



**Achk Louys cannot wait to help you find your life partner.
Thank you for putting your trust in the agency.**

1. Application of General Terms and Conditions

Achk Louys Armenian Matchmaking is a small business founded in Massachusetts providing dating services to the Armenian community.

Matchmaking services include:

- a. recommendations of potential partners for a long-term committed relationship
- b. coordinating dates and reservations
- c. various consulting opportunities involving dating and relationship advice from a certified matchmaker and dating coach

These general terms and conditions dictate all services provided by Achk Louys Armenian Matchmaking. They form part of any matchmaking agreement, contract or membership upon endorsement. They remain in force during full duration of the matchmaking membership, and they may only be supplemented or amended by means of a written agreement between the client and Achk Louys.

Achk Louys and the client will agree on the specific conditions of the matchmaking agreement or contract by individual written agreement. In the event of conflicting provisions, the terms and conditions agreed upon in the membership agreement shall prevail.

It is understood between the parties that the present general conditions do not give the client exclusive rights, and that Achk Louys is free to provide its services to any other client at all times.

Your use of Achk Louys' services is solely your own decision and we do not accept any liability for loss, damage, claim or expense, whether direct or indirect and however caused, arising out of your membership and/or use of our services based upon the reliance of information provided to the agency. All warranties in respect to the agency's services and/or information, whether expressed or implied are excluded.



Achkt Louys shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to the services provided under this agreement. In no event shall the total liability of the matchmaking company exceed the total amount paid by the client for the services rendered. The matchmaking company shall not be held responsible for any damages resulting from the actions or conduct of third parties, including but not limited to other clients or individuals introduced through the matchmaking services. The client acknowledges and agrees that the matchmaking company is not responsible for the success or outcome of any matches made through the services provided. The limitations of liability set forth in this clause shall apply to all claims, whether based on contract, tort, negligence, strict liability, or any other legal theory.

2. Confidentiality

All relations with Achkt Louys are strictly confidential. The client must treat all information obtained both during and after the end of contractual relationship related to Achkt Louys confidential and must not pass it on to any unauthorized third parties. In particular, the client is obliged to treat personal data of members/matches in compliance with data protection laws. Clients must not discuss or show any personal details of other members that have been supplied to them to any other members or non-members at any time during their membership.

Achkt Louys will treat all information and documentation relating to clients as strictly confidential and will not pass on data to third parties. This does not apply to information that is legally required to perform background checks.

As the membership agreement is between Achkt Louys and the client, the agency will not discuss your membership details with others without your expressed and written permission. The client agrees to not disclose any details related to their membership experience, the identity or personal information of others paying, or non-paying members introduced to them.

Achkt Louys imposes written obligations of confidentiality to all members, both paying and non-paying, and will exercise its right to terminate membership agreements for any breach of confidentiality; however, Achkt Louys is not bound to take legal action to enforce these obligations. Should a client choose to pursue legal action independent of Achkt Louys, they are asked to inform Achkt Louys of the details relating to the breach immediately.



3. Pricing Policy

While Achkt Louys does offer standardized membership packages, they are individually designed and tailored to fit each individual client's unique and personal needs and circumstances. Individual costs and deliverables are set out by individual agreement in a client's membership agreement.

Achkt Louys Standard Service Fees

Informational Session (15 minutes)	Complimentary
New-Client Interview	Complimentary (with 1 year membership)
One-Year Membership	\$60
Membership Renewal	\$60 (with complimentary profile update)
Dating Coaching Session (½ hour)	\$25
Match-by-Match "Non-Blind" Introduction	\$60 per introduction
Match-by-Match "Blind" Introduction	\$30 per introduction

All fees are non-refundable.

Refund policies depicted under Item #10.

4. Dating Coaching

Together with the client, Achkt Louys determines the relevant needs of the client and develops a coaching plan. Sessions may be held in-person at a mutually agreed place and time or via Zoom.

The client recognizes and understands that coaching is not professional medical care or mental health care, and that the use of coaching services is not intended to be a substitute for medical or mental health treatment. Achkt Louys does not provide medical or mental health care, psychotherapy or counseling, nor does the agency diagnose, treat, prevent, or cure any physical, mental, or emotional ailment or condition.

The client agrees that they will not disregard or discontinue any professional medical advice or delay seeking medical advice or treatment from licensed professionals if necessary.



The client understands and agrees to take full liability and accepts full responsibility for their well-being during any coaching or dating process and for any outcomes, consequences, repercussions resulting from choices and decisions made as a result of the coaching or dating process. The client also understands that coaching may become personal or emotional which could potentially cause strong emotions such as sadness, frustration, annoyance, and stress.

The client will not hold Achkt Louys liable for any loss or cost incurred in the event of any mental, physical, or emotional distress. The client shall indemnify Achkt Louys in the event of any such claim.

The client agrees to indemnify and hold harmless the matchmaking company, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorney's fees) arising out of or related to any breach of this agreement by the client, any misrepresentation made by the client, or any third-party claims arising from the client's actions or omissions. The client agrees to cooperate fully in the defense of any such claims and to promptly notify the matchmaking company of any such claims. The matchmaking company reserves the right to assume the exclusive defense and control of any matter subject to indemnification by the client. This indemnity clause shall survive the termination or expiration of this agreement.

