

# WIFEMOOD AND MOODPREDICT TERMS OF SERVICE AND PRIVACY POLICY.

*PLEASE READ THESE TERMS OF SERVICE CAREFULLY. YOUR USE OF THE SITE (AS DEFINED BELOW) CONSTITUTES YOUR AGREEMENT TO THESE TERMS OF SERVICE. WE RESERVE THE RIGHT TO MAKE CHANGES TO THESE TERMS AT ANY TIME. YOUR CONTINUED USE OF OUR SERVICE CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES. ACCORDINGLY, YOU SHOULD REVIEW THESE TERMS FROM TIME TO TIME FOR SUCH CHANGES.*

This Terms of Service Agreement (the "Agreement," or "Terms") is between you ("you") and KJL Enterprise ("KJL," "WifeMood," "MoodPredict," "wifemood.com," "MoodPredict.com," "we," "us", "Company", or "the Company"), and governs your use of the Internet world wide web site currently located at <http://www.wifemood.com/> and <http://www.MoodPredict.com/> (together with any successor site(s) and all Services (as defined below), the "Site," or "Web Site").

The owners of trademarked names and merchandise used in our affiliates and promotions do not sponsor and have not endorsed this service or website, nor are they affiliated with the WifeMood or MoodPredict sites in any way. All trademarks are the property of their respective owners with all rights reserved.

## 1. Acceptance of Terms

The Site is made available by WifeMood and/or MoodPredict subject to the terms of this Agreement. We reserve the right to update or make changes to this Agreement from time to time in our sole discretion, which changes we may provide to you by any reasonable means, including without limitation by posting the revised draft of this Agreement on the Site. When using any Services (as defined below), you agree that you are subject to any additional posted guidelines, rules, terms and conditions applicable to such Services, which are hereby incorporated by reference into this Agreement.

We reserve the right, at any time and from time to time, temporarily or permanently, in whole or in part, to: modify or discontinue the Site, with or without notice; charge fees in connection with the use of the Site; modify and/or waive any fees charged in connection with the Site; and/or offer opportunities to some or all users of the Site. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site, in whole or in part, or of any Service, content, feature or product offered through the Site. Your continued use of the Site after such changes will indicate your acceptance of such changes.

## 2. Online Content

Opinions, advice, statements, offers, or other information or content made available through the Service, but not directly by the Company, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. THE COMPANY DOES NOT: (i) GUARANTEE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION ON THE SERVICE,

AND (ii) ADOPT, ENDORSE NOR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY OTHER THAN THE COMPANY. UNDER NO CIRCUMSTANCES WILL THE COMPANY BE RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM ANYONE'S RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON THE SERVICE, OR TRANSMITTED TO OR BY ANY REGISTERED USERS.

### 3. Limited License / Copyright and Intellectual Property Law Restrictions

Except for public domain material, this site is protected by intellectual property laws, including U.S. copyright laws. You are hereby granted a non-exclusive license to use the material at this site ("Content") while connected to this site (including, where available, to email individual stories to friends directly from this site). You are also granted a limited license to print one copy of any Content posted at the site, but only for your personal use. Except as expressly provided above, all rights are reserved. Among other things, except to the extent required for the limited purpose of reviewing material on our site, electronic reproduction, adaptation, distribution, performance or display is prohibited. Changes to or deletion of author attribution or copyright notices are prohibited. Commercial use of any of the Content is strictly prohibited. Use of any of our trademarks as metatags on other web sites also is strictly prohibited. You may not display this website in frames (or any of the Content via in-line links) without our express written permission, which may be requested by contacting us through our feedback form. You may, however, establish ordinary links to our site without our written permission.

### 4. Links

We may provide links from our site to other sites as a convenience to our visitors. We have no control over linked sites and make no representations about any content or material available at these locations. Links are not intended to imply sponsorship, affiliation or endorsement.

### 5. Discussion Boards and other self-publishing 3rd party products

Although we do not have any obligation to monitor these services, or this self-published content, we reserve the right at all times to remove any information or materials that are unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane, indecent or otherwise objectionable to us in our sole discretion and to disclose any information necessary to satisfy the law, regulation, or government request. We also reserve the right to permanently block any user who violates these terms and conditions.

