

# eharmony United Kingdom

## Terms and Conditions of Service

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The following General Terms and Conditions of Use ("Terms and Conditions") set out the contractual relationship between eHarmony UK Ltd., 3rd Floor, 1 Ashley Road, Altrincham, Cheshire WA14 2DT United Kingdom ("eharmony", "us", "our", "we") and its customers ("you") when you subscribe to and use the free-of-charge and chargeable eharmony Service (defined below), whether through a mobile device, mobile application (our app) or computer.

Our [Community Guidelines](#) form part of and apply in addition to these Terms and Conditions.

Please note that other provisions may apply to contracts concluded via third-party providers such as Apple or Google.

If you are under the age of 18, you are not allowed to use the Service. Members may only use the Services for personal use – commercial use is not permitted.

By registering to or using the eharmony Service, you agree to be bound by (i) these Terms and Conditions; and (ii) the contractual terms which apply if you purchase additional features, products or services offered to you as part of the Service (such as a Premium Membership) (collectively, the "Subscription Terms").

You acknowledge that we offer our Service in different countries (you can see the list of these countries on our website) and, as such, you acknowledge that the information included in your profile will be visible to our members in all of these countries. You will also be able to search for a partner in any of these countries, not just your own country.

You also understand that we will use your personal information in accordance with our Privacy Policy (see Clause 4 below).

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.

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## 1 Object of your Subscription

- 1.1 Once you have signed up for an account, eharmony will provide you with access to an online database over which you will be able to get know other eharmony registered customers (also known as members) (the “eharmony Service” or “Service”). The eharmony Service can only be accessed via mobile apps on iOS and Android devices (although, in the future, other operating systems may be made available), or via the Internet; and the Service includes some services that are free and some that are chargeable.
- 1.2 The online database provided by eharmony contains "profiles" about eharmony members, which contain content (also referred to as “data”) made available by those members. You can also find more information about the types of personal information that are collected and how this information is made available to other members in our [Privacy Policy](#) (see Clause 4 below). You can see on our website those countries in which eharmony offers its Service; and it is possible for our members to search for and contact other members in any of the countries in which we operate.
- 1.3 Please be aware that while we hope that by using our Service you will successfully meet and form a relationship with another eharmony member, we cannot guarantee that your use of the Service will result in matrimony or any other long-term or meaningful commitment. We are not and do not act as a wedding agency in relation to our Service.

## 2 Access of the Service and Conclusion of your Subscription

- 2.1 To access and use the eharmony Service you will need to register. To do this, you will need to provide an email address and a password of your choice. Once you have registered, you will be automatically allocated a "profile ID" (a pseudonym) and a “service password” by eharmony, which will be emailed to you. We may require you to verify your age or identity in order to register for, access, or continue using the Services. Verification may include providing personal information, photographs or videos (including biometric data), or government-issued identity documents. You agree to cooperate with any verification processes and to ensure that all information and documents you provide are accurate and authentic. If you do not complete required verification steps, or if the information you provide is inaccurate or cannot be verified, we may suspend, restrict, or terminate your access to the Services. How we

process your personal information for verification purposes is described in our Privacy Policy.

- 2.2 Once you have successfully registered, you will be able to access our free-of-charge Service (“Basic Membership”).
- 2.3 At this stage, eharmony will also offer various services or features that are subject to a fee. Before you sign up to purchase such services or features, we will provide you with further information about what you will be purchasing, for example, where applicable: the main characteristics of the services or features, the term of your subscription (including any extension), how to terminate your subscription, the price and any payment conditions. If you want to upgrade your Basic Membership by choosing a membership that is subject to a fee (“Premium Membership”), or access any other services or features subject to a fee, you acknowledge that by pressing the “Buy” button, you will have confirmed that you want to purchase the Premium Membership or other services or features that you have selected. Our contractual relationship for such purchases will be confirmed on the date that eharmony sends you an email confirmation of your order. Please note, however, that concluding a contract with eharmony is subject to the respective payment service provider verifying and processing the purchase.

In addition, in some countries, eharmony offers for purchase virtual goods to extend rights of use, in particular, of a Basic Membership (e.g., Match Unlocks as described in Clause 3).

- 2.4 You can also make purchases via eharmony's Apple iOS app or Google Android app. In this case, eharmony remains responsible for the provision of our Service. eharmony will provide you with an order confirmation regarding your Subscription Terms after any such purchase. However, any purchase and/or subscription is concluded (and must be cancelled or terminated) through Apple / Google, and is subject to the technical standards and principles established by Apple / Google, over which eharmony has no control. As a rule, a purchase via an app store will take place when you click on “Buy now” (or a comparable button) and, when required, you enter your password or equivalent credentials (e.g., touch ID or face ID) for the app store. Your contractual relationship with Apple / Google will be confirmed on the date that Apple / Google sends you an email confirmation of your order; and Apple / Google will invoice you for any Premium Membership charges through your Apple / Google account. You will also find in the app store all the essential information that you need about your contractual relationship with Apple / Google. If you purchase a Premium Membership via the app store that is subject to automatic extension, the Premium Membership will run for a fixed term, which will automatically extend unless you

terminate your subscription with Apple / Google in accordance with Apple's / Google's terms and conditions. Please note that Clauses 5.2, 5.3 and 11 (except 11.4) of these Terms and Conditions will not apply where you have purchased a Premium Membership via Apple / Google.

- 2.5 Please also see Clauses 14 and 15 below for those terms that will apply if you have downloaded our app from Apple or Google. Please also note – if you have downloaded our app from Apple's / Google's app store, Apple's / Google's app store terms of service will prevail over these Terms and Conditions if there are any differences between the two that cannot be reconciled.

