

Terms of Use

(Terms of Use revised on 09/02/2022)

Preamble

These Terms of Use are entered into between Match ("we", "us") and you.

We, as well as other business entities controlled by, controlling, or under common control with us (our "Group") offer a number of dating, matchmaking and social discovery platforms. We provide our products and services, some of which are free, some of which are paid for, via desktop, web mobile and apps (the "Services").

Unless reserved to a certain category of users as may be specifically required upon registration (for example, when available, our services catered for users over 50 years only), our Services are open to every adult above 18 years, provided that they respect the criteria of eligibility statement below. If you are under 18, you are not authorized to access the Services and must immediately stop using them.

1. Acceptance of Terms of Use

By creating an account on our Services, you agree to be bound by our (i) [Terms of Use](#), (ii) [Safety Tips](#), and (iii) [Community Guidelines](#), and that you have read and acknowledge our (iv) [Privacy Policy](#) and (v) [Cookie Policy](#), together with any additional or special terms we may notify you of at the time when you use or buy certain Services, all of which are incorporated in these Terms of Use. If you do not agree to be bound by our Terms of Use, you must stop using our Services.

2. Services Eligibility

You can only use our Services under the following conditions. You represent and warrant at all times that:

- You are over 18 and can enter into a legally binding contract with us.
- You meet the conditions for registration stated on the Services.
- You will comply with these Terms of Use, including our [Safety Tips](#), [Community Guidelines](#) and all applicable laws and regulations.
- You will provide correct, accurate and true information that is not misleading. In particular, you must be truthful and honest when completing your profile and in your interactions with other users and with us.
- You acknowledge and agree that the Services' purpose is to enable single individuals to connect on a personal, non-commercial and non-financial basis, with the primary goal of forming committed relationships as a couple. You must abide by and be respectful of the Services' purpose at all times.
- You are not currently registered on a Sex Offender Register.
- You have never been convicted of an unlawful act involving fraud, a sexual offence, violence (including domestic violence), harassment, terrorism or a hate crime.

We reserve the right to decline, suspend or terminate your access or membership at any time if you do not meet any of these conditions.

3. Registration

Registration to our Services is free. You must not create more than one account.

You must provide the mandatory information required in order to complete your profile on the Services, and keep such information up to date. You acknowledge and agree that some of this information will be published on the Services.

Furthermore, your profile may be visible on some of our other services in certain circumstances, and thus available for users of other services to view. For more information on your profile visibility and associated settings, please go to the [Help page](#).

Information provided by users on the Services, during registration and at any time thereafter, must be accurate and true. The consequences that disclosing this information may have on a user's life or the lives

of other users are the exclusive responsibility of the user concerned. When you disclose and disseminate information, data, text, content, videos and images about you, you waive your right to make any claim against us, in particular on the basis of the possible infringement of your image or personality rights, honour, reputation or right to private life that may result from the distribution or dissemination of such information.

For more details on the information we collect from you and how we use it, please consult our [Privacy Policy](#).

You are responsible for maintaining the confidentiality of the login credentials you use to sign up for our Services, and you are solely responsible for all activities that occur under those credentials. If you think someone has gained access to your account, please contact us immediately at the address mentioned in the 'Requests and Claims' section below.

4. Rules of Conduct

The quality of interactions expected by both us and other users of the Services implies observing a certain level of ethical conduct in your expression and behaviour, respecting users and our Customer Care representatives as well as the laws and regulations in force. To meet this standard for quality, individual responsibility and ethics, we allow any user to report any content (photography, text, video, etc.), behaviour or comments made by a user that appears to be in violation of our Terms of Use, Safety Tips, Community Guidelines, third-party rights and the laws and regulations in force. As a result, by using the Services, you acknowledge and accept that the data you provide, as well as your behaviour or comments may be subject to acts of moderation and/or control by us in accordance with our moderation policies.