### 6. Purchases

If you wish to purchase any product or service made available by us through the Site (each such purchase, a "Transaction"), you may be asked to supply certain information relevant to your Transaction, including without limitation your credit card number, the expiration date of your credit card, your billing address, and your shipping information. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT MEANS USED TO INITIATE ANY TRANSACTION. By submitting such information, you grant WifeMood and/or MoodPredict the right to provide such information to third parties for purposes of facilitating the completion of Transactions initiated by you or on your behalf. Verification of information may be required prior to the acknowledgment or completion of any Transaction.

Descriptions and core/lib/images of, and references to, products or services on the Site do not imply WifeMood's and/or MoodPredict's endorsement of such products or services. WifeMood and/or MoodPredict reserves the right, with or without prior notice, to change such descriptions, core/lib/images, and references; to limit the available quantity of any product or service; to honor, or impose conditions on the honoring of, any coupon, coupon code, promotional code or other similar promotions; to bar any user from making any or all Transaction(s); and/or to refuse to provide any user with any product or service. Price and availability of any product or service offered through the Site are subject to change without notice. Refunds and exchanges will be subject to WifeMood's and/or MoodPredict's refund and exchange policies then in effect. You agree to pay all charges that may be incurred by you or on your behalf through the Site, at the price(s) in effect when such charges are incurred, including without limitation all shipping and handling charges. In addition, you remain responsible for any taxes that may be applicable to your Transactions.

### 7. Third Party Content

In your use of our Service, you may access content from third parties ("Third Party Content"), either via our Service or through links to third party web sites. We do not control Third Party Content and make no representations or warranties about it. You agree that by using our Service, you may be exposed to Third Party Content that is false, offensive, indecent or otherwise objectionable. Under no circumstances will we be liable in any way for any Third Party Content, including, without limitation, any errors or omissions in any Third Party Content or any loss

or damage of any kind incurred as a result of the use of any Third Party Content posted, stored or transmitted via our Service. You agree that you must evaluate, and bear all risks associated with, Third Party Content, including without limitation, profiles of other users of our Service.

YOU AGREE THAT YOUR USE OF THIRD PARTY WEB SITES AND RESOURCES, INCLUDING WITHOUT LIMITATION YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH WEB SITES AND RESOURCES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES AND RESOURCES.

#### 8. Rules for Sweepstakes, Contests, Raffles and Similar Promotions.

In addition to the terms and conditions of this Agreement, any sweepstakes, contests, raffles or similar promotions (collectively, "Promotions") made available through the Site may be governed by specific rules that are separate from this Agreement. By participating in any such Promotion, you will become subject to those rules, which may vary from the terms and conditions set forth herein. WifeMood and/or MoodPredict urges you to review any specific rules applicable to a particular Promotion, which will be linked from such Promotion, and to review our Privacy Policy which, in addition to this Agreement, governs any information you submit in connection with such activities. To the extent that the terms and conditions of such rules conflict with this Agreement, the terms and conditions of such rules shall control.

#### 9. Rules of Conduct

While using the Site you are required to comply with all applicable laws, rules and regulations. In addition, we expect users of the Site to respect the rights and dignity of others. Your use of the Site is conditioned on your compliance with the rules of conduct set forth in this section.

You agree not to:

