintiff seeks an order for restitution compelling Defendants to return the monies wrongfully obtained as a result of unfair business practices, such monies in good

1 conscience properly belong to Plaintiff and those other persons in interest from whom the
2 money was improperly taken.

3 36. Plaintiff also seeks an order awarding attorneys' fees and costs pursuant to Code
4 of Civil Procedure Section 1021.5.

5 **SECOND CAUSE OF ACTION**

6 **Violation of Consumers Legal Remedies Act**

7 37. Plaintiff realleges, as if fully set forth, each and every allegation previously
8 alleged.

9 38. This claim is brought against Defendants pursuant to the Consumers Legal
10 Remedies Act ("CLRA"), California Civil Code §1750, et seq.

11 39. The Subject websites are "services" as defined by California Civil Code
12 §1761(a).

13 40. Defendants are "persons" as defined by California Civil Code § 1761(c).

14 41. Plaintiff and the members of the Class are "consumers" as defined by California
15 Civil Code § 1761(d).

16 42. Plaintiff and the Class engaged in "transactions" as defined under California
17 Civil Code § 1761(e).

18 43. Defendants' conduct violated and continues to violate the CLRA in at least the
19 following respects:

20 a. Defendants' representations that the websites are unique and exclusive locations
21 combined with the failure to identify the names and nature of other websites where the
22 class members' information would be posted violates Section 1770(a)(3)(5) and (9);

23 b. Defendants' statements on the registration page of these websites to the effect
24 that the "system is totally safe, secure, spam-free and easy to use," and that "[t]here is no
25 obligation to stay and you can cancel at any time, no questions asked. We do not
26 disclose, sell or rent any personally identifiable information to any third party
27 organizations," violates Section 1770(a)(5)(9) and (14);

28 //

1 c. Defendants' omission of the names of the individuals and entities with whom
2 they are partnered and the websites where information input into any particular site that
3 is "Powered by PositiveSingles.com" will be posted constitutes additional violations of
4 the sections identified in paragraphs a. and b. above.

5 44. The provisions of Defendants' Terms of Service quoted in paragraph 21 are
6 unconscionable in violation Section 1770(a)(19).

7 45. Defendants actively concealed and failed to disclose the true nature and
8 characteristics of its websites in order to induce consumers to believe such claims and lead them
9 to purchase memberships from Defendants' websites to their detriment.

10 46. Pursuant to Section 1782 of the Act, Plaintiff notified Defendant in writing of the
11 alleged violations of the Act on August 5, 2010, more than 30 days prior to filing this complaint.

12 47. Plaintiff demanded that Defendant take such steps as are appropriate to rectify
13 the problems associated with the defects and misrepresentations listed above and requested
14 Defendant give notice to all affected consumers of its intent to so act. Defendant did not provide
15 the relief requested.

16 48. As a result of Defendant's acts and practices, Plaintiff, on behalf of himself and
17 all Subclass members, seeks actual damages in an amount to be proven at trial; an order
18 enjoining Defendant from continuing to engage in unlawful, unfair or fraudulent business
19 practices, and any other act prohibited by law; an Order requiring Defendants to notify Class
20 members of the misrepresentation; compensatory, statutory and punitive damages as well as
21 attorneys fees and costs and any other relief the Court deems proper.

22 PRAYER FOR RELIEF

23 WHEREFORE, Plaintiff prays that this Court enter judgment on his behalf as follows:

24 A. For an order requiring and certifying this action to be a class action, and
25 appointing Plaintiff as the representative of the Class and designating his counsel as counsel for
26 the Class;

27 B. For an order finding the conduct of Defendants constitutes unlawful, unfair or
28 deceptive business practices within the meaning of California's Unfair Competition Law,

1 California Business and Professions Code § 17200, *et seq.*;

2 C. Entering judgment against Defendants and in favor of Plaintiff and each Class
3 member for restitution;

4 D. For an order enjoining Defendants from continuing the conduct alleged herein;

5 E. For an order requiring Defendants to cease all current collection activities from
6 Plaintiff and the Class;

7 F. For compensatory, and punitive damages as may be appropriate;

8 G. For an order requiring Defendant to provide written notification to Plaintiffs and
9 Class that they do not owe any amount to Defendant;

10 H. For prejudgment and post-judgment interest;

11 I. For equitable relief, including a judicial determination of the rights and
12 responsibilities of the parties;

13 J. For attorneys' fees;

14 K. For costs of suit;

15 L. For such other relief as the Court may deem just and proper.

16
17 DATED: October 11, 2011

GREEN WELLING, P.C.

18
19 By: 

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EXHIBIT A

TERMS & CONDITIONS OF SERVICE

This is a legal Agreement (the "Agreement") between you and SuccessfulMatch.com ("SM.com"), the owner and provider of PositiveSingles.com. Please read this Agreement carefully before registering for the PositiveSingles.com service. PositiveSingles.com is a service through which adults (the "Member") can meet other adults with similar interests and backgrounds online (the "Service").