As a user, you must abide by the following rules of conduct at all times and agree that you will not:

- violate our [Community Guidelines](#), as updated from time to time;
- post any of your personal contact details or disseminate another person's personal information (e-mail address, postal address, telephone number, etc.) in any manner whatsoever (in a Profile description, in a photo, etc.);
- post any content that violates or infringes anyone's rights, including rights of publicity, private life, copyright, trademark or other intellectual property or contract right;
- impersonate any person or entity;
- solicit passwords for any purpose or solicit personal identifying information for commercial or unlawful purposes from other users;
- spam, solicit money from or defraud any user;
- mass send messages;
- post any content that is hate speech, threatening, sexually explicit or pornographic; incites violence; or contains nudity or graphic or gratuitous violence;
- post any content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- insult, bully, "stalk," intimidate, assault, harass, mistreat or defame any person;
- use the Services for any harmful or nefarious purpose;
- use the Services in order to damage us or our Group;
- use the Services for any purpose that is illegal or prohibited by these Terms of Use;
- use the Services in order to promote or to facilitate personal relationships of a transactional nature and/or services of a sexual nature and/or non-consensual sexual acts;
- use any robot, bot, spider, crawler, scraper, site search/retrieval application, proxy or other manual or other automatic device, method, process to access, retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Services or its contents;
- use another user's account, share an account with another user, or maintain more than one account;
- create another account if we or our Group have already terminated your account, unless you have our permission.

Your breach of any of these rules of conduct constitutes a serious material breach of your contractual obligations under these Terms of Use.

We reserve the right to suspend or terminate your account without notice and without any refund if you have violated these obligations, misused the Services or behaved in a way that we regard as inappropriate or unlawful, including by reference to any action or communication that occurred on or off the Services. To make the Group's services safer, banned users' information may be shared within the Group to allow us and any of the Group's platforms to take the necessary actions against unsafe users, including terminating their account and/or preventing them from creating an account.

This account closure will take effect without prejudice to any damages and interest which may be claimed by us from you as restitution for the losses incurred by us as a result of any breach of these Terms of Use.

5. Services

5.1 Free features

Your registration to the Services allows instant access to free features. These features are not the same depending on the type of Services you have registered for and may change over time.

Free features and functionalities notably include the creation of your account profile, certain search functionalities, browsing other user's profiles and access to some events and activities. Communicating with other users generally requires a subscription.

5.2 Paid-for services

We operate a global business and provide Services to a diverse community of users. Our pricing structure may vary by country, length of subscription, distribution channel, special offers and promotions. We regularly test new features to provide users with increased functionality and free or paid-for options should they choose to use them. We may also from time-to-time change or stop offering certain types of Purchases.

Recurring subscriptions and/or one-off purchases ("Purchases") allow access to additional features and functionalities. The details of such paid-for services ("Paid Service(s)") are available for you to consult on our Services, prior to concluding a Purchase.

5.3 Events and Activities.

When events or activities are offered, specific terms and conditions are applicable and available from the pages describing the events or activities.

5.4 Badges, distinctions and the like

We may from time to time offer profile badges, distinctions or similar items for users to obtain depending as to whether they fulfil the qualifying criteria to gain that item.

We make no representations or warranties regarding the holder of a badge, distinction or similar item, as they are generally earned based on that user's self-declaration, which we cannot verify.

- **Procedure and conditions for Purchases**

6.1 General

Depending on your locality and the way you access the Services (for example via a desktop, a web mobile version, or an app on iOS or Android systems), Purchases may be available via direct billing (for example via a payment card, Paypal, etc.), mobile carriers, in-app payment systems (such as App Store). If you choose to make a Purchase, you will be prompted to confirm your Purchase with the applicable payment provider and your method of payment such as a payment card or your third party account such as App Store's Apple Pay (your "Payment Method") will be charged at the prices displayed to you for the Purchase(s) you have selected and you authorise us and/or Apple or other third party account (as applicable) to charge you.

