



## **MEET THE ONE**

### **APPLICANT TERMS AND CONDITIONS AGREEMENT**

Meet The One (hereinafter, “MTO”) is an exclusive matrimonial program offered by Shia Muslim Council of Southern California (hereinafter, “SMC”) with the purpose and aim to introduce Applicants within the program with each other for marital consideration. As used in this Agreement, the terms “us”, “we”, the “Program”, “Service”, “MTO”, “SMC”, and “our” shall refer to Meet The One and/or Shia Muslim Council, as appropriate.

Submitting an application, using the service and participating in the subject program, you agree to, and are bound by, these Terms and Conditions Agreement (hereinafter “Terms” or “Agreement”). This Agreement applies to anyone who accesses or uses any part of the Program, regardless of their continued enrollment. If you do not wish to be bound by this Agreement, do not apply, enroll or participate in the Program.

Applicants are selected only after an extensive interview and screening process. We reserve the right to deny service to any applicant for any reason. Not all individuals will qualify for enrollment within MTO Program. You acknowledge and agree that your personal information may be viewed by others, without limitation, MTO, SMC, Applicants, and other third parties, as deemed necessary. All decisions regarding termination of an application shall be made in the sole discretion of MTO. MTO is not required to provide you notice prior to terminating your application. MTO is not required, and may be prohibited, from disclosing a reason for the termination of your application. Even after termination, this Agreement and its Terms will remain in effect and will continue to be applicable to you.

We reserve the right to modify, amend, or change Terms at any time. We may notify you of a change to the Terms; however, you are responsible for regularly checking our website for notice of any changes. If you do not accept a change to the terms, you should stop using our service immediately.

#### **Applicants represent and warrants that:**

1. You are at least 18 (eighteen) years old;
2. You are legally qualified to enter a binding contract with MTO;
3. You are single, legally divorced, religiously divorced, widowed, legally separate, outside any Muttah, outside any non-platonic relationship;
4. You have not been convicted of or pled no contest to felony or crime of similar severity, a sex crime, or any crime involving violence;
5. You are not required to register as a sex offender with any state, federal or local sex offender registry;
6. You are currently residing lawfully in the United States of American;



If at any time you cease to meet these requirements, you **MUST** immediately delete your application by sending an email to [removal@meettheone.org](mailto:removal@meettheone.org).

**Applicant agrees to:**

1. Comply with these Terms and Conditions, and check for update terms and conditions;
2. Provide to MTO or other Applicants accurate and truthful information and you will update your information as necessary to ensure its accuracy;
3. Comply with all applicable laws, including without limitation, privacy laws, intellectual property laws, and regulatory requirements;
4. Treat other Applicants with MTO in adherences with the highest Islamic standards, including without limitation, courteous, respectful, considerate, thoughtful, caring and politeness.

**Applicant agrees NOT to:**

1. Misrepresent any information provided to MTO or other Applicants, including without limitations, identity, age, current or previous jobs or positions, qualifications or affiliations with a person or entity;
2. Provide inaccurate, misleading or false information to MTO or to Applicants;
3. Harass, bully, stalk, intimidate, assault, threaten, harm, physically abuse, verbally abuse, emotionally abuse, defame, insult or otherwise annoy any other Applicants;
4. Use the program for any harmful, obscene, illegal, malicious, wanton or non-Islamic values;
5. Solicit money or other items of value from another Applicant, whether as a gift, loan, or form of compensation;
6. Disclose or disseminate private and personal information obtained from any Applicants or from MTO in a harmful, demeaning, hurtful, obscene, fraudulent, defamatory, slanderous, libelous, disparaging, violates another Applicant's rights, including without limitations, rights of privacy and publicity, intellectual property rights, or any other Islamic values;

**BACKGROUND CHECK**

You agree to supply your date of birth and any other identifying information to MTO in order to allow MTO to perform a background investigation of you. You hereby authorize any local community member, government agency, law enforcement agency, court, or commercial entity to release any information pertaining to you to MTO and to allow MTO, its agents or representatives to inspect documents, records, or other related information. You authorize and consent to the investigation of all statements contained in your file. You further authorize MTO to supply all information on this Agreement, and all other information provided to MTO, to any federal, state or local government agency for the purpose of completing a background investigation.



