



# MatchesUp

## TERMS & CONDITIONS

Last updated [May 22nd, 2021]

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### INTRODUCTION

The following terms and conditions set out the relationship between MatchesUp ("us", "our", "we") and site users ("you") who have signed up to use the service, either as a FF (Faithful Friend), references, or as a GSC (Good Single Christian), by creating a profile, contributing to one, or consenting to one.

1. If you are under the age of 21 years old, you are not allowed to use the service. Sorry.
2. You can only use the Service for your personal use – commercial use is not permitted.
3. You acknowledge that we offer our service in different countries and, as such, you acknowledge that the information included in your profile will be visible to site users in all of these countries. You will also be able to search for a match in any of these countries, not just your own country.
4. You also understand that we will use your personal information in accordance with our Privacy Policy (please refer to the privacy policy itself for more details).

By registering to or using the MatchesUp Service, you agree to be bound by (i) these General Terms and Conditions of Use. If you do not agree to be bound by all the Subscription Terms, you will not be able to register for, or use, the Service.

#### 1. Object and Expectations of Your Subscription

1. Once you have been granted access to the site, you will be able to view profiles of the opposite gender on an online database, and 'say hi' to them. Once you 'say hi' to them, they will receive your real name and contact information. It is up to the recipient of the contact information to choose to respond or not. This is where MatchesUp services takes a back seat. We focus on helping you connect, from there, apart from providing optional informative relationship advice articles on the site, we leave it in your hands and wish you well.
2. Each GSC profile contains information submitted by the Good Single Christian (GSC) and by their Faithful Friend (FF), and possibly by up to two more friends as references.

1. Of course, we cannot guarantee that the profile information submitted by others will be a truthful representation of the individual. Submissions are accepted on a trust basis. We promote honesty and authenticity in our values (see the 'A Word from Us' section). The GSC maintains the rights to edit all information posted about them.
3. The profile information submitted, may differ from one participant to another, depending on which questions they choose to answer and which personal information they make available. Links to pictures and social media content are optional.
4. Of course, as much as we hope this Service will be useful in building long term relationships, we cannot guarantee that your use of the Service will result in matrimony or any other meaningful commitment. Our Service exists to help you connect to other participants. How you choose to pursue or not pursue those participants is out of our hands, and we take no responsibility for how it turns out. Although we may provide articles to advise and encourage on dating issues, we are not legally bound to this advice. We are not a counselling service, and do not provide individualized help for those who are struggling.

## **2. Access and Use of the Service and Conclusion of your Subscription**

1. To access and use the MatchesUp Service a FF will create a profile for their GSC. They will provide the GSC's real name and contact information (which will be confidential to other viewers unless 1) the GSC decides to 'say hi' to a potential match and therefore share their name and contact info, or 2) if another user 'say hi' to them, that user will be able to see their real name only). The Faithful friend will also answer questions about their GSC as best as they can to create a profile. They will also choose an alias for their GSC to protect their identity (which the GSC can edit later).
2. The FF will have the option to invite up to two other friends to give a commendation to the GSC by answering two questions to contribute to the GSC's profile.
3. The GSC will then receive an email informing them that their FF has created a profile. The GSC will have the opportunity to both edit and give consent for all of the information submitted about them (including their alias) to form a profile to be added to the MatchesUp database. They will also be prompted to answer one question about what is most important to them in their match.
4. The GSC will be asked to select their preferred method of contact (email, whatsapp, signal, facebook messenger etc.). When they 'say hi' to a profile the recipient will receive their name and preferred method of contact and contact details so they can reciprocate and connect. The GSC can also choose their frequency of notification of those that said 'hi' to them.
5. The FF will be able to view but not edit the GSC's profile after their initial profile creation. The FF will be also able to view profiles of the opposite gender for discussion purposes with their GSC.
6. The GSC will be able to select (or 'say hi') up to five profiles of the opposite gender per month (in order to encourage thoughtful choices). Once the GSC said 'hi' a profile they will be able to see the real name of the profile holder in their "people I said hi to" list on the HELLO page. They have the option to retrieve their 'hi' as well. At the end of the day, when the "hi" is sent to the user of the opposite gender, that user will receive an email notification to check their HELLO page. The HELLO page will display the profile, real name and contact info of the user that said 'hi' them. The recipient will then have the option to reach out to that

GSC by sending a personal message or click 'remove' to indicate disinterest. At this point, all communication is done outside of the MatchesUp database and Service and we take no responsibility for what is said or done by either party.