- Post, transmit, or otherwise make available, through or in connection with the Site:
- Anything that is or may be (a) threatening, harassing, degrading, hateful or intimidating; (b) defamatory; (c) fraudulent or tortuous; (d) obscene, indecent, pornographic or otherwise objectionable; or (e) protected by copyright, trademark, trade secret, right of publicity or other proprietary right without the express prior consent of the owner of such right.
- Any material that would give rise to criminal or civil liability; that encourages conduct that constitutes a criminal offense; or that encourages or provides instructional information about illegal activities or activities such as "hacking," "cracking," or "phreaking."
- Any virus, worm, Trojan Horse, Easter egg, time bomb, spy ware, or other computer code, file, or program that is harmful or invasive or is intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment.
- Any unsolicited or unauthorized advertising, promotional material, "junk mail," "spam," "chain letter," "pyramid scheme" or investment opportunity, or any other form of solicitation.
- Any material, non-public information about a company without the proper authorization to do so.
- Use the Site for any fraudulent or unlawful purpose.
- Use the Site to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others, including without limitation others' privacy rights or rights of publicity, or harvest or collect personally identifiable information about other users of the Site.
- Impersonate any person or entity, including without limitation any representative of WifeMood; falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Site; or express or imply that we endorse any statement you make.
- Interfere with or disrupt the operation of the Site or the servers or networks used to make the Site available; or violate any requirements, procedures, policies or regulations of such networks.
- Restrict or inhibit any other person from using the Site (including without limitation by hacking or defacing any portion of the Site).

- Use the Site to advertise or offer to sell or buy any goods or services without WifeMood's and/or MoodPredict's express prior written consent.
- Reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Site.
- Modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Site.
- Remove any copyright, trademark or other proprietary rights notice from the Site or materials originating from the Site.
- Frame or mirror any part of the Site without WifeMood's and/or MoodPredict's express prior written consent.
- Create a database by systematically downloading and storing Site content.

Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or in any way gather Site content or reproduce or circumvent the navigational structure or presentation of the Site without WifeMood's and/or MoodPredict's express prior written consent.

Additionally, you acknowledge and agree that you (and not WifeMood nor MoodPredict) are responsible for obtaining and maintaining all telecommunications, broadband, and computer hardware, equipment, and services needed to access and use the Site, and paying all charges related thereto.

#### 10. Proprietary Rights

A. You agree that all content and materials available on our Site are protected by rights of publicity, copyright, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. Except as expressly authorized by us, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from materials or content available on our Site. Notwithstanding the above, you may use the content and materials on our Site in the course of your normal, personal, non-commercial use of our Service.

B. You agree not to systematically retrieve data or other content or any materials from our Site to create or compile, directly or indirectly, a collection, compilation, database, directory or the like, whether by manual methods, through the use of "bots" or otherwise. You agree not to use of any of our trademarks as metatags on other web sites. You agree not to display any of our Site in a frame (or any of our content via in-line links) without our express written permission, which may be requested by contacting us at [info@wifemood.com](mailto:info@wifemood.com) or [info@MoodPredict.com](mailto:info@MoodPredict.com). You may, however, establish ordinary links to the homepage of our Site without our written permission.

#### 11. Username and Password

You will select a username and password when completing the registration process. With respect to any such registration, we may refuse to grant you, and you may not use, a user name (or email address) that is already being used by someone else; that may be construed as impersonating another person; that belongs to another person; that violates the intellectual property or other rights of any person; that is offensive; or that we reject for any other reason in our sole discretion. You are solely and fully responsible for maintaining the confidentiality of your username and password, and are solely and fully responsible for all activities that occur under your username and password. You agree to: (a) immediately notify us of any unauthorized use of your username and password or any other breach of security, (b) not to transfer your password or user name, or lend or otherwise transfer your use of or access to the Site, to any third party and (c) ensure that you log off from your account at the end of each session. We cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

#### 12. Termination

You agree that we, in our sole and unfettered discretion, may terminate your access to our Service for any reason, including, without limitation, your breach of these Terms. You agree that any termination of your access to our Service may be effected without prior notice, and acknowledge and agree that we may immediately deactivate or delete any of your accounts and all related information and files in such accounts and/or bar any further access to such files or our Service. Further, you agree that we will not be liable to you or any third party for any termination of your access to our Service.

### 13. Discontinuance of Service

We reserve the right at any time to modify or discontinue, temporarily or permanently, any portion of our Service with or without prior notice. You agree that we will not be liable to you or to any third party for any modification or discontinuance of our Service.

