

SETTLEMENT AGREEMENT

Made on October 24, 2017

(the “**Execution Date**”)

Between

STEPHANIE J. BENABU

(the “**Plaintiff**”)

and

MATCH.COM, L.L.C.

(“**Match.com**”)

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SCHEDULES

SETTLEMENT AGREEMENT

RECITALS

A. WHEREAS the Plaintiff has commenced the Proceedings and alleges that the Defendants, including Match.com, participated in the Alleged Conduct, and the Plaintiff claims class-wide damages allegedly caused as a result of the Alleged Conduct, as well as injunctive conclusions to stop the Alleged Conduct;

B. AND WHEREAS Match.com believes that it is not liable in respect of the Alleged Conduct, and believes it has good and reasonable defences in respect of the claims advanced in the Proceedings;

C. AND WHEREAS Match.com does not admit through the execution of this Settlement Agreement any allegation of unlawful conduct as alleged in the Proceedings or at all;

D. AND WHEREAS the Parties agree that neither this Settlement Agreement nor any statement made in the negotiations thereof shall be deemed or construed to be an admission by or evidence against Match.com or evidence of the truth of any of the Plaintiff's allegations against Match.com, or of the impropriety of the Alleged Conduct, which Match.com expressly denies;

E. AND WHEREAS, despite its belief that it is not liable in respect of the Alleged Conduct and that it has good and reasonable defences in respect of the claims advanced in the Proceedings, Match.com has negotiated and entered into this Settlement Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation of the Proceedings and any other present or future litigation arising out of the facts alleged in the Proceedings, to avoid the risks inherent in uncertain, complex and protracted litigation and to achieve final resolutions of all claims asserted or which could have been asserted against the Releasees by the Plaintiff on her own behalf and on behalf of the classes she seeks to represent in relation to the Alleged Conduct;

F. AND WHEREAS counsel for the Releasees have engaged in settlement discussions and negotiations with Class Counsel in respect of this Settlement Agreement;

G. AND WHEREAS as a result of these settlement discussions and negotiations, Match.com and the Plaintiff have entered into this Settlement Agreement, which embodies all of

the terms and conditions of settlement between Match.com and the Plaintiff, both individually and on behalf of the Settlement Class, subject to the approval of the Court;

H. AND WHEREAS the Plaintiff and Class Counsel have reviewed and fully understand the terms of this Settlement Agreement and, based on their analyses of the facts and law applicable to the Plaintiff's claims, and having regard to the burdens and expense in prosecuting the Proceedings, including the risks and uncertainties associated with trials and appeals, and having regard to the value of this Settlement Agreement, the Plaintiff and Class Counsel have concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Plaintiff and the classes she seeks to represent in the Proceedings;

I. AND WHEREAS the Plaintiff and the Settlement Class intend to fully and completely settle and resolve the claims advanced or which could have been advanced in the Proceedings as against the Releasees on the Effective Date pursuant to this Settlement Agreement;

J. AND WHEREAS the Parties therefore wish to, and hereby do, finally resolve, without admission of liability, all of the Proceedings as against the Releasees;

K. AND WHEREAS strictly for the purposes of settlement only and contingent on approvals by the Court as provided for in this Settlement Agreement, the Parties have consented to authorization of the Proceedings as class proceedings and have consented to the Settlement Class and the Common Issue;

L. AND WHEREAS the Plaintiff asserts that she is an adequate class representative for the Settlement Class and will seek to be appointed as the class representative for the purposes of settlement only;

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by the Parties that the Proceedings as against Match.com be settled with prejudice and without costs, subject to the approval of the Court, on the following terms and conditions:

SECTION 1 - DEFINITIONS

For the purpose of this Settlement Agreement only, including the Recitals and Schedules hereto:

- (1) **Alleged Conduct** means all conduct that has been alleged or could have been alleged against Match.com in the Proceedings.
- (2) **Approval Hearing** means the hearings of the motions brought by Class Counsel for the approval of the terms provided for in this Settlement Agreement.
- (3) **Approval Orders** means collectively the Initial Order and the Settlement Approval Order.
- (4) **Class Counsel** means LPC Avocat Inc.
- (5) **Class Counsel Fees** means the fees, disbursements, costs, and other applicable taxes or charges of Class Counsel, excluding any applicable GST or QST.
- (6) **Class Counsel Payment** means the amount of \$25,500.00 plus GST and QST that Match.com will pay to Class Counsel, as compensation to Class Counsel for its professional and extrajudicial fees , as referred to in Section 3.2(1).
- (7) **Class Period** means July 4, 2013 to the date of the Initial Order.
- (8) **Common Issue** means: Did Match.com violate paragraph c) of section 230 of the *Consumer Protection Act*?
- (9) **Court** means the Superior Court of Quebec.
- (10) **Defendant(s)** means, individually or collectively, the individuals or entities now named as a defendant in the Proceedings.
- (11) **Effective Date** means the day on which the Settlement Approval Order becomes a Final Order.
- (12) **Execution Date** means the date on which the Parties execute this Settlement Agreement.
- (13) **Final Order** means the Settlement Approval Oder which either (i) has not been appealed before the time to appeal such order has expired, if an appeal lies, or (ii) has been affirmed upon a final disposition of all appeals. For further certainty, the Settlement Approval Order will not become a Final Order until the time to appeal such an order has expired without

any appeal having been taken or until the order has been affirmed upon a final disposition of all appeals.

(14) **Initial Order** means the order made by the Court authorizing the Proceedings for settlement purposes only and authorizing the Pre-Approval Notice.

(15) **Members' Compensation** means the free one month of Match.com subscription services that Match.com will provide to each of the Match.com members who are part of the Settlement Class during the Class Period, which compensation will consist of one-month of Match.com services for free, as referred to in Section 3.1(1).

(16) **Non-Settling Defendant(s)** means any Defendant other than the Settled Defendant.

(17) **Notices** means (i) Pre-Approval Notice; (ii) notice of termination of this Settlement Agreement if it is terminated after notice provided for in accordance with (i) above or otherwise ordered by the Court; and (iii) any other notice that may be required by the Court.

(18) **Parties** means the Plaintiff and Match.com (each a "**Party**").

(19) **Person(s)** means an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, trustee, executor, beneficiary, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity and their heirs, predecessors, successors, representatives or assignees.

(20) **Plaintiff** means the plaintiff in the Proceedings, and any other Person who may in the future be added or substituted as a plaintiff to the Proceedings.

(21) **Pre-Approval Notice** means the form or forms of notice, agreed to by the Plaintiff and Match.com, or such other form or forms as may be approved by the Courts, which informs the Settlement Class of: (i) the principal elements of this Settlement Agreement; (ii) the authorization of the Proceedings, for settlement purposes; and (iii) the dates and locations of the Approval Hearing.

(22) **Proceedings** means the proceeding commenced by Plaintiff, in the form of an Application to authorize the bringing of a class action and to appoint the status of representative

plaintiff before the Court, bearing Court File No. 500-06-000798-161, filed on July 4, 2016, as amended;

(23) **Released Claims** means any and all manner of claims, demands, actions, suits, causes of action, whether class, collective, individual or otherwise in nature, whether personal or subrogated, damages whenever incurred, damages of any kind including compensatory, punitive or other damages; liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses, penalties, and lawyers' fees (including Class Counsel Fees), known or unknown, suspected or unsuspected, foreseen or unforeseen, actual or contingent, and liquidated or unliquidated, in law, that the Releasers, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have, with respect to or relating in any way to the Alleged Conduct or any conduct occurring anywhere, from the beginning of time through to the end of the Class Period, in relation to the Alleged Conduct including, without limitation, any claims which have been asserted, would have been asserted, or could have been asserted, directly or indirectly, in Quebec, as a result of or in connection with any conduct alleged (or which could have been alleged) in the Proceedings, but excluding any potential claim related to services provided by the Tinder brand.