7. If at any time, a GSC becomes concerned about the profile of a user of the opposite gender they can click 'report' beside the profile on the HELLO page, and the MatchesUp screening team will investigate and potentially remove the user from the site.
8. The GSC's profile will remain active as long as they leave it on the site. They will have the option to 'hide' their profile. This feature may be helpful if they've started a relationship and want to wait to see how it turns out before receiving more 'hi' from other users, or if personal life circumstances cause them to take a break from the Service. GSC's can hide or un-hide their profile at any time on their Profile page.
9. GSC's can also delete their profile at any time on their profile page which will remove the GSC's account from the MatchesUp site. If the GSC wants to create a profile at a later time, a FF will need to create a new profile for them. If the GSC is also acting as a Faithful Friend for another user, their FF account will be unaffected by deleting their GSC profile. Their original FF's account will also remain unaffected by their GSC's account termination, so that the FF can activate other GSCF accounts if they desire.

### **3. Associated Costs**

1. There is no charge for using the MatchesUp database at this time, though we reserve the right to change this in the future. However we do encourage all users to consider giving a love offering in order to cover our online administration expenses. This Service has been created as a love-gift to all the good-single-christians in the world, and to their faithful friends who desire to see them matched up. We appreciate your support.
  1. You can contribute your love offering online by clicking on the donation link on the home page, or your sign up page. You will be encouraged to select your current country and scan a QR code so you can contribute in your own currency.
  2. No receipts will be given, and no confirmation of payment is necessary, as this is a community-based platform of volunteers operating on a trust basis. Funds received will be used to cover admin costs related to maintaining this or other-like services. Thank you for doing your part.

### **4. Use Transfer and Transmission of Data and Reporting Issues**

1. You can find further information about how we use your personal information and what our obligations are in relation to data protection in our privacy policy.
2. MatchesUp desires to protect you from harassment such as hacker attacks, spam or romance scamming. We filter each application individually before making it public. However, it is your responsibility to use common sense, spiritual discernment, and make wise choices when choosing to contact or meet up with your proposed match. Let trust build overtime, don't give it away all at once. GSC's should also report problematic content or behaviour through the "report" function on the HELLO page to indicate anything suspicious. If MatchesUp's screening team contacts you in the event of concerning activities, GSC's and

FF's are obliged to cooperate with and respond immediately to any request made in order to avoid account termination.

3. If a report is submitted concerning a GSC's profile or behavior, the GSC and/or the FF may be contacted for further information, which they are obliged to give if they desire to maintain their MatchesUp accounts. All FF's agree upon account creation to take responsibility to follow up with the GSC if concerning issues arise.

## 5. **Termination/Extension**

1. You can terminate your MatchesUp account at any time with immediate effect. To do this, go to your Profile page and click "REMOVE ME PERMANENTLY". Otherwise, we will continue to provide you with the Service unless:
  1. we end your subscription in accordance with these General Terms and Conditions of Use; or
  2. we have received concerning character-based information and the MatchesUp screening team decides you are unsuitable for the Service; or
  3. you are an inactive user, meaning you don't login to the site for 8 months - at this point we will automatically hide your profile until you login to un-hide it. This keeps only active users available to receive 'say hi'. After 12 months of no login the GSC will receive a final email invitation to login, before account termination.
  4. MatchesUp reserves the right to suspend or terminate any profile at any time for any reason.