### 14. Representations and Warranties

You hereby represent and warrant to us that: (a) that you have the full power and authority to enter into and perform under these Terms, (b) your use of our Service will not infringe the copyright, trademark, right of publicity or any other legal right of any third party, (c) you will comply with all applicable laws in using our Service and in engaging in all other activities arising from, relating to or connected with these Terms, including, without limitation, contacting other users of our Service and (d) you own or otherwise have all rights necessary to license the content you submit and that the posting and use of your content by us will not infringe or violate the rights of any third party.

### 15. Disclaimer of Warranties

YOU AGREE THAT:

A. IF YOU USE OUR SERVICE, YOU DO SO AT YOUR OWN AND SOLE RISK. OUR SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

B. WE DO NOT WARRANT THAT (A) OUR SERVICE WILL MEET YOUR REQUIREMENTS, (B) OUR SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) ANY INFORMATION THAT YOU MAY OBTAIN ON OUR SERVICE WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH OUR SERVICE WILL MEET YOUR EXPECTATIONS, (E) ANY INFORMATION YOU PROVIDE OR WE COLLECT WILL NOT BE DISCLOSED TO THIRD PARTIES OR (F) ANY ERRORS IN ANY DATA OR SOFTWARE WILL BE CORRECTED.

C. IF YOU ACCESS OR TRANSMIT ANY CONTENT THROUGH THE USE OF OUR SERVICE, YOU DO SO AT YOUR OWN DISCRETION AND YOUR SOLE RISK. YOU ARE SOLELY RESPONSIBLE FOR ANY LOSS OR DAMAGE TO YOU IN CONNECTION WITH SUCH ACTIONS.

D. NO DATA, INFORMATION OR ADVICE OBTAINED BY YOU IN ORAL OR WRITTEN FORM FROM US OR THROUGH OR FROM OUR SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

E. WIFEMOOD AND/OR MOODPREDICT ACCEPTS NO LIABILITY FOR PERSONAL DATA THAT IS STOLEN, HACKED, OR IN ANY OTHER WAY ACCIDENTALLY RELEASED PUBLICLY FROM OUR SITE. THE SITES ENCOURAGE USERS TO UTILIZE ANONYMOUS LOGIN ID'S JUST IN CASE SUCH A SITUATION ARISES. THIS WILL KEEP YOUR PERSONAL DATA FROM BEING ASSOCIATED DIRECTLY WITH YOU.

### 16. Limits on Liability

A. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM, RELATING TO OR CONNECTED WITH: (A) THE USE OR INABILITY TO USE OUR SERVICE, (B) THE COST OF REPLACEMENT OF ANY GOODS, SERVICES OR INFORMATION PURCHASED OR OBTAINED AS A RESULT OF ANY INFORMATION OBTAINED FROM OR TRANSACTIONS ENTERED INTO THROUGH OR FROM OUR SERVICE, (C) DISCLOSURE OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR CONTENT, (D) STATEMENTS, CONDUCT OR OMISSIONS OF ANY SERVICE PROVIDERS OR OTHER THIRD PARTY ON OUR SERVICE OR (E) ANY OTHER MATTER ARISING FROM, RELATING TO OR CONNECTED WITH OUR SERVICE OR THESE TERMS.

B. WE WILL NOT BE LIABLE FOR ANY FAILURE OR DELAY IN PERFORMING UNDER THESE TERMS OF USE WHERE SUCH FAILURE OR DELAY IS DUE TO CAUSES BEYOND OUR REASONABLE CONTROL, INCLUDING NATURAL CATASTROPHES, GOVERNMENTAL ACTS OR OMISSIONS, LAWS OR REGULATIONS, TERRORISM, LABOR STRIKES OR DIFFICULTIES, COMMUNICATIONS SYSTEMS BREAKDOWNS, HARDWARE OR SOFTWARE FAILURES, TRANSPORTATION STOPPAGES OR SLOWDOWNS OR THE INABILITY TO PROCURE SUPPLIES OR MATERIALS.

C. IN NO EVENT WILL OUR AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY IN ANY MATTER ARISING FROM, RELATING TO OR CONNECTED WITH OUR SERVICE OR THESE TERMS EXCEED THE SUM OF ONE CENT (\$0.01 US DOLLARS).

D. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS OF THESE SECTIONS MAY NOT APPLY TO YOU.

#### 17. Indemnity

You agree to defend, indemnify and hold us harmless from any claim, demand, action, damage, loss, cost or expense, including without limitation, reasonable attorneys' fees, incurred in connection with any suit or proceeding brought against us arising out of your use of our Service or alleging facts or circumstances that could constitute a breach of any provision of these Terms by you. If you are obligated to indemnify us, we will have the right, in our sole and unfettered discretion, to control any action or proceeding and determine whether we wish to settle it, and if so, on what terms.

#### 18. Jurisdictional Issues

The Site is controlled and operated by WifeMood and/or MoodPredict from the United States, and is not intended to subject WifeMood and/or MoodPredict to the laws or jurisdiction of any state, country or territory other than that of the United States. WifeMood and/or MoodPredict does not represent or warrant that the Site or any part thereof is appropriate or available for use in any particular jurisdiction. Those who choose to access the Site do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules and regulations. You are also subject to United States export controls and are responsible for any violations of such controls, including without limitation any United States embargoes or other federal rules and regulations restricting exports. We may limit the Site's availability, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion.

#### 19. Arbitration

All disputes arising out of or relating to these Terms or your use of our Service will be exclusively resolved under binding arbitration held in San Francisco, California before and in accordance with the Rules of the American Arbitration Association, except that we will have the right to seek injunctive or other equitable relief in state or federal court located in San Francisco, California to enforce these terms or prevent an infringement of a third party's rights. In the event equitable relief is sought, each party hereby irrevocably submits to the personal jurisdiction of such court.

#### 20. Filtering

Pursuant to 47 U.S.C. Section 230(d) as amended, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available at many locations on the internet through a standard internet search.

#### 21. Miscellaneous

These Terms shall be interpreted in accordance with the laws of the State of California, and all other US States, without reference to conflict of law principles. These Terms contain the entire understanding of the parties regarding their subject matter, and supersede all prior and contemporaneous agreements and understandings between the parties regarding their subject matter. No failure or delay by a party in exercising any right, power or privilege under these Terms shall operate as a waiver thereof. The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect.

This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and WifeMood and/or MoodPredict. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. WifeMood and/or MoodPredict reserves the right to assign its rights and obligations under this Agreement in its sole discretion. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. This, together with all policies referred to herein, is the entire Agreement between you and WifeMood

and/or MoodPredict relating to the subject matter hereof and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and WifeMood and/or MoodPredict relating to such subject matter. Notices to you may be made via posting to the Site, by email, or by regular mail, in WifeMood's and/or MoodPredict's discretion. The Site may also provide notices of changes to this Agreement or other matters by displaying such notices or by providing links to such notices. Without limitation, you agree that a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

#### Changes to this Policy

The Company reserves the right to modify or amend this Privacy Policy at any time. Any changes will be posted on this page. If you have any additional questions, please feel free to contact us any time at [info@wifemood.com](mailto:info@wifemood.com) or [info@MoodPredict.com](mailto:info@MoodPredict.com).

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#### THE WIFEMOOD.COM AND MOODPREDICT.COM WEB SITE PRIVACY POLICY

##### What Information We Collect/How We Use It:

By using the Site, you agree to the terms and conditions of this Policy. If you do not agree to the terms and conditions of this Policy, please do not use the Site. We reserve the right to change this Policy without prior notice. Any changes to our Policy will become effective upon posting of the revised Policy on the Internet, accessible through the Site. Use of the Site following such changes constitutes your acceptance of the revised Policy then in effect.

We store and use the information you give us in accordance with the terms of this Policy. Our registration form requests that you provide certain contact and profile information (like your name, e-mail address, postal address, and phone number). Some of the requested information is required in order to receive WIFEMOOD AND/OR MOODPREDICT Services; other information is optional. The required information is indicated as such on the registration pages of the WifeMood and/or MoodPredict Web Site. Depending on the specific WIFEMOOD AND/OR MOODPREDICT Services for which a user registers, certain category specific information will be requested. We use this additional data to personalize the delivery of WIFEMOOD AND/OR MOODPREDICT services to you. By obtaining and using this information, we can provide you with the most timely, relevant and individualized service according to your preferences and interests.