Your Purchase is confirmed at the point when your financial transaction is authorised and confirmed with your bank or third-party account (such as mobile carriers or Apple's App Store).

6.2 Subscription Auto-Renewal; Automatic Card Payment

If you purchase an auto-recurring periodic subscription (a "Subscription"), your Payment Method will continue to be billed for the Subscription until the end of the current Subscription term. After your initial Subscription commitment period, and again after any subsequent Subscription period, your Subscription will automatically continue for an additional equivalent period, unless specifically provided otherwise at the time of the Purchase. By purchasing a Subscription, you are contractually committed to continue making any recurrent payments for the entire Subscription period and any ongoing renewal period, until you have terminated the auto-renewal of a Subscription.

Please note that some Subscriptions are the subject of special offers whereby the price is reduced for a specific period of time before renewing at the standard (non-reduced) price.

Your Payment Method information will be stored and subsequently used for the automatic renewal payments of your Subscription. You may update your Payment Method at any time. We may also update your Payment Method on the database provided by the relevant payment service provider. By accepting our Terms of Use, following such update you authorise us to continue taking payments due for each Purchase (whether a payment instalment or a renewal) using the updated Payment Method.

Objections to a payment already made should be directed to our Customer Care team at the address mentioned in the 'Requests and Claims' section below if you were billed directly by us. You may unconditionally withdraw your consent to automatic card payments at any time but be advised that you are still obligated to pay any outstanding amounts you owe us until the end of the then Subscription period, provided you have also cancelled the auto-renewal of your Subscription.

6.3 Right to cancel straight after Purchase

Subscriptions start upon Purchase confirmation. Pursuant to applicable law, you have 14 days starting from the day following a Purchase to exercise your right to cancel it (without giving any reason), by filling out the cancellation form available [here](#) or by writing to the email address listed in the 'Requests and Claims' section below. The refund will be made within 14 days from the date we were informed of your decision to cancel and will be processed on the same Payment Method you used for the original Purchase.

If you connect to your account and use the Services before the end of the cancellation period, this first log in following the Purchase of a Subscription constitutes an express request by you to have immediate access to the Services, for which you will be charged.

You can find additional information on the [Help page](#) about the scope and application of your right to cancel.

Purchase via Apple's App Store

If you purchased a Paid Service via the App Store that you wish to cancel within 14 days after Purchase, cancellations and refunds are handled by Apple under their own terms and conditions which we do not control. To request a refund, you must log in to your Apple ID and follow Apple's cancellation and refund instructions.

6.4 Additional third-party services

The Services may contain advertisements and promotions offered over any third-party platforms and external resources such as third-party websites or mobile applications, social networks, etc. ("Third-Party Platforms"). We are not responsible for the availability (or lack of availability) of such Third-Party Platforms. If you choose to interact with Third-Party Platforms made available through our Services, their terms will govern their relationship with you. We are not responsible or liable for Third-Party Platform's terms or actions.

- **Your termination of Subscription – Profile suspension – Account closure**
- **Subscription termination (auto-renewal cancellation)**

The automatic renewal of a Subscription can be stopped from 24 hours after Purchase and until at least 48 hours before the Subscription is due to renew. We will retain all funds charged to your Payment Method until the end of the then-current Subscription term.

Deleting our application from your device does not terminate your Subscription. If you want to terminate the auto-renewal, you will need to log on to your account and follow the instructions.

Once you have turned off the auto-renewal, you will then be entitled to continue using your Subscription until the expiry of its current term. Any remaining payment instalments of the Subscription's total price will remain due and payable until expiry of the current term. You will then no longer have access to the Subscription from the date the current Subscription term expires, but you will still have access to the free features.

7.2 Non-renewal of Subscriptions purchased via the Apple Store

If you made a Purchase via Apple, auto-renewals and terminations are handled by Apple under their own terms and conditions which we do not control. To request the termination of a Paid Service, you must log in to your Apple ID and follow Apple's instructions.