By registering for PositiveSingles.com, you become a Member of the Service, and you agree to be bound by the terms and conditions of this Agreement for as long as you continue to be a Member. If you do not agree to the terms, please do not register for the PositiveSingles.com Service. The terms are subject to change by SM.com at any time, effective upon notice to you by the posting on the PositiveSingles.com Site, and your use of the Service after such posting will constitute acceptance by you of such changes.

1. ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS & CONDITIONS

1.1 The Service is provided to you under the terms and conditions of this Agreement, and the SM.com's Privacy Policy.

1.2 You must be at least 18 years of age to register as a Member of PositiveSingles.com or use the Site. Membership in the Service is void where prohibited.

1.3 By completing the registration process, clicking the checkbox labeled "I have read and understood this Agreement and agree to all the provisions contained above" and using the Site, you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by all the terms and conditions in the Agreement.

1.4 If you wish to obtain a copy of this Agreement in non-electronic form, please contact SM.com at the address listed on our **Contact page**.

2. MEMBER'S REGISTRATION INFORMATION

2.1 As a condition for using the Service, you agree to:

- provide true, accurate, current and complete information about yourself as prompted during the registration process, including but not limited to the Contact Information form; and
- to maintain and update this information to keep it true, accurate, current and complete.

2.2 If any information provided by you is found to be untrue, inaccurate, non-current or incomplete, SM.com has the right to terminate your account and refuse any and all current or future use of the PositiveSingles.com Service.

3. PROFILE SHARING AND DISTRIBUTION

To expand the availability of profiles on SuccessfulMatch sites, profiles may be shared with other sites within the SuccessfulMatch Network. By posting or maintaining a profile on this or any other SuccessfulMatch Network site, you agree and consent that said profile shall be subject to placement on other SuccessfulMatch Network sites, at the discretion of SuccessfulMatch, without further notice.

4. CONTENT POSTED BY YOU

4.1 You hereby acknowledge, understand and agree that all information disclosed by you to SM.com and any of its other companies, has been disclosed freely and knowingly, and that any and all information posted in or on the SM.com Site or any other Site owned by SM.com will be used in furtherance of the services

SM.com offers. The information will not be disclosed knowingly or willfully to any third party without your authorization as described in detail in the SM.com Privacy Policy, except as may otherwise be permissible by this Agreement and required by the Services offered by SM.com .

4.2 You acknowledge that by submitting any type of communications to SM.com , no fiduciary, confidential, contractually implied or other relationship is created between you and SM.com or any of its subsidiaries or affiliates other than those expressly subject to these terms and conditions.

4.3 Anytime you as a Member and/or Standard member upload files, messages, enter data or engage in any other form of communication, individually or collectively, within the Site, you grant to SM.com a perpetual, world wide, irrevocable, unrestricted, non-restricted, non-exclusive, royalty-free license to use, including but not limited to promotional and advertising purposes, copy, license, sublicense, adapt, distribute, display, publicly perform, reproduce, transmit, modify, edit and otherwise exploit such communications and any ideas or original materials contained in such communications, in all media now known or hereafter developed. This grant shall include the right to exploit any and all proprietary rights in such communications including, without limitations, any and all rights under copyright, trademark, service mark or patent laws under any relevant jurisdiction.

4.4 SM.com has and reserves the right to remove anything that it deems, in its sole and absolute discretion and in compliance with relevant laws, does not comply with the terms of use, or is offensive, vulgar, racist, harmful, or otherwise unfit.

5. MEMBER INFORMATION & EMAIL

5.1 SM.com considers non-public member account information, including but not limited to information provided during the registration process and e-mail communications transmitted through the Service, to be private information. SM.com shall not disclose such information to any third parties without your consent. However, you acknowledge and agree that SM.com may in good faith disclose such information if it is reasonably necessary:

- to comply with the law;
- to enforce the Agreement;
- to respond to claims that such content violates the rights of third-parties; and
- to protect the rights or interests of SM.com and its users.

5.2 You understand and agree that SM.com may access the content of your account in order to identify and resolve technical problems or service complaints.

6. MODIFICATIONS TO SERVICE AGREEMENT

SM.com reserves the right, at its sole discretion, to modify, change, add or remove any portion of these terms and conditions of use, in whole or in part, at any time. You will be informed of any such changes by a notice on the log-in page of the Service stating that the Agreement has changed. Changes in these terms and conditions will be effective from the time they are posted on the site. Your continued use of the Service after SM.com has posted such notice constitutes your acceptance of any such changes.

7. MODIFICATIONS TO SERVICE

7.1 SM.com reserves the right to modify or discontinue, temporarily or permanently, the PositiveSingles.com Service with or without notice to you.

7.2 You agree that SM.com shall not be liable to you or any third party for any modification or discontinuation of the Service.