(24) **Releasee(s)** means, jointly and severally, individually and collectively, Match.com and all of its respective present and former, direct and indirect, parents, subsidiaries, divisions, affiliates, partners, insurers (excluding Plentyoffish Media ULC, Plentyoffish Media, LLC), and all other Persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and all of its respective past, present and future officers, directors, employees, agents, shareholders, attorneys, trustees, servants and representatives; and the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing, excluding always the Non-Settling Defendants and any affiliates of the Non-Settling Defendants.

(25) **Releasers** means, jointly and severally, individually and collectively, the Plaintiff and the Settlement Class Members and their respective present, former, and future direct and indirect parents, affiliates, subsidiaries, officers, directors, attorneys, servants, predecessors, successors, trustees, representatives, heirs, executors, liquidators, administrators, insurers, and assigns of each of the foregoing.

(26) **Settlement Agreement** means this agreement, including the Recitals and Schedules.

- (27) **Settled Defendant** means Match.com.
- (29) **Settlement Approval Order** means the order made by the Court authorizing this Settlement Agreement.
- (30) **Settlement Class** means all consumers, pursuant to the terms of Quebec's *Consumer Protection Act*, who, during the Class Period, were provided services or goods at a reduced price, or free of charge, for a fixed period, by Match.com, and who, after the fixed period, were required to send a notice to Match.com indicating that he/she does not wish to obtain the services or goods at the regular price.
- (31) **Settlement Class Member(s)** means a member of the Settlement Class who has not validly opted-out of the Settlement Class.
- (32) **Settlement Terms** means collectively, the Class Counsel Payment and the Members' Compensation.

SECTION 2 - SETTLEMENT APPROVAL

2.1 Commercially reasonable efforts

- (1) The Parties shall use commercially reasonable efforts and take all necessary steps to secure, in a prompt and timely manner, the orders, approvals, notices and other outcomes that are contemplated by this Settlement Agreement and are required to carry it into effect.

2.2 Motions Authorizing the Proceedings and Approving Notice

- (1) At a time mutually agreed to by the Plaintiff and Match.com after this Settlement Agreement is executed, the Plaintiff shall bring a motion before the Court for an order approving the Initial Order.
- (2) The Initial Order referred to in Section 2.2(1) shall be substantially in the form set out in Schedule A.
- (3) The Pre-Approval Notice shall be communicated by Match.com through an email to the Match.com customers who fall within the Settlement Class definition, to their last known email address, in the form set out in Schedule B.
- (4) Match.com shall directly pay any costs relating to sending the Pre-Approval Notices.

2.3 Motions Approving the Settlement Agreement

(1) Following the pronouncement of the Initial Order and the expiration of any applicable opt-out period, and at a time mutually agreed to by the Parties, the Plaintiff shall bring a motion before the Court for an order approving the Settlement Approval Order.

(2) The Settlement Approval Order referred to in Section 2.3(1) shall be agreed upon by the Parties and shall be substantially in the form attached as Schedule C.

(3) This Settlement Agreement shall only become final, binding and effective on the Effective Date.

2.4 Pre-Motion Confidentiality

(1) Until the motions required by Section 2.2(1) are brought, the Parties shall keep all of the terms of this Settlement Agreement confidential and shall not disclose them without the prior consent of Class Counsel and counsel for Match.com, as the case may be, except as required for the purposes of giving effect to the terms of this Settlement Agreement, or as otherwise required by law.