## 6. **Liability of MatchesUp**

1. FF's and GSC's are responsible for the accuracy of the information provided during your registration. To the fullest extent permitted by law, MatchesUp will not be liable for the accuracy of your information or the results of your matchmaking experiences. If you need to update your profile or registration information, you can generally do this at any time through your profile page.
2. MatchesUp is only responsible for the technical provision of the Service to generally enable you to make contacts with other users. We cannot, however, guarantee that you will be able to successfully secure a partner as a result of using the Service.
3. While we expect our users to use the Service in a kind and respectful way (and in accordance with these General Terms and Conditions of Use), MatchesUp is not responsible for any misuse of personal information made available through the Service by its users, or for any other use of the Service by its users which is contrary to these General Terms and Conditions of Use, or any use that is otherwise unauthorised or unlawful. MatchesUp is also not responsible for any misuse of data or information by third parties (i.e. faithful friends, references, users, or non-users) where you have provided the third party with such information.
4. While MatchesUp works hard to provide a high quality Service, we do not guarantee that the Service will perform perfectly at all times and cannot ensure that the Service will always be uninterrupted, secure or error-free. In particular, MatchesUp is not liable for disruptions that affect the accessibility of the Service. Furthermore, although MatchesUp will put appropriate technical and

organisational security measures in place to protect your personal information, to the fullest extent permitted by law, MatchesUp will not be liable for any unauthorized access by third parties to your personal data (e.g. due to hackers gaining unauthorised access to our database).

5. Except as expressly provided in these General Terms and Conditions of Use, we exclude all representations, warranties, conditions and terms (whether express or implied by statute, common law or otherwise) to the fullest extent permitted by law. We accept no liability for any losses or damages which are not reasonably foreseeable arising out of or in connection with these General Terms and Conditions of Use or your use of our Service.
6. As described below, these exclusions shall be governed by and construed in accordance with English law, subject to other mandatory laws, which cannot be excluded in your country of residence. If any provision of these disclaimers and exclusions shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.
7. Nothing in these General Terms and Conditions of Use shall exclude or limit our liability for personal injury or death caused by our negligence, or fraud. In addition, these General Terms and Conditions of Use shall not limit or exclude any other liability that we are not permitted to limit or exclude under applicable law.

## **7. Responsibility and Duties of the Users**

1. As mentioned above, you are responsible for the accuracy of the content that you provide at registration and for all the information you provide about yourself or your GSC. By providing us with this information, you agree and confirm that it is truthful and accurate. Intentional and / or fraudulent misrepresentation of your identity, including use of another or fictitious identity, can also subject you to potential legal liability.
2. By using the Service, you agree that you will only use the MatchesUp Service for private and personal reasons and that you do not use or intend to use the Service for commercial reasons. You also agree that you will not use any information about third parties (including other users) that you receive through the Service for commercial or advertising purposes.
  1. In particular, no users are allowed to use technological methods or processes to automatically download or otherwise access information about other users in order to use this information outside of the MatchesUp Service (e.g. by a computer program or by copying and pasting the content). You also agree that the use of computer programs for the purpose of automatically reading files of user data (such as crawlers), is prohibited.
3. If you materially breach these Terms and Conditions of Use, or otherwise breach the law in relation to your use of our Service, MatchesUp may be entitled to claim damages in accordance with the general rules of English law.
4. You will treat e-mails and other messages received via or in relation to the Service with respect for the sender. Names and personal information of users should be treated with confidentiality.
5. It is important that our database remains accurate and up-to-date (i.e. so our users are only considering actively available matches). Please let us know ASAP if you no longer wish to use our Service. Your negligence in this will have a

detrimental effect on the quality of our Service as provided to other users, so we appreciate your diligence.