8. MEMBER CONDUCT

8.1 You agree to be solely responsible for the contents of your transmissions to or through the Service and for your interactions with other SM.com members.

8.2 You agree to abide by all applicable local, state, national, and international laws and regulations in your use of the Service, and agree not to attempt to gain unauthorized access to other computer systems or networks connected to the PositiveSingles.com Service. You also agree not to interfere with the use and enjoyment of the Service by other members.

8.3 You agree not to transmit any unlawful, harassing, libelous, privacy invading, sexually and/or racially offensive, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind.

8.4 You agree not to transmit any material that violates the rights of another, including but not limited to the intellectual property rights of another.

8.5 You agree not to transmit "junk mail", "spam," "chain letters," or unsolicited mass distribution of email, or to use the PositiveSingles.com Service for any commercial purposes.

9. USE OF SITE

9.1 You agree not to interfere or attempt to interfere with the operation of the site (the "Site"), Service and/or Software use to operate the Site and the Service (the "Software") in any way through any means or device including but not limited to uploading computer viruses, hacking, spamming and/or time bombs, or by means expressly prohibited by any provisions of these terms and conditions.

9.2 You and/or any Member and/or Standard member may not at any time attempt to use or act upon any software, robot, and bot, spider and/or any other means of entering the Site and/or Service. You may not post any type of service or URL for any reason.

9.3 You agree not to include in your public profile any telephone numbers, street addresses, last names, URLs, email addresses, offensive anatomical or sexual references or offensive sexually suggestive language. You also agree not to post any photos containing nudity or otherwise offensive material in any areas on the Site or the Service, which are accessible to the public or SM.com's general membership.

9.4 SM.com reserves the right, but has no obligation, to reject or remove any profile or photo that does not comply with the letter or spirit of the Agreement.

9.5 Your membership in the PositiveSingles.com Service is for your sole personal use. You may not authorize others to use your membership and you may not assign or otherwise transfer your account to any other person or entity. You are responsible for logging out if your computer is accessible to others. This prevents unauthorized access.

10. NO RESALE OF SERVICE

You agree not to resell the PositiveSingles.com Service or use of or access to the Service.

11. PAYMENT TERMS

11.1 For purposes of your use of our Service, you agree to provide us with true, accurate and complete information as required by the subscription or sign up process ("Subscription Data"), including your legal name, address, phone number, email address and other billing information (e.g., credit card number and expiration date), and to allow us to share your Subscription Data with third parties for the purpose of verifying the information you provide and billing your credit card or otherwise charging your account.

11.2 Payment for the Service may be made by credit card or other means by which SM.com authorizes.

11.3 The monthly service charges are subject to change without any notice.

11.4 You agree to promptly inform SM.com of apparent breaches of security, such as loss, theft, or unauthorized disclosure or use of an ID or password. Until SM.com is notified by e-mail of a breach in security, the Member will remain liable for any unauthorized use of the service.

12. TERMINATION

12.1 You agree that SM.com may, in its sole discretion, terminate or suspend your access to all or part of the Service for any reason, including, without limitation, breach of the Agreement or any subsequent modifications, or your attempt to assign your account to a third party. You acknowledge and agree that termination may be effected without prior notice, and acknowledge and agree that SM.com may immediately delete files in your account and bar any further access to it. SM.com may also impose limits on certain services and features or restrict your access to parts or the entire Site without notice or liability.

12.2 You acknowledge and agree that any suspected fraudulent, abusive or illegal activity may be termed as grounds for termination of your account and may be referred to appropriate law enforcement authorities.

12.3 Should you object to any terms and conditions of the Agreement, or any subsequent changes to the Agreement, or become dissatisfied with the Service in any way, your only recourse is to immediately discontinue and terminate your membership with the Service; and then notify SM.com of termination by sending an e-mail to support@PositiveSingles.com.

12.4 Your membership under this Agreement shall be available for an unspecified term on an at-will basis. If SM.com terminates your membership in the Service because you have breached this Agreement, you will not be entitled to any refund of unused subscription fees. Even after your membership has terminated, this Agreement will remain in effect. All terms that by their nature may survive termination of this Agreement shall be deemed to survive such termination.

13. DEALINGS WITH ADVERTISERS, VENDORS & OTHER THIRD PARTIES

13.1 You acknowledge and agree that any and all links from SM.com and/or all other sites owned and/or operated by SM.com on the World Wide Web and/or the Internet, to other sites do not constitute an endorsement from SM.com or any of its partners, affiliates, and/or other sites or services. These links are provided as an information service only. It is the responsibility of the Member to evaluate the content and usefulness of information from these links.

13.2 Because SM.com has no control over such sites and recourses, you acknowledge and agree that SM.com is not responsible for the availability or content of such external sites or resources.

13.3 You agree not to hold SM.com liable for any loss or damage of any sort incurred as the result of the presence, availability or non-availability of the advertisers, partners, vendors or other third parties available on or through the Service, or as the result of any dealings with such parties, including but not limited to attendance at events advertised or purchase or use of goods or services offered on or through the SM.com Site.