2.5 Agreement on Form of Orders

(1) It is a fundamental term of this Settlement Agreement that the Plaintiff and Match.com must agree on the form and content of the Approval Orders to be sought pursuant to Sections 2.2 and 2.3, and that the issued Approval Orders must be consistent with the terms of this Settlement Agreement. The form and content of the Approval Orders shall be considered a material term of this Settlement Agreement and the failure of the Court to approve the form and content of the Approval Orders substantially in the form agreed upon shall give rise to a right of termination pursuant to Section 7 of this Settlement Agreement.

SECTION 3 - SETTLEMENT BENEFITS

3.1 Compensation to members

(1) Within 30 days of the Effective Date, Match.com shall provide the Members' Compensation to each of its Match.com members who are part of the Settlement Class during the Class Period.

(2) The Members' Compensation will be provided by turning on the Match.com subscription (if no longer a subscriber) for a month or adding an additional month of subscription time (if already a subscriber).

3.2 Class Counsel Fees

(1) Within ten (10) days of the Effective Date, Match.com will disburse the Class Counsel Payment to Class Counsel, as compensation for its judicial and extrajudicial fees.

(2) Class Counsel will provide all necessary banking information to complete the Class Counsel Payment by wire transfer.

SECTION 4 – RELEASES, DISMISSALS AND STAYS

4.1 Release of Releasees

(1) Upon the Effective Date, and in consideration of the accomplishment of the Settlement Terms and for other valuable consideration set forth in this Settlement Agreement, the Releasors shall be deemed to and do hereby forever and absolutely release, acquit and discharge the Releasees from the Released Claims. The Parties shall use their best efforts to have the terms of the release contemplated herein incorporated into the orders obtained from the Courts approving this Settlement Agreement. The Plaintiff and Settlement Class Members acknowledge that the compensation contemplated herein is deemed and considered to be full and complete compensation for all loss which is or could be alleged to be occurring as the Alleged Conduct.

4.2 No Further Claims

(1) The Releasors shall not now or hereafter threaten, institute, prosecute, continue, maintain or assert, either directly or indirectly, on their own behalf or on behalf of any class or any other Persons, any action, suit, cause of action, claim, proceeding, complaint or demand against or collect or seek to recover from any Releasee or any other Persons who will or could bring or commence or continue any claim, crossclaim, claim over or any claim for contribution, indemnity, or other relief against any Releasee in respect of any Released Claim, except for the continuation of the Proceedings against the Non-Settling Defendants or other Persons who are not Releasees, and are permanently barred and enjoined from doing so. Plaintiff and Class Counsel acknowledge that Match.com considers it to be a material term of this Settlement

Agreement that the Settlement Class Members will be bound by the releases provided for herein.

4.3 Settlement of the Proceedings

(1) The Proceedings shall be settled in respect of Match.com, without costs and without reservation in respect of Match.com.

4.4 Claims Against Other Entities Reserved

(1) Except as provided herein, this Settlement Agreement does not settle, compromise, release or limit in any way whatsoever any claim by the Settlement Class Members against any Person other than the Releasees.

4.5 Releases and Covenants

(1) The releases and covenants contemplated in this section shall be considered a material term of this Settlement Agreement and the failure of the Court to approve the releases, or of the Releasees to abide by the covenants, contemplated herein shall give rise to a right of termination pursuant to Section 7 of this Settlement Agreement.

SECTION 5 – EFFECT OF SETTLEMENT

5.1 No Admission of Liability

(1) The Plaintiff and Match.com expressly reserve all of their rights if this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason. Further, whether or not this Settlement Agreement is finally approved, is terminated, or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed or interpreted to be an admission of any violation of any statute or law, or of any fault, omission, wrongdoing or liability by Match.com or by any Releasee, or of the truth of any of the claims or allegations contained in the Proceedings or any other pleading filed by the Plaintiff or any other Settlement Class Member.

5.2 Agreement Not Evidence

(1) Whether or not it is terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with

this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be referred to, offered as evidence or received in evidence in any present, pending or future civil, criminal or administrative action or proceeding, except: (a) by the Parties in a proceeding to approve or enforce this Settlement Agreement; (b) by a Releasee to defend against the assertion of a Released Claim; (c) by a Releasee in any insurance-related proceeding; or (d) as otherwise required by law or as provided in this Settlement Agreement.