Other than the information we require in order to provide one or more WIFEMOOD AND/OR MOODPREDICT Services to you, you do not have to provide any further information. But your election to withhold certain information may limit our ability to deliver a full array of services to you.

We also collect information such as the identification of the server your computer is logged onto and whether you responded to e-mail messages delivered to you on our behalf. We also may compare our member list to lists received from other companies, in an effort to avoid sending identical messages to our members. You can add and modify any of the information you have provided by following the instructions set forth below.

We use all of this information in the following ways:

1. to provide you with personalized marketing information via electronic delivery and/or direct mail;
2. to provide targeted advertising on the site;
3. to send you targeted advertising via electronic delivery and/or direct mail;
4. to contact you for feedback and surveys via electronic delivery and/or direct mail;
5. to send you general and administrative information about your WIFEMOOD AND/OR MOODPREDICT membership via electronic delivery and/or direct mail; and

6. to provide your contact information to WIFEMOOD AND/OR MOODPREDICT marketing partners to allow them to send you special offers via electronic delivery and direct mail. This most often occurs when you request that we do so such as when completing an online survey;

**Agents:** We employ other companies and individuals to perform certain functions on our behalf. Examples include sending direct and electronic mail, removing duplicate information from customer lists, analyzing data, and providing marketing analysis. These agents have access to member personal information as needed to perform their functions for WIFEMOOD AND/OR MOODPREDICT but we do not permit them to use it for other purposes.

**Right to Sell/License Data:** WIFEMOOD AND/OR MOODPREDICT may sell and/or license the personal information that you provide to us to third party businesses. These businesses may include providers of direct marketing services and applications, including lookup and reference, data enhancement, suppression and validation, email marketing, and telemarketing.

**Cookies.** We may use cookies to, among other things, save your password so you don't have to re-enter it each time you visit any WIFEMOOD AND/OR MOODPREDICT Web Site. Many Web browsers are automatically set to accept cookies. You may change your browser settings to either reject cookies or notify you when a cookie is about to be placed on your computer. Please note, however, that rejecting cookies while visiting any WIFEMOOD AND/OR MOODPREDICT Web Site may result in certain parts of the Web Site not operating correctly or as efficiently as if they were allowed. For example, if you are a WIFEMOOD AND/OR MOODPREDICT member, you may need to enter your username and password each time you visit member's only areas of any WIFEMOOD AND/OR MOODPREDICT Web Site.

**Third Party Action Tags.** We may use third-party advertising companies to serve ads on our behalf. These companies may employ cookies and action tags (also known as single pixel gifs or web beacons) to measure advertising effectiveness. Any information that these third parties collect via cookies and action tags is completely anonymous.

**Purchases.** When you make a purchase from us through the Site, we may collect your credit card number, billing address and other information related to such purchase (collectively, "Payment Information") from you, and may use such Payment Information in order to fulfill your purchase. We may also provide such Payment Information, or other Personal Information provided by you, to third parties as necessary to complete your purchase (for example, to process your credit card).

**Invitations to Friends.** If you wish to invite a friend to use the Site, you may provide us with your friend's e-mail address so that we can facilitate your sending of an e-mail inviting your friend to use the Site. To do so, your name and your e-mail address will of course be disclosed to your friend. We may send follow-up invitations to your friend to invite them to use the Site, and we may also store your friend's e-mail address in our system for future use. Your friend may contact us at [info@wifemood.com](mailto:info@wifemood.com) or [info@MoodPredict.com](mailto:info@MoodPredict.com) to have his or her e-mail address removed from our database.

**Third Party Service Providers.** We work with third parties who provide services including but not limited to web site hosting, data analysis and other services of an administrative nature. We reserve the right to share your Personal Information with such third parties solely for the purpose of enabling such third parties to provide such services.

**Third Party Advertisers.** We may use third party advertisement-serving companies ("Advertisers") to serve advertisements on the Site. Please be advised that such Advertisers may use cookies, Pixel Tags and other technologies to, among other things, enable such Advertisers to monitor which ads have been served to your browser and which Site pages you were viewing when such ads were delivered.