14. PROPRIETARY RIGHTS

14.1 You acknowledge and agree that content, including but not limited to text, software, music, sound, photographs, graphics, video, or other material contained in sponsor advertisements or information presented to you by SM.com, its partners or advertisers, is protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws. You acknowledge and agree that you are permitted to download and print

this material and information for your personal, non-commercial use or as expressly authorized by SM.com , its partners or advertisers, and may not copy, reproduce, transmit, distribute, or create derivative works of such content or information without express authorization. You agree to abide by any and all information, restrictions, and/or copyright notices displayed on the site.

14.2 To the fullest extent permitted by law, you acknowledge and agree that any material you send to SM.com , by email or otherwise, including any suggestions and comments on SM.com , the site, PositiveSingles.com , the Service and/or the Software or that you post in any areas on the Service that are accessible to the public or SM.com 's general membership, will be treated as non-confidential and non-proprietary and SM.com may use such material, in whole or in part, in any medium for any purpose, including but not limited to the reproduction, disclosure, transmission, publication, broadcast and posting of such material in advertising and promotions. You further agree that no commission or money will be exchanged in return.

15. WARRANTIES & REPRESENTATIONS

By posting or transmitting any file, data, photograph, or other content or communication to SM.com or on the Service, you represent and warrant as follows:

15.1 That the public posting and use of the file, message, data, photograph, or other content or communication by SM.com and any Members will not infringe or violate the rights of any third party, including but not limited to any intellectual property rights.

15.2 That, prior to transmitting to SM.com or posting or reproducing on the Service any file, message, data, photograph, or other content or communication in which a third party has any proprietary interest, including but not limited to any intellectual property rights, you have obtained all necessary consent from that third party or parties.

15.3 That you are using the Service in accordance with any and all applicable laws and regulations, including but not limited to your use in posting, transmitting or reproducing any file, message, data, photograph or other content or communication.

16. DISCLAIMER OF WARRANTIES

16.1 The Service and the materials available on or through the PositiveSingles.com Service are provided "as is" and "as available" and without warranties or conditions of any kind, either express or implied.

16.2 To the fullest extent permissible under applicable law, SM.com disclaims all warranties and conditions, express or implied, including, but not limited to, implied warranties and conditions of merchantability, merchant quality, correspondence to description and fitness for a particular purpose.

16.3 SM.com does not represent or warrant that the PositiveSingles.com Service will be uninterrupted or error-free, or that defects will be corrected, or that this Site or the server that makes it available, are free of viruses or other harmful components. SM.com does not represent or warrant that the materials or the results of the use of the materials available through the Service or from third parties will be correct, accurate, timely, reliable or otherwise.

16.4 SM.com is not responsible for the conduct, whether online or offline, of any user of the Site or Member of the Service. Further, SM.com has not and does not conduct criminal background checks on its users.

17. LIMITATION OF LIABILITY

17.1 To the fullest extent permissible under applicable law, SM.com shall not be liable under any

circumstances, including but not limited to negligence, for any direct, indirect, incidental, special or consequential damages that result from:

- the use of or the inability to use the PositiveSingles.com Service,
- any changes to the Service,
- unauthorized access to or alteration of your transmissions or data,
- any material or data sent or received or not sent or received, or
- any transactions entered into through the Service.

17.2 You specifically agree that SM.com is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights.

17.3 In no event, except in jurisdictions where such provisions are restricted, shall SM.com and each of its stand-alone services, its parents, subsidiaries, affiliates, officers and employees be liable to you or any third party for any exemplary, incidental, indirect, consequential, special or punitive damages, including any and/or lost profits arising from your use of the Site, the Service, SM.com, any and all other sites, any and all services, advertising, banners, and/or any part of the Site and/or any service or services offered, even if SM.com has been advised of the possibility of such damages.

17.4 At all times SM.com and all of its other services and companies shall never in any way be liable to you for more than the amount paid.

18. INDEMNIFICATION

You agree to indemnify and hold harmless SM.com and each of its stand-alone services, its parents, subsidiaries, affiliates, officers and employees, from any loss, liability, claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising from the content you transmit to or through, as well as your conduct on or arising from your use of the PositiveSingles.com Service and your use of the Service in violation of this Agreement and/or arising from a breach of these terms of use and/or any breach of your representations and warranties set forth within this Agreement.

19. NOTICE

Any notice to SM.com shall be made via email or regular mail as listed under the Contact Us section on the Site. If the notice concerns your withdrawal from the Service as specified in section 11.3, it will be effective within a reasonable time after SM.com receives it. Your withdrawal notice will not affect the legal validity or enforceability of the Agreement provided to you and electronically signed by you prior to the effective date of your withdrawal.