SECTION 6 – AUTHORIZATION FOR SETTLEMENT PURPOSES ONLY

6.1 Settlement Class and Common Issue

(1) The Proceedings shall be authorized as class proceedings against Match.com solely for purposes of settlement of the Proceedings and the approval of this Settlement Agreement by the Court.

(2) In the Approval Orders, the only common issue that they will seek to define is the Common Issue and the only class that they will assert is the Settlement Class. The Plaintiff acknowledges that Match.com agrees to the definition of the Common Issue for purposes of settlement only.

6.2 Authorization Without Prejudice

(1) In the event this Settlement Agreement is not approved, is terminated in accordance with its terms or otherwise fails to take effect, the Parties agree that any prior authorization of the Proceedings, or any one of them, as a class proceeding, including the definition of the Settlement Class and the statement of the Common Issue, shall be without prejudice to any position that any of the Parties or any Releasee may later take on any issue in the Proceedings or any other litigation.

SECTION 7 – TERMINATION OF SETTLEMENT AGREEMENT

7.1 Right of Termination

(1) Match.com or the Plaintiff, each in its sole discretion acting reasonably and in good faith, shall have the option to terminate this Settlement Agreement (but shall not be obligated to do so) in the event that:

- (a) the form and content of any of the Approval Orders departs materially from the form and content of the orders and Notices as agreed upon by the Plaintiff and Match.com;
- (b) the form and content of any of the Final Orders approved by the Court departs materially from the form and content of the order agreed upon by the Plaintiff and Match.com under Section 2.5(1) of this Settlement Agreement;
- (c) the content of the releases in favour of the Releasees contained in the Approval Orders departs from the content of the releases contemplated in this Settlement Agreement;
- (d) the Court declines to approve this Settlement Agreement or any material term or part hereof;
- (e) the Court approves this Settlement Agreement in a materially modified form;
- (f) any orders approving this Settlement Agreement made by the Court do not become Final Orders; or
- (g) there is any material breach of this Settlement Agreement by the other Party.

(2) To exercise a right of termination under Section 7.1(1), a terminating party shall deliver a written notice of termination pursuant to this Settlement Agreement within fifteen (15) business days of the fact of the condition being met becoming known to the terminating party, or within such further time as the Parties may agree. Upon delivery of such a written notice, this Settlement Agreement shall be terminated and, except as provided for in Section 7.3, shall be null and void and have no further force or effect, shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation.

(3) Any order, ruling or determination made by the Court that is not substantially in the form and content of the Final Order, as agreed upon by the Plaintiff and Match.com in accordance with Section 2.5(1), shall be deemed to be a material modification of this Settlement Agreement and shall provide a basis for the termination of this Settlement Agreement, provided however that Match.com may agree to waive this provision.

(4) Any order, ruling or determination made by any Court with respect to Class Counsel Fees shall not be deemed to be a material modification of all, or a part, of this Settlement Agreement and shall not provide any basis for the termination of this Settlement Agreement.

(5) In the event this Settlement Agreement is not approved, is terminated in accordance with its terms or otherwise fails to take effect for any reason, the Plaintiff and Match.com agree that any prior authorization of the Proceedings as a class proceeding, including the definitions of the Settlement Class and the Common Issue, shall be without prejudice to any position that any of the Parties or any Releasee may later take on any issue in the Proceedings or any other litigation.

(6) In the event this Settlement Agreement is not approved, is terminated in accordance with its terms or otherwise fails to take effect for any reason, the Plaintiff and Match.com agree that any appearance, attendance, filing or other action or step taken by Match.com pursuant to or relating to this Settlement Agreement shall be without prejudice to any position that any Releasee may later take in respect of the jurisdiction of the Court or any other court.