7.3 Profile suspension

If you no longer wish to receive messages or have your profile shown to other users, you can at any time request the suspension of your profile via your account on the Services. This suspension is temporary, it does not interrupt any Subscription you may have (including renewals) and does not extend the duration of such Subscription. You may reactivate your profile at any time.

7.4 Termination of account and profile closure

You may at any time close your account on the Services by following the instructions available in your account section. If you encounter any difficulties, you may contact our Customer Care team who can do this for you. You will no longer be able to use your account, including any Purchase, from the next business day following a closure request. However, all Subscription instalments will remain due and payable for the remaining period of their current term.

Upon closing your account, you will receive a confirmation email.

- **Intellectual Property**

8.1 Content we disseminate on the Services

All Services' names, trademarks, logos, graphics, photographs, animations, videos, texts and generally all content displayed on the Services are our exclusive property or licensed or controlled by us, and may not be reproduced, used or communicated without our express authorisation, subject to legal action.

The rights of use granted to you are limited to your private and personal use as part of, and for so long as, you have an account with us. Any other use by you is prohibited. Likewise, you may not copy, reproduce, or otherwise make use of the content produced by other users, other than strictly for personal and private purposes.

You are prohibited, among other actions, from copying, reproducing, downloading, broadcasting, transmitting, modifying, commercially exploiting and/or distributing any of the Services content, pages, or computer codes, in any way whatsoever, subject to legal action.

8.2 Content disseminated by users

By having an account and using the Services, and for so long as you have an account with us, you grant us a worldwide licence to use the intellectual property rights arising from the content provided by you (information, images, descriptions, search criteria, recordings, etc.) in connection with your use of the Services, including without limitation your profile and interactions with other users. This licence specifically includes the right for us to reproduce, represent, broadcast, modify, adapt (in order to comply with the graphic charter of the Services and/or to make it compatible with its technical functionalities or the formats supported by the relevant media), translate, digitise, use for the purposes of the Services and/or sub-license the content provided by you on all or parts of the Services, in our emails and notifications to other users or any other communications related to the Services, subject to applicable law.

- **Warranties, Liability and Indemnity**

9.1 Our obligations in relation to your use of the Services

We expressly exclude all liability in connection with events of any nature, which could take place between you and other users during online interactions or during 'real life', in person interactions.

We do not verify the actual identity of users when they register on the Services. Further, we do not control nor moderate exhaustively any of the content which users may publish or upload on the Services under their sole responsibility. However, users' photographs and profile descriptions are moderated prior to dissemination on the Services.

We are not liable for the accuracy or inaccuracy of the information and content provided by you or other users, nor for the consequences arising from your or their use of this information and content. Similarly, we are not liable for any content disseminated by you or another user that may potentially infringe your rights or the rights of one or more of the other users or any other third party.

9.2 Operation of the Services

Our Services are provided to you 'as is'. We do not warrant that you will be able to use them if your hardware or device does not function properly, if your internet service provider fails to provide an adequate level of service, or if your hardware or device does not have a fully functioning internet connection.

The operation of the Services may be interrupted temporarily due to maintenance, updates, security measures or technical improvements, or to update the content and/or the way it is presented. If possible, we will notify you before any scheduled maintenance or updates which may impact your use of the

Services. Some functionalities may also be disabled permanently if required for security or other pressing reasons.

9.3 Third-Party Platforms

We do not exercise any control over Third-Party Platforms to which you may be redirected to from our Services from time to time. We exclude all liability for the content of Third-Party Platforms nor any advertisements, products, features, services or any other elements available on or arising from your use of such Third-Party Platforms. The use of Third-Party Platforms is governed by their own terms and conditions.

- **Safety**

By using the Services, you agree to take reasonable precautions when you interact with other users, particularly if you decide to communicate off the Services or meet in person. In addition, you agree to review our [Safety Tips](#) before you start using the Services and to follow them at all times when using our Services and interacting with other users. If you post and/or disclose to other users any confidential or sensitive information, such as personal information (surname, postal address, email, telephone number...) or financial information (e.g., credit card or bank account information), then you do so entirely at your own risk.