20. GENERAL

20.1 The Agreement and the relationship between you and SM.com shall be governed by the laws of the State of California without regard to its conflict of law provisions. You and SM.com agree to submit to the personal and exclusive jurisdiction of the state courts located in Santa Clara County, California or the United States District Court for the Northern District of California.

20.2 's failure to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision.

20.3 You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Agreement must be filed within one (1) year after such claim or cause of action arose, or be forever barred.

20.4 The section titles in the Agreement are for convenience only and have no legal or contractual effect.

21. PROFILE DISCLAIMER

SM.com posts all profiles without explicit knowledge of and/or about the person who submitted the profile or profiles. At any time you suspect anyone of wrongdoing or if at any time you feel the need to contact SM.com about a violation of its policy and/or policies please contact SM.com through email or fax at the addresses and numbers listed in the Contact Us section of the Site.

22. U.S. EXPORT CONTROLS

Any and/or all software from SM.com and each of its stand-alone services, its parents, subsidiaries, affiliates, officers and employees, is further subject to United States export control laws and regulations. Under no circumstances can any software from this Site be downloaded or otherwise exported or re-exported:

a. into or to a national or resident of Libya, Iran, Cuba, North Korea, Iraq, Syria, or any other Country to which the U.S. has embargoed goods; or

b. to anyone on the U.S. Treasury Department's Table of Denial Orders. By using this Site and any Software and/or by downloading any Software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such Country or on any such list.

23. DISCLAIMERS

23.1 SM.com assumes no responsibility for any interruption, technical malfunctions, error, defect, deletion, omission, communications line failure, delay in operation or transmission, unauthorized access to, theft or destruction, or alteration of, members and/or users and/or standard member communications. This includes personal injury or damage to users, members, standard member, or anyone else or to any person's computer related to or resulting from participating or downloading materials in connection with SM.com and each of its stand-alone services, its parents, subsidiaries, affiliates, officers and employees.

23.2 SM.com cannot guarantee and does not promise any specific results from use of the Service and/or the Site of SM.com

24. AUCTIONS

24.1 SM.com employees and their family members (defined as parents, spouse, siblings and children) and any person residing in the same household as employees may not participate in SM.com auctions under any circumstances.

24.2 SM.com products and services are offered exclusively to our users and not to commercial or semi-commercial retailers.

24.3 Bids are purchased or earned by simply using the site. Once a bid is placed in an auction, it is deducted from the user's bid account and can no longer be refunded irrespective of whether the bid is successful or not.

24.4 A maximum of 30 seconds will be added to the timer and one bid will be deducted from your account with each bid placed. An auction ends when the timer on the SM.com server(s) hits zero. The winner of an auction is the last bidder the database recorded before the timer on the SM.com server(s) hit zero.

24.5 Every auction is unique and the results of all auctions offered on SM.com depend on the number of users participating in such auctions and the skill of the users participating in the auctions; precise odds of winning are therefore unavailable.

24.6 SM.com is not responsible for any costs incurred by you due to a system outage. SM.com reserves the right to cancel auctions that end due to, but not limited to, system error, bot bidders, employee bidders, technical problems, or any other reasonable reason.

25. OTHER

25.1 The criteria of being a millionaire specified by SM.com are also subject to change without notice. These criteria are posted on the Site.

25.2 Users have to meet the current criteria to use the PositiveSingles.com Service.

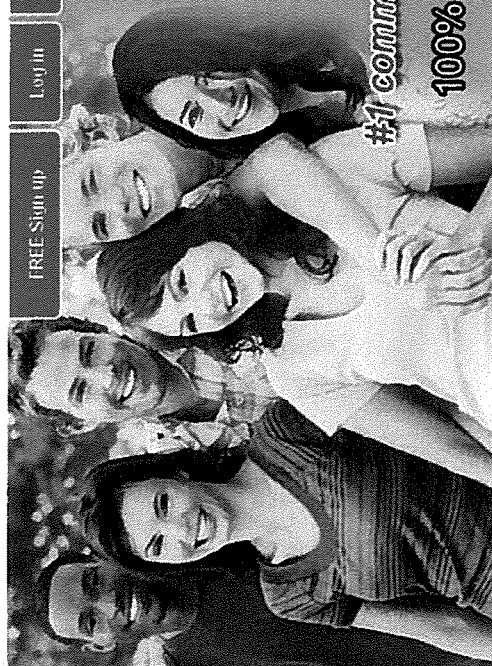
25.3 If you do not submit the evidence of being a millionaire within the period specified by SM.com , the latter reserves the right to terminate your membership.

25.4 By providing phone number, you agree SM.com may contact you regarding your account at the number you provided.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND AGREE TO ALL THE PROVISIONS CONTAINED ABOVE

Click [here](#) to close the window and continue to complete registration.