7.2 If Settlement Agreement Is Terminated

(1) If this Settlement Agreement is not approved, is terminated in accordance with its terms or otherwise fails to take effect for any reason, it shall be null and void, have no further force and effect, shall not be binding, and shall not be used as evidence or otherwise in litigation, and:

- (a) No Approval Orders, which have not been decided, shall proceed;
- (b) any Approval Orders shall be set aside and declared null and void and of no force or effect, and the Parties shall be estopped from asserting otherwise;
- (c) any Initial Orders, including the definitions of the Settlement Class and the Common Issue, shall be without prejudice to any position that any of the Parties or Releasees may later take on any issue in any of the Proceedings or any other litigation; and

7.3 Survival of Provisions After Termination

(1) If this Settlement Agreement is terminated or otherwise fails to take effect for any reason, the provisions of Sections 5.1 and 5.2, Section 6.2, Section 7 and Sections 8.1, 8.6, 8.12 and 8.16 shall survive the termination and continue in full force and effect. The definitions

and Schedules shall survive only for the limited purpose of the interpretation of these surviving sections within the meaning of this Settlement Agreement, but for no other purposes. All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

SECTION 8 - MISCELLANEOUS

8.1 Motions for Directions

(1) Match.com or the Plaintiff may apply to the Court for directions in respect of the interpretation, implementation and administration of this Settlement Agreement.

(2) All motions contemplated by this Settlement Agreement shall be on notice to the Plaintiff and Match.com.

8.2 Further Acts

(1) Without limiting the generality of any other provisions of this Settlement Agreement, until such time as the Court has approved or refused to approve this Settlement Agreement: (i) none of the Plaintiff, the Releasors and Class Counsel shall take any action or omit to take any action that is inconsistent with the purposes and scope of this Settlement Agreement; and (ii) none of the Releasees and their respective counsel shall take any action or omit to take any action that is inconsistent with the purposes and scope of this Settlement Agreement.

8.3 Publicity

(1) Except as otherwise required for the purposes of approving the settlement, and unless otherwise agreed by the Parties:

- (a) the Parties shall not issue any press releases or other communication of any kind (with the media or otherwise) regarding this settlement, except those that may be agreed to by the Parties;
- (b) the Parties shall act in good faith to ensure that any public statements, comments or any communications of any kind about any descriptions of the settlement and the terms of this Settlement Agreement are balanced, fair and accurate;
- (c) the Parties shall not make any public statements, comments or any communications of any kind about any negotiations or information exchanged as

part of the settlement process, except as may be required for the Parties to comply with any order of the Courts or as may be required under any applicable law or regulation.

- (d) The Parties further agree that they will not otherwise seek to obtain media coverage in relation to the Settlement Agreement, with the exception that Class Counsel will post this Settlement Agreement on its website.

8.4 Headings, etc.

(1) In this Settlement Agreement:

- (a) the division of this Settlement Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement; and
- (b) the terms "this Settlement Agreement", "hereof", "hereunder", "herein" and similar expressions refer to this Settlement Agreement and not to any particular section or other portion of this Settlement Agreement.

8.5 Computation of Time

(1) In the computation of time in this Settlement Agreement, except where a contrary intention appears:

- (a) where there is a reference to a number of days between two events, the number of days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days; and
- (b) only in the case where the time for doing an act expires on a holiday, the act may be done on the next day that is not a weekend or statutory holiday.

8.6 Governing Law

(1) This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Quebec.

8.7 Entire Agreement

(1) This Settlement Agreement, including the Recitals herein and the Schedules attached hereto, constitutes the entire agreement among the Parties, and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle and memoranda of understanding in connection herewith.

None of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein.

8.8 Amendments and Waivers

(1) This Settlement Agreement may not be modified or amended except in writing and on consent of all Parties hereto and the Court with jurisdiction over the matter to which the amendment relates must approve any such modification or amendment.