**Assignment.** We reserve the right to transfer any and all Personal Information that we collect from users of the Site to a third party in the event of any sale, transfer or other disposition of all or any portion of WifeMood's and/or MoodPredict's business.

**Server Log Files.** Your Internet Protocol (IP) address is an identifying number that is automatically assigned to your computer by your Internet Service Provider (ISP). This number is identified and logged automatically in our server log files whenever you visit the Site, along with the time(s) of your visit(s) and the page(s) that you visit. We use your IP address, and the IP addresses of all Visitors, to calculate Site usage levels, to help diagnose problems with the Site's servers, and to administer the Site. We also reserve the right to use IP addresses to block access by Visitors who fail to comply with our Terms of Service. Collecting IP addresses is standard practice on the Internet and is done automatically by many web sites.

**Links.** Links on the WIFEMOOD AND/OR MOODPREDICT Web Sites, as well as the electronic messages sent as part of WIFEMOOD AND/OR MOODPREDICT service, may contain links to other sites or services. WIFEMOOD AND/OR MOODPREDICT is not responsible for the privacy practices or the content of such third party sites. If you have a question about the privacy policy of those other sites, please contact

them directly.

In some instances we may include certain links in our e-mails that will allow us to monitor whether you access specific content or advertisements contained in that e-mail. When you click on one of these links, we will record that click and certain activities on the Web page associated with that link. We may use this information for various purposes, such as to conduct internal research on our users' demographics, interests, and behavior in and to our e-mail advertisements and content, and to better understand and serve you.

**Disclosures.** WIFEMOOD AND/OR MOODPREDICT may disclose information about you and your use of any WIFEMOOD AND/OR MOODPREDICT Web Site and the WIFEMOOD AND/OR MOODPREDICT Services if WIFEMOOD AND/OR MOODPREDICT believes such disclosure is reasonably necessary: (i) to comply with the law or legal process; (ii) to protect or defend the rights or property of WIFEMOOD AND/OR MOODPREDICT or others; (iii) to enforce the WIFEMOOD AND/OR MOODPREDICT Terms and Conditions or this Privacy Policy; and (iv) to respond to claims that the content(s) of a communication violates the rights of another. In addition WIFEMOOD AND/OR MOODPREDICT may share or transfer information about you and that you provide to WIFEMOOD AND/OR MOODPREDICT, to one or more third party entities pursuant to a sale, merger, assignment, joint venture or other transfer or disposition of a portion, or all of, the assets or stock of WIFEMOOD AND/OR MOODPREDICT or its affiliated entities, or as otherwise provided herein. WIFEMOOD AND/OR MOODPREDICT may also disclose information to allow third party business partners and affiliates deliver marketing offers to you.

**Changing Your Status** To have all of your personally identifiable information removed from our database, please send an email to [info@wifemood.com](mailto:info@wifemood.com) or [info@MoodPredict.com](mailto:info@MoodPredict.com). At the current time, we are not able to offer users the direct ability to delete their information from our database, but we will be happy to delete such information after we receive a request to that effect. Please be advised that by requesting that your data be removed from our database, you will be unsubscribed from WifeMood and/or MoodPredict services.

**Updates.** WIFEMOOD AND/OR MOODPREDICT may revise this Policy at any time in the future to (i) improve or modify the WIFEMOOD AND/OR MOODPREDICT Service, (ii) reflect future developments in WIFEMOOD AND/OR MOODPREDICT data information gathering, storing and release practices, (iii) comply with applicable laws, and (iv) reflect changes in WIFEMOOD AND/OR MOODPREDICT business structure. Accordingly, you should review these terms and policy from time to time to check for updates. Your continued use of the WIFEMOOD AND/OR MOODPREDICT website shall evidence your acceptance of any changes.

If you do not accept any of the terms of this Policy, we ask that you not complete our registration process Your registration with WIFEMOOD AND/OR MOODPREDICT constitutes your acceptance of these terms and privacy policy.