EXHIBIT B



I am a ☐ Man ☐ Woman

Seeking a ☐ Man ☐ Woman

Living with ☐ HSV-1 (herpes type 1) ☐ HSV-2 (herpes type 2)

Age from To

Country / Area

State / Province

#1 community for STD support and dating

100% Anonymous

Join for FREE

Unique Features

- [Live counselor - expert](#)
- [Live support](#)
- [Largest blogs](#)
- [STD date ideas \(30k+\)](#)
- [STD care locations \(700+\)](#)
- [STD O & A \(700+\)](#)
- [STD inspirational stories \(700+\)](#)
- [STD treatment stories](#)
- [STD information](#)
- [STD medical cards](#)
- [Support forums - events](#)
- [Online STD chat](#)
- [Daily news](#)

We have been helping people with STDs find support and dating for over 10 years!

PositiveSingles.com - Your Online Home for Dating with Herpes, Dating with HIV & Dating with HPV!

The best, largest, completely anonymous and most trusted online dating site for people with Herpes, HPV, HIV, AIDS, Hepatitis, Chlamydia, Gonorrhea, Syphilis and other STDs in the world.

Over 70 million people are living with STDs in the U.S. alone, as well as an estimated 400 million people worldwide.

When you have Herpes (HSV-1, HSV-2), HPV (Human Papillomavirus), HIV or any other STD, it can make you feel like you are all alone in the world. Do you wish there was a place where you didn't have to worry about being rejected or discriminated?

This is a warm-hearted and exclusive community for singles and friends with STDs. Whether you are looking for Herpes dating, HPV dating, HIV AIDS dating, or any other STD dating, this is the best place for you. Here you can get on with your life and meet new friends, partners or potential spouses. You can also learn about STD medical treatments and information, or find someone to talk to or offer help and advice.

We care about your privacy more than other sites, so you are not required to submit any information you are not comfortable with. All your personal information can be private and anonymous until you want to take things further. Everyone with an STD can join us regardless of race, religion, sexual orientation or gender. Never feel lonely again!

Totally Free To Place A Fully Anonymous Profile and connect with hundreds of thousands of singles like you now!

Contact us | Help / FAQ | Service agreement | Privacy policy | Success stories | Dating advice & safety tips | Build your STD dating site / Affiliate

Access our site in [positiveSingles.com](#) through a mobile device

24/7 Phone & Customer Service Support.
Copyright © 2001 - 2011 PositiveSingles.com (Powered by SuccessMatch). All rights reserved.

STD Dating Herpes Dating

Partner sites: [Shedding Sexual Health](#) [Herpes To Herbs](#) [Herpes Information](#) [Reviewed Dating Sites](#) [Doctors on Dating](#) [Get many beauty tips and very popular beauty forums too.](#) [Men's Sexual Health Center](#) [genital warts treatment](#) [Find STD Testing Center](#) [Dating Sites](#) [Reviews](#) [Positive Singles](#) [Premium Dating Services](#) [Herpes Dating Free](#) [other partners](#)

No Reviews.com
Dynamilis.com

ALL
NATURAL

Free Dating
Sites.com



We are not alone!

Already a member? [Log in here](#)

Why join our site?

- Free to join
- Live STD counselor / expert
- Live support
- STD date ideas (30k+)
- STD Q & A (700+)
- STD care locations (700+)
- STD inspirational stories (700+)
- STD legal information
- STD greeting cards
- STD treatment stories
- Search profile by types of STDs
- Search verified members
- Most active STD Forum & Blog
- Anonymous Email & Wink
- Chat online anonymously
- Verification & Highlighting
- Free \$100 verification package
- Meet local singles
- Fashion show
- Friends circle
- News & Videos
- Astrology
- Local support events
- "Quick Exit" button redirects you to another site quickly to ensure your privacy
- Successful dating advice & safety tips (1000+)
- And more...

Join For FREE!

It's absolutely 100% FREE to try out PositiveSingles and find std singles. There is no obligation to stay and you can cancel at any time, no questions asked. We do not disclose, sell or rent any personally identifiable information to any third party organizations.

*First name	<input type="text"/>	(Your name will not be displayed publicly)
*Username	<input type="text"/>	
*Password	<input type="password"/>	Password strength (Use 8 to 30 characters. To make your password more secure: Use letters and number-like special characters, e.g., @, #, % (lower and uppercase).)
*Confirm password	<input type="password"/>	
*Email address	<input type="text"/>	(Confidential. Emails from other members will be sent to this registration mail)
*Confirm email address	<input type="text"/>	
*Living with	<input type="text"/>	HSV-1 (herpes type 1, usually cold sore) HSV-1 (herpes type 1, usually genital) HSV-2 (herpes type 2, usually genital) Herpes (not sure which type) HPV (human papillomavirus) <small>(Hold down the Ctrl button (for Windows) or the Command button (for Mac) to select multiple items)</small>
*Age	<input type="text"/>	
*Ethnicity	<input type="text"/>	—Please choose—
*Height	<input type="text"/>	—Please choose—
*I am a	<input type="radio"/> Woman <input type="radio"/> Man	<input type="radio"/> Couple
*Seeking a	<input type="radio"/> Woman <input type="radio"/> Man	<input type="radio"/> Couple
*Country / Area	<input type="text"/>	United States
*Postal / Zip code	<input type="text"/>	(U.S. Canadian and UK users can change locations by updating postal / zip code.)
<input checked="" type="checkbox"/> I am 18+ and have read and agree to the Service Agreement and Privacy Policy *		
*mandatory fields		
<input type="button" value="Continue and Have Fun"/>		