6. You agree that you will actively participate in the Service, so not to keep potential matches waiting endlessly. GSC's agree to retrieve any messages they receive from matches that said 'hi' to them, and respond either by sending an electronic message (email or text etc.) or by clicking 'remove' on the HELLO page to communicate disinterest. If after receiving a 'hi', you click 'remove', it will remove the user from the 'People who said hi to me' list, and it will remove your name from their 'people-I-said-hi-to' list. They will also be removed from your (and their list) if you click 'report' (because you desire to report suspicious or concerning activity). If you click 'contacted' their name will move to the bottom of your list only and be greyed out to indicate action has been taken on this profile.
7. By registering for a MatchesUp account, you agree to conduct yourself in a manner worthy of Christ to the best of your ability. In particular, you will not use the Service:
  1. to distribute any immoral, obscene, pornographic or radical political content or photos; to distribute any defamatory, offensive or otherwise illegal content or information; to threaten or harass other users, or to infringe any third party rights (including personal rights); to upload any data which contains a virus (such as infected software); or to upload data which contains a software or other content which is protected by copyright, unless you own the rights in that content or have otherwise obtained the necessary consents; in such a manner that your use will adversely affect the availability of offers to other users; to intercept any e-mails / messages or to attempt to intercept them; to send any e-mails / messages to users for any purpose other than to communicate; or to use the Service to promote or to offer goods or services to other users; to send any chain letters; to send any messages that serve a commercial purpose.
8. If you do not comply with the conduct requirements as mentioned above or if you fail to materially comply with any other of the Subscription Terms, we may take the following actions: we may ask you to stop your non-compliant activities (or otherwise send you a warning that your activities do not comply with our conduct requirements); we may delete any content which you have submitted via the Service in breach of any of our conduct requirements; we may suspend the provision of the Service to you (in whole or in part) until the issue is resolved (for example, while we investigate your activities); or (if it is clear to us that you are seriously misusing the Service) we may terminate the provision of the Service to you.

## **8. Communication**

1. MatchesUp will send users an email on the 1st day of every month containing the updated database and to make any other informative announcements such as new relationship advice articles, site changes etc. MatchesUp will not communicate much with its users outside of the monthly email, as its purpose is to allow users to communicate with each other. However, from time to time users may receive e-mail (e.g. for updates in privacy policy, or to investigate reports etc).
2. You can contact us by email, but only if you have any questions relating to the Service. As an online platform, our Service is only provided online.

## **9. Rights of Use and Copyright**

1. By using our Service, you understand and agree that MatchesUp is the sole owner of all the rights in and related to the Service, including any rights of reproduction, distribution and processing, all copyrights, as well as the right of the intangible transmission and reproduction of the MatchesUp website and of the content included within it. The use of any program, content, materials, trademarks as well as commercial names contained within the Service is only permitted for the purposes set out in these General Terms and Conditions of Use.
2. By creating an account, you grant MatchesUp the right to use (including to host, store, use, copy, display, reproduce, adapt, edit, publish, modify or distribute) any information you make available on the Service (including any information you include in your profile) for the purposes of providing the Service to you and other users.
3. You understand that we have the right (but not the obligation) at our sole discretion to refuse to post, or to remove, any information that you make available on the Service; and that we have the right to change, condense or delete such content. For example, we may remove any content that violates these General Terms and Conditions of Use or is otherwise objectionable.
4. We respect the intellectual property of others and we expect our users to do the same. If you believe that any content that you see on our Service has been (or is being) used in a way which is an infringement of a third party's rights, please contact us at our email address: [matchesup@gmail.com](mailto:matchesup@gmail.com).

## **10. Governing Law**

1. These General Terms and Conditions of Use shall be governed by, and construed in accordance with English Law.

## **11. Miscellaneous**

1. MatchesUp may use third-party service providers and agents, including entities belonging to our group, to help us provide the Service to you.
2. The language of the Service is English, and as such we request that all profiles be made in English so that users of other nationalities may equally participate in accessing all profiles.
3. You can download the General Terms and Conditions of Use at any time and free of charge as a PDF file.
4. Please note that we reserve the right to change and update these General Terms and Conditions of Use from time to time.
5. Contact us at: [matchesup@gmail.com](mailto:matchesup@gmail.com)