Achkt Louys reserves the right to terminate any coaching agreement on notice to you in accordance with the provisions of termination.

5. Matchmaking

Conduct Requirements: As a client of Achkt Louys, you accept that we cannot be responsible for your interactions with others or for the conduct and interactions of those members we introduce to you.

You agree to take your conduct very seriously while working with Achkt Louys and not to undertake any of the following. Should you break one of these codes of conduct, we may be required to take action such as terminating your membership at our sole discretion without refund.

- a. Harass or cause a nuisance, inconvenience, distress, fear, anxiety or physical harm to any person we introduce you to or an agent of Achkt Louys.



- b. Act in an abusive, rude, threatening, obscene, harassing, offensive, sexist, discriminatory, or racist manner towards any member we introduce you to or an agent of Achkt Louys.
- c. Violate the private rights of any Achkt Louys member or agent, including but not limited to forwarding, distributing and displaying emails, social media communication, recorded video chats, texts, Whatsapp messages, photos, personal data, or profiles. You must not make any disparaging statements, either verbally or in writing about Achkt Louys or members to any third party.
- d. Promote or appear to be promoting your own products or services to any member or employee of Achkt Louys or agents.
- e. Impersonate another person, provide us with false information or records in an attempt to mislead any member of Achkt Louys members or staff
- f. Provide us with any photograph or materials to which a third party has rights to, and of which you have not received and provided to us their written permission for the use of such photographs or material.
- g. Do anything which restricts anyone else's use or enjoyment of Achkt Louys' services or do anything which prejudices or damages the reputation, deliberately or recklessly, of the matchmaking agency.

6. Membership

Membership with Achkt Louys is conditional upon being at least 21 years of age, single, legally unmarried, looking for a serious, committed and long-term relationship, being free of criminal convictions and not living at the same address as a current or past partner.

All information provided by the client must be truthful and honest, including but not limited to information related to your current life situation and personal circumstances. Lastly, you must not be associated with any other introduction agency, either personally or professionally as an employee. You must inform Achkt Louys if you are employed by another matchmaking agency.

While Achkt Louys makes every effort to vet and verify the identity and information provided by its members, we accept personal information in good faith. We realize that information may only be accurate at the time requested. We respect the member's privacy and do not conduct any intrusive background checks or operate outside the limitations of data protected laws. For this reason, we strongly advise all



clients verify the personal claims and identity of members independently of Achkt Louys. We can therefore make no representation or accept any liability for the validity of information provided to us by our members, including but not limited to their marital status, criminal status, mental state, or financial status.

By signing this agreement, the client confirms and warrants that they are not legally married to any other individuals. The client acknowledges that providing false information regarding their marital status may result in the termination of services. The client agrees to inform the matchmaking company immediately if their marital status changes during the term of this agreement. Failure to disclose any changes in marital status may result in legal consequences and the termination of the agreement. The client understands the importance of providing accurate information regarding their marital status for the matchmaking service to be conducted effectively and ethically.

Achkt Louys reserves the right to verify the authenticity of the information provided by the client.

7. Matchmaking Process

Your matchmaking membership will begin once Achkt Louys successfully receives all the necessary documentation and payment from the client.

Dating coaching and dating preparations may be included as part of your membership agreement. In such cases, it is your responsibility to request these associated services.

The number of recommendations offered is dependent upon your own characteristics and preferences. You accept that having a large number of partner requirements, and more restrictive partner preferences, will limit the number of introductions Achkt Louys can offer you and we cannot accept any responsibility for the outcomes of the introductions.

Achkt Louys reserves the right and discretion to recommend members to you who we consider to be acceptable to you. Achkt Louys recognizes that prospective partners will not meet 100% of your preferences as it's been proven that many successful relationships develop between individuals meeting 70-80% of the desired criteria.



If you enter into a relationship during the course of your membership, you have the right to put your membership on hold. As a courtesy to all members, Achkt Louys will not offer you any further introductions.

8. Matchmaking Advertising and/or Headhunting

Should your matchmaking require headhunting, it is important to know that Achkt Louys will be out in public places, such as Armenian events, searching for potential matches for you. This means the criteria you are looking for will be shared during the headhunting conversations; however, your name, or any other information revealing your identity will not be shared until an introduction is agreed upon.

Should your matchmaking require advertising, you agree that we are entitled to share/disseminate agreed information about you solely for the purposes of advertising for prospective partners for you. You will have the opportunity to approve any advertising materials prior to distribution.

9. Deal-Breakers

During your interview, if you indicated a deal breaker, Achkt Louys will be making all efforts to not introduce you to a match who possesses this deal breaker quality or characteristic. If Achkt Louys was aware of this deal breaker but it was not disclosed to you prior to you agreeing to the date, and should you discover your match possesses the dealbreaker during your date, the introduction will not count towards your agreed upon matches. The same applies to match-by-match introductions. Most importantly, the client must notify Achkt Louys about the discovery during the post-date debrief.