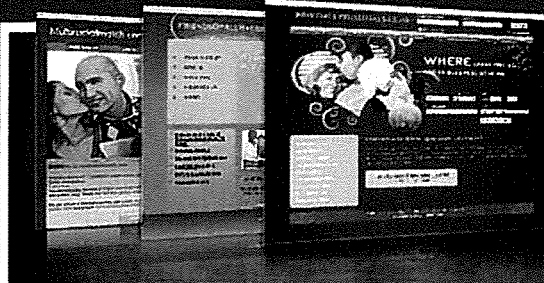
Scam Policy & Warning: Please take note that we prohibit anyone from promoting illegal activities or commercial activities of any kind in their profile or in messages sent on the site and if such conduct comes to our attention we reserve the right to investigate and take appropriate legal action in its sole discretion against anyone scamming the website.

EXHIBIT C



SuccessfulMatch.com®

A unique platform that brings successful dating and business together



PRIVATE LABEL PROGRAM

Online dating is the best recession-proof business model. Our private label program pays one of the highest commissions. Some of our partners earn close to \$10,000 each month.

Whether you're looking to increase brand, loyalty, and add value for your customers, that's right here, regular income from subscriptions or secure additional revenue by cross-selling to your existing visitors. Some of our label owners make you generally branded about \$50.

Subscription Cancellation (credit or debit card)

If you have been charged by SuccessfulMatch on credit or debit card statement, it is for one of our online dating sites we operate. To cancel your subscription, log into the site you have registered with and cancel.

Find out the website you belong to:

SEARCH

(Search by your registered email address / username, or the last 8 digits of your credit card. No spaces between the digits.)

If you do not know your username and cannot access the e-mail account that you registered with, email us the last 8 digits of your credit or debit card number for cancellation.



Click on our private label programs below and Sign Up Now!

SuccessfulMatch Networks

AgeMatch.com
main site
private label program

LargeFriends.com
main site
private label program

BKupid.com
main site
private label program

MilitaryFriends.com
main site
private label program

BikerKiss.com
main site
private label program

MillionaireMatch.com
main site
private label program

CasualFriends.com
main site
private label program

MuslimFriends.com
main site
private label program

Deaf.com
main site
private label program

NerdFriends.com
main site
private label program

EquestrianCupid.com
main site
private label program

OlderwomenDating.com
main site
private label program

FitKiss.com
main site
private label program

PositiveSingles.com
main site
private label program

GKiss.com
main site
private label program

SeniorMatch.com
main site
private label program

GothicMatch.com
main site
private label program

SingleParentMatch.com
main site
private label program

IntenacioMatch.com
main site
private label program

SugarDaddyMeet.com
main site
private label program

JewishMatch.com
main site
private label program

TallFriends.com
main site
private label program

IDate.com
main site
private label program



Did not find a niche you're interested in? Send us your ideas and we will help.

Our Advantages

Brands:	Individual:	Entrepreneur:
Q: Can you increase brand loyalty and add value for our customers?	Q: Can we gain a risk-free, regular income from subscriptions?	Q: Can we secure additional revenue by cross-selling to our existing visitors?
A: Yes	A: Yes	A: Yes

Why is SuccessfulMatch different from other platforms?

1. No. 1 service provider powering world's specialty dating sites. We have been in the online dating business for over 10 years.
2. SuccessfulMatch is experienced in building the most successful and world-class specialty dating sites and brands.
3. Tens of millions of dollars has been spent in building our sophisticated and scalable world-class dating platform.

Top reasons for becoming a SuccessfulMatch's partner

\$0 Zero Set Up Cost

If you don't have a dating website, we can set it up for you at no cost. You can pick the name for the site, and own the domain and brand. We take care of dating software, membership database, payment processing, hosting, customer support and much more.



Pre-populated Member Databases

Your dating site will share hundreds of thousands of profiles with other similar sites we have already set up. Your users can immediately contact hundreds of thousands of other users with the same interests once they register.

ID Keep Tracking ID Forever

When your users join, your tracking ID is associated with their profiles forever. You earn money even if they become paying subscribers years later.

\$6 Guaranteed High Commission (no need to worry about no or low conversion)

You will earn up to \$60 per paying member or \$2 per profile. Our private label program pays one of the highest commissions. Some of private label partners earn \$10,000 plus each month.

Unique Two-Tier Private Label Program

Increasing your potential earnings by referring your associates who would make good partners. You can get 10% of earnings of your sub-partners by doing nothing.