## **TO WITHDRAW FROM THE MTO PROGRAM**

You can remove or delete your application from MTO Program at any time by sending an email to [removal@meettheone.org](mailto:removal@meettheone.org). Despite your removal or deletion from the MTO Program Terms within this Agreement will continue and remain in effect between you and MTO.

## **YOU ARE SOLELY RESPONSIBLE FOR YOUR DECISION**

MTO will only share your personal information provided that both participating Applicants accept and consent to exchange of such personal information.

Nevertheless, you must always use your best judgement and take appropriate safety precautions when communicating with or meeting another Applicant. Further, you must use your sensible and best judgement if you decide to proceed with further interaction with any Applicant met through the MTO Program. Though MTO strives to encourage a respectful environment, it is not responsible for the conduct of any Applicant. Before relying on any information or opinion provided through MTO Program, you should independently verify Applicant's information, character, and all other aspects while still preserving the confidentiality as outlined in this Agreement.

## **DISCLAIMER & LIMITATION OF LIABILITY**

MTO or SMC is not responsible for the conduct or action of any Applicant whether it is known or unknown, or any foreseeable or unforeseeable results related with this Program. MTO or SMC assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, theft, destruction or unauthorized access to, or alteration of your application or communications.

MTO or SMC makes no representation or warranties and expressly disclaims any and all liability concerning any conduct, identity, information, intentions, legitimacy or veracity of Applicants within the Program. Furthermore, MTO or SMC, its agents, and representatives and any person furnishing information make no guarantees as to the ultimate compatibility with or conduct by Applicant you meet through this Program.

You hereby release, discharge, and indemnify MTO or SMC, its agents, and representatives, and any person furnishing information from any and all liability of every nature and kind arising out of the furnishing or inspection of any documents, opinions, or other information. To the fullest extent permitted by applicable law, in no event will MTO or SMC, its affiliates, employees, staff, representatives or others who provide an opinion or service be liable for any indirect, consequential, exemplary, incidental, special or punitive damages, whether incurred directly or indirectly as a result of conduct or content of other Applicants through our program or unauthorized access, use, or alteration of your information.



**DISPUTE RESOLUTION**

The exclusive means of resolving any dispute or claim arising out of or relating to this Agreement (including any alleged breach thereof) or our Program shall be BINDING ARBITRATION administered by JAMS, under the JAMS Streamlined Arbitration Rules & Procedure, except as modified by this Agreement. In doing so, YOU GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend any claims between you and MTO, SMC, or anyone who provided opinion or information related to the Program. Your rights will be determined by a NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY, and the arbitrator shall determine all issues regarding the dispute.

**JURISDICTION & GOVERNING LAW**

You expressly agree that California Law (regardless of its conflicts of law principles) shall govern this Agreement, this Program, and that any disputes arising out of or relating to this agreement, and the Program will be subject to the exclusive jurisdiction and venue of the federal and state court in the State of California.

**INDEMNITY BY YOU**

You agree, to the extent permitted under applicable law, to indemnify, defend, and hold harmless MTO, SMC, and our and their respective officers, directors, agents, and employees from and against any and all complaints, demands, claims, damage, losses, costs, liabilities and expenses, including attorney’s fees, due to, arising out of, or relating in any way to your access to or use of our Program, Your Application, Your conduct toward other applicants, or your breach of this Agreement.

**ENTIRE AGREEMENT**

The Terms, and any Additional Term contain the entire agreement between you and MTO regarding the use of our Program. The Terms supersede all previous agreements, representations, and arrangements between us, written or oral. If any provision of these Terms is held invalid, illegal or otherwise unenforceable, the remainder of the Terms shall continue in full force and effect. The failure of the MTO or SMC to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Signature – APPLICANT

\_\_\_\_\_  
Print - NAME