- **General liability**

Subject to applicable law, we are only responsible for direct damage caused by us if we fail to provide the Services in compliance with these Terms of Use and applicable laws and regulations. We may not be held liable for any damages incurred by a user in the event those are caused solely by the latter or if we are not in breach of these Terms of Use and/or our statutory obligations. We do not exclude or limit in any way our liability to users where it would be unlawful to do so.

We are not liable for business losses. We only supply the Services for domestic and private use, and commercial use of our Services is strictly prohibited as set forth above. You are fully liable to us if you use the Services for any commercial or business purpose in breach of these Terms of Use.

In the event we or the Group are held liable on the basis of your breach of any of your legal or contractual obligations under these Terms of Use, you will indemnify and hold us and/or the Group harmless against any damages, expenses or orders issued against it resulting from or arising in connection with such breach.

12. Personal Data

Your personal data is processed in accordance with our [Privacy Policy](#).

13. Changes to the Terms of Use and the Services

We may update and modify at any time the content and/or features of any of the Services, and these Terms of Use. This means we may add new product features or enhancements from time to time as well as remove or change some features.

You should regularly check for the most recent version of the Terms of Use. If the changes include material changes to your rights or obligations, we will endeavour to notify you in advance of the changes to our Terms of Use by reasonable means. However, if such changes materially impact a product or service that you have paid for on the Services, we will endeavour to continue to deliver that service to you on the same (prior) Terms of Use until the end of the current term of the Purchase. If you then continue to use that Purchase in any subsequent renewal period or make a new Purchase, then the revised Terms of Use will apply from that point onwards and you will be deemed to have agreed to the revised Terms of Use.

14. Notifications and Services messages

By using the Services, you consent to us providing you with important notices about your account or the Services. These notices can be shared directly on the Services, via app notifications or through other

means associated with your account, like email. Please review your Settings to control the kind of messages you receive from us. You acknowledge and agree that we will have no liability associated with or arising from your failure to maintain accurate contact or other information, including, but not limited to, your failure to receive critical information and notifications.

15. Enforceability

If one or more provisions in the Terms of Use are held to be unenforceable under applicable laws or regulations or as a result of a final decision by a competent court or authority, the other provisions will remain in full force and effect, to the extent permitted by law, regulation or applicable court decisions.

16. Assignment

All of our rights and obligations under these Terms of Use are freely assignable by us in connection with a merger, acquisition, business sale or transfer of assets, or by operation of law or otherwise; provided however that we will endeavour to ensure your rights and obligations remain unaffected by such operation.

17. Requests and Claims

For every request or claim regarding your use of the Services, you may consult our [Help page](#). If you need further help, you may contact our Customer Care team by email:

- For Match: customercare@help.match.co.uk
- For Affiny: customercare@help.affiny.co.uk
- For Ourtime: customercare@help.ourtime.co.uk

18. Applicable law – Disputes

These Terms of Use are governed, interpreted and applied in accordance with the laws of England, subject to mandatory consumer laws in force in your country of residence.

In accordance with the rules applicable to mediation, prior to any request for mediation, you must first raise any dispute with us in writing in order to attempt an amicable resolution.

In the event that an amicable solution cannot be reached regarding a dispute relating to the Terms of Use, the competent authorities will be the courts of your country of residence located in one of the member States of the European Economic Area, the United Kingdom or Switzerland.

19. About us

The Services provided by Match to Members and Subscribers pursuant to these Terms of Use are offered by Match.com International Limited, a private limited company incorporated in England and Wales with registered company number 04791534 (VAT number 815337437) whose registered address is at C/O Skadden 40 Bank Street, Canary Wharf, London, E14 5DS. The Websites are hosted on the Group's servers.