\$ Earn Money in 7 Days

We will get your dating site up and running in one week, and it will be quick and painless for you.

Customer Support

Questions? Call 1-416-628-1072. Professional customer service support & advice (We can be reached 24 hours a day, 7 days a week) Or email us.



Careers

SuccessfulMatch is seeking experienced affiliate / marketing managers. Please send a synopsis of your experience with contact information or your resume.

EXHIBIT D

The largest & completely
anonymous
community for gay with H

QUICK SEARCH

I am a Seeking a Age From To

Country/Area State

[QUICK SEARCH](#)

**SIGN UP
FOR
FREE**

[Live counselor / expert](#)
[Live support](#)
[Largest blogs](#)
[STD date ideas \(30k+\)](#)
[STD care locations \(700+\)](#)
[STD Q & A \(700+\)](#)
[STD inspirational stories \(700+\)](#)
[STD treatment stories](#)
[STD information](#)
[STD greeting cards](#)
[Get verified & highlighted](#)
[Support forums / events](#)
[Online STD chat](#)
[Daily news](#)

Welcome to gaypozdating.com!

The largest, most active and completely anonymous community for gay with HI

More and more gay men catch STD. When you have Herpes, HPV, HIV/AIDS, or any other STD, it can feel like you are all alone in the world. Do you wish there was a place where you didn't have to worry about being rejected or discriminated?

This is a warm-hearted and exclusive community for gay with H. Here you can start a whole new life, learn about STD medical information, meet new friends, partners and potential spouses.

We care about your privacy more than other sites. All your personal information can be private and anonymous until you want to take things further. Everyone with an STD can join us regardless of race, religion, sexual orientation, or gender. Never feel lonely again!

Totally Free To Place Profile

and contact with millions of quality members now!



The largest & completely
anonymous
community for gay with H

Already a member? [Log in here](#)

Join For FREE!

Why join our site?

- Free to join
- Live STD counselor / expert
- Live support
- STD date ideas (30k+)
- STD Q & A (700+)
- STD care locations (700+)
- STD inspirational stories (700+)
- STD legal information
- STD greeting cards
- STD treatment stories
- Search profile by types of STDs
- Search verified members
- Most active STD Forum & Blog
- Anonymous Email & Wink
- Chat online anonymously
- Verification & Highlighting
- Free \$100 verification package
- Meet local singles
- Fashion show
- Friends circle
- News & Videos
- Astrology
- Local support events
- "Quick Exit" button redirects you to another site quickly to ensure your privacy
- Successful dating advice & safety tips (900+)
- And more...

It's absolutely 100% FREE to try out Gaypozdating and find STD Singles, and our system is totally safe, secure, spam-free and easy to use. There is no obligation to stay and you can cancel at any time, no questions asked. We do not disclose, sell or rent any personally identifiable information to any third party organizations.

*First name	<input type="text"/>
	<small>(Your name will not be displayed publicly.)</small>
*Username	<input type="text"/>
*Password	<input type="password"/>
	Password strength <small>(Use 6 to 30 characters. To make your password more secure: -Use letters and numbers -Use special characters, e.g., @ -Mix lower and uppercase.)</small>
*Confirm password	<input type="password"/>
*Email address	<input type="text"/>
	<small>(Confidential. Emails from other members will be sent to this registration mail.)</small>
*Confirm email address	<input type="text"/>
Phone number (optional)	<input type="text"/>
	<small>(Confidential. You may login with your cell phone number. Your number will not be published or leaked.)</small>
*Living with	<input type="checkbox"/> HSV-1 (herpes type 1, usually cold sore) <input type="checkbox"/> HSV-1 (herpes type 1, usually genital) <input type="checkbox"/> HSV-2 (herpes type 2, usually genital) <input type="checkbox"/> Herpes (not sure which type) <input type="checkbox"/> HPV (human papillomavirus)
	<small>(Hold down the Ctrl button (for Windows) or the Command button (for Mac) to select multiple items)</small>
*Age	<input type="text"/>
*Ethnicity	<input type="text" value="-Please choose-"/>
*Height	<input type="text" value="-Please choose-"/>
*I am a	<input type="radio"/> Woman <input type="radio"/> Man <input type="radio"/> Couple
*Seeking a	<input type="radio"/> Woman <input type="radio"/> Man <input type="radio"/> Couple
*Country / Area	<input type="text" value="United States"/>
*Resident Postal / Zip Code	<input type="text"/>
	<small>(US, Canadian and UK users can change locations by updating postal / zip code.)</small>
<input checked="" type="checkbox"/> I am 18+ and have read and agree to the Service Agreement and Privacy Policy . *	
*mandatory fields	<input type="button" value="Continue and Have Fun"/>

Scam Policy & Warning: We take Scam seriously. If you scam our members, you will be held liable for damages to the website. We reserve the right to investigate and take appropriate legal action in its sole discretion against anyone scamming the website.