(2) The waiver of any rights conferred hereunder shall be effective only if made by written instrument of the waiving party and, any such waiver shall not be deemed or construed as a waiver of any other right, whether prior, subsequent, or contemporaneous, of this Settlement Agreement.

8.9 Binding Effect

(1) This Settlement Agreement shall be binding upon, and enure to the benefit of, the Plaintiff, the Settlement Class Members, the Releasors, the Releasees, and all of their successors and assigns. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by the Plaintiff shall be binding upon all Releasors and each and every covenant and agreement made herein by Match.com shall be binding upon all of the Releasees.

8.10 Counterparts

(1) This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile or PDF signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

8.11 Negotiated Agreement

(1) This Settlement Agreement has been the subject of negotiations and discussions among the undersigned, each of which has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have no force and effect. The Parties further agree that the language contained in or not contained in previous drafts of this Settlement Agreement, or any agreement in principle, all have no bearing upon the proper interpretation of this Settlement Agreement.

8.12 Language

(1) The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English; *les parties reconnaissent avoir exigé que la présente convention et tous les documents à son soutien soient rédigés en anglais.*

8.13 Transaction

(1) This Settlement Agreement constitutes a transaction in accordance with Articles 2631 and following of the *Civil Code of Quebec*.

8.14 Recitals

(1) The recitals to this Settlement Agreement are true and form part of this Settlement Agreement.

8.15 Schedules

(1) The Schedules annexed hereto form part of this Settlement Agreement.

8.16 Communications

(1) Any and all communications required by this Settlement Agreement shall be in writing and shall, unless otherwise expressly provided herein, be given personally, by express courier, by postage prepaid mail, by facsimile transmission, or by email PDF files, and shall be addressed as follows:

For the Plaintiff and for Class Counsel in the Proceedings:

LPC AVOCAT INC.

Mtre Joey Zukran

Tel : (514) 379-1572

Fax: (514) 221-4441

Email: JZUKRAN@LPCLEX.COM

For MATCH.COM:

Me Éric Vallières

McMillan LLP

Tel : (514) 987-5068

Fax: (514) 987-1213

Email: eric.vallieres@mcmillan.ca

8.17 Acknowledgements

- (1) Each of the Parties hereby acknowledges that:
 - (a) he, she or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understood this Settlement Agreement;
 - (b) the terms of this Settlement Agreement and the effects thereof have been fully explained to him, her or the Party's representative by his, her or its counsel;
 - (c) he, she or the Party's representative fully understands each term of this Settlement Agreement and its effect; and
 - (d) no Party has relied upon any statement, representation or inducement (whether material, false, negligently made or otherwise) of any other Party, beyond the terms of this Settlement Agreement, with respect to the first Party's decision to execute this Settlement Agreement.

8.18 Authorized Signatures

(1) Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement on behalf of the Parties identified below their respective signatures.

IN WITNESS WHEREOF, THIS SETTLEMENT AGREEMENT IS DULY SIGNED BY THE PARTIES AT THE DATE AND LOCATION INDICATED BELOW:

At Montreal, the 25 of October 2017



**LPC AVOCAT INC.
Per: Me Joey Zukran, Class Counsel**

At _____, the ____ of October 2017

**MATCH.COM, L.L.C.
Per:
Representative duly authorized for the purposes
hereof, as declared**

8.18 Authorized Signatures


(1) Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement on behalf of the Parties identified below their respective signatures.

IN WITNESS WHEREOF, THIS SETTLEMENT AGREEMENT IS DULY SIGNED BY THE PARTIES AT THE DATE AND LOCATION INDICATED BELOW:

At _____, the ___ of October 2017

LPC AVOCAT INC.
Per: Me Joey Zukran, Class Counsel

At DALLAS, TEXAS, UNITED STATES, the 25th of October 2017



MATCH.COM, L.L.C.
Per:
Representative duly authorized for the purposes
hereof, as declared