If, however, Achkt Louys was not aware of the deal-breaker exhibited by the member, or the deal-breaker was disclosed but you agreed to the date despite the dealbreaker, you waive the right to reject the introduction and have it count towards your agreed number of introductions.



10. Termination of Agreements

Your membership agreement with Achkt Louys will commence on the date payment is fully received.

Coaching and matchmaking agreements may be terminated by Achkt Louys to which you may be entitled to a partial refund of your coaching and/or matchmaking membership fee. Any fees for services already delivered up to the date of termination will be deducted from any refund.

Achkt Louys reserves the right to terminate your membership agreement without a refund (in part or full) in the following circumstances:

- You have breached one of the terms and conditions
- You are employed by a matchmaking agency simultaneously as Achkt Louys
- You have provided false information about yourself to Achkt Louys
- Achkt Louys received a complaint about you from one of our other clients
- You have failed to maintain contact with Achkt Louys when the agency reaches out to you for a period exceeding 6 months
- Your personal circumstances and partner preferences have changed to such an extent that they significantly and adversely affect our ability to provide the agreed services to you. This would include, but not limited to, a criminal charge or relocation to another country.

Relationship Success:

To avoid any doubt, you will not be entitled to a refund of your membership fee or the event that you enter into a lasting relationship before the expiry of your membership with Achkt Louys. Upon entering into a relationship, you have the opportunity to put your membership on a temporary hold in accordance with the terms.

Refund Payment:

If entitled to a refund, Achkt Louys will reimburse you no later than 14 days after receipt of your decision to cancel the agreement. The refund will be made via PayPal or Venmo.

**Membership Hold:**

Under specific circumstances, the client has the right to temporarily put their agreement on hold (without refund). It is at the agency's sole discretion to place your membership on hold for a maximum of 12 months from the date of notification under the following circumstances:

- You have experienced the onset or exacerbation of a serious medical condition
- You have suffered a serious injury.
- You have experienced the death of a loved one living in the same home as you.

Under the circumstances that you enter into a relationship prior to the expiration of your membership agreement, you may place your membership on hold based on the specific terms as detailed in your agreement. Hold periods are for a minimum of one month and a maximum of twelve months in duration. It is your responsibility to inform us should you wish to reactivate your membership services.

If there is a situation that Achkt Louys needs to investigate some aspect of your membership, i.e. a complaint from another client, your service may also need to temporarily be suspended. If you are charged with a criminal offense, your membership will be suspended, awaiting outcome of any potential prosecution.

Complaints:

If you have any questions or complaints about Achkt Louys and its services, please contact the agency directly via email: achktlouysmatchmaking@gmail.com.

Any dispute, controversy, or claim arising out of or relating to this agreement or the services provided by the matchmaking company shall be resolved through binding arbitration. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The parties agree to waive their right to a trial by jury and to participate in arbitration proceedings in good faith. The decision of the arbitrator shall be final and binding on both parties. Each party shall bear their own costs associated with the arbitration, unless otherwise determined by the arbitrator. This arbitration clause shall survive the termination or expiration of this agreement.



This agreement and any disputes arising out of or related to it shall be governed by and construed in accordance with the laws of the state Massachusetts. Any legal action or proceeding relating to this agreement shall be brought exclusively in the state or federal courts located in Massachusetts, and the parties hereby consent to the jurisdiction of such courts. The parties agree to waive any objection to the venue of such courts and to any claim that such courts are an inconvenient forum. This governing law clause shall apply to all aspects of the agreement, including its interpretation, validity, and performance.

In the event that any provision of this contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions of the contract shall remain in full force and effect. The parties agree that the invalidity, illegality, or unenforceability of any provision shall not affect the validity or enforceability of any other provision of the contract. This severability clause shall apply to the entire contract and any amendments or modifications thereto.

This entire agreement clause ensures that all terms and conditions of the matchmaking contract are contained within this document and that any prior agreements or understandings are null and void.

Payment Terms

The price payable for services provided by Achkt Louys will be outlined in your Membership Agreement. Services will commence upon receipt of payment. We accept no liability for services which are delayed as a result of your payment not being received or being only partially received.

All invoices are payable in full upon receipt. If Achkt Louys does not obtain full payment for the services from the client, Achkt Louys reserves the right to refuse the delivery of services and/or suspend services until payment is made. This does not affect any other rights of Achkt Louys.

DISCLAIMER:

There are no guarantees in the time frame of when we will have a match for you. We encourage everyone to connect and meet with every single match we present to you, mainly because it is for your benefit.



Your success and results achieved either through the matchmaking and/or coaching process depend primarily on your own effort, motivation, commitment and follow-through as well as specific interpersonal connections between yourself and those introduced to you. Achkt Louys cannot predict and does not guarantee any specific outcome or result which you can expect from using the Coaching and/or Matchmaking services of Achkt Louys.

While Achkt Louys will guarantee the delivery of a specific number of introductions as outlined in your membership agreement, there is no guarantee that one of these introductions will result in a long-term committed relationship or marriage.

By signing below, I acknowledge that I have read and understood the terms and conditions of Achkt Louys' matchmaking services.

Name

Date