### 3 Free-of-Charge and Chargeable Services

- 3.1 It is free to register for the eharmony Service and use our Basic Membership. Once you have registered, you will be asked to answer a scientifically based questionnaire that was developed with reference to specific psychological criteria (the eharmony "compatibility quiz"). eharmony uses the results of the compatibility quiz as well as comprehensive statistical comparative data to personality profile automatically create your individual . Your personality profile is then included in the eharmony database and automatically compared against other members' profiles on the basis of specific statistical comparison data, which enables eharmony to draw conclusions about your compatibility with other members. Using this information, eharmony will send you free partner recommendations in your profile and by email. You will also be able to access an online suggestion list for potential partners in your profile. This information will be provided to you as a condensed profile of the other compatible members, each containing a short description of the member, your compatibility score, along with the first name, city or town provided at registration, and a blurred photo. Please note that, as a Basic member, in general you will only be able to see blurred match photos. However, you may be able to see an unblurred version of your recommended partners' primary profile photos in some instances, at our discretion. By clicking on a condensed match profile, you will be able to view the detailed profile of such match. As a Basic member, you may send an unlimited number of predefined communications to other users, subject to these Terms and Conditions. However, you will only have a limited ability to send and read personalised messages. Please note that we may still limit the number of predefined communications that you can send if required in order to protect our members and to secure our Service as further set out in these Terms and Conditions.

3.2 If you purchase a Premium Membership, you will regularly receive updated matches from eharmony in your profile and via email. These matches will be continuously updated to take into account any new members who have been added to our database since you became a Premium member. As a Premium member, you will be able to view your matches' unblurred photos, first name, and city or town provided at registration (regardless of whether your recommended partners are Basic or Premium members). You will also be able to contact and exchange communications with other members (provided that they agree to communicate with you). Please note that we may still limit the number of communications that you can send if required in order to protect our members and to secure our Service as further set out in these Terms and Conditions. eharmony will also provide access to the detailed personality evaluation of the eharmony compatibility quiz (your personality profile) to each Premium member within their account settings. Basic members may also order this personality profile separately.

In addition, the purchase of virtual goods (e.g., Match Unlocks) is subject to a charge. Virtual goods can be used for individual services or for certain features in one's own profile. For example, Match Unlocks can be used to unlock profile pictures for individual profiles as well as unlimited communication in accordance with these Terms and Conditions. eharmony reserves the right to place limitations and other conditions on the offer of virtual goods, at our discretion. Match Unlocks may not be available in your locale.

Additional terms applicable to Match Unlocks:

- » Your use of Match Unlocks is subject to Clause 7 of these Terms and Conditions.
- » Match Unlocks are linked to and stored in your Basic Membership account. They cannot be transferred to a Premium Membership or to other members, nor can they be traded in, exchanged for money, or used to settle outstanding payments.
- » If you purchase a Premium Membership, any unredeemed Match Unlocks pause until your Premium Membership ends and your account reverts to a Basic Membership.
- » Match Unlocks expire either four (4) years after purchase or two (2) years of inactivity on your account, or if you direct us to delete your data, whichever is earlier.
- » If you and the profile you have chosen to unlock are already able to communicate without limitation, using a Match Unlock will only enable you to view all their posted photos.

- 3.3 Other chargeable services are listed under the “Membership / Prices and Services” section of the website.
- 3.4 We may change the Service: (i) to reflect changes in relevant laws and regulatory requirements; or (ii) to implement minor technical adjustments and improvements, for example to address a security threat (however, these changes will not affect your use of the Service). In addition, although we provide a description of our Service on our website, we may change the main characteristics of our Service from time to time. However, if we do this, we will notify you and you may then contact us to end your subscription before the changes take effect (and, in relation to a Premium Membership, you will receive a refund for the part of the service you have paid for but not received because of the earlier termination of your subscription).

## 4 Use (incl. for advertising purposes), Transfer and Transmission of Data

- 4.1 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](#).
- 4.2 eharmony constantly strives to protect you from harassment such as hacker attacks, spam or romance scamming. To this end, eharmony has developed numerous technical and organisational standards. It is your responsibility to familiarise yourself with eharmony’s [security tips](#) before using the eharmony service and to follow these tips and the user guidelines in Clause 7 below. If eharmony’s “Trust and Safety Team” contacts you in the event of anomalies, you are obliged to cooperate with and respond to immediately if such a request is made. If we recommend actions, you should seriously consider them and not reject them without serious cause. You should also report problematic content or behaviour to eharmony through the function “suspicious profile?”.
- 4.3 eharmony may automatically delete unanswered messages sent by or to profiles that have been identified as spam or romance scamming or have otherwise deleted.



## 5 Termination/Extension

*Please refer to Section 11 if you would like to cancel your Premium Membership within the 14-day cancellation/ "cooling off" period (your right to cancel).*

- 5.1 You can terminate your Basic Membership at any time with immediate effect by navigating to the following section in your profile: "Data & Settings" > "Manage profile" > "Profile Status", and activating the link "here"; confirming the termination by entering your personal password. Otherwise, we will continue to provide you with the Service unless: (i) we end your subscription in accordance with these Terms and Conditions; or (ii) your account is inactive for twenty-four months following your last log-in. If your Basic Membership has active virtual goods (e.g., Match Unlocks), you must communicate any termination to us in writing, e.g., by email to [support@eharmony.co.uk](mailto:support@eharmony.co.uk). Please make sure to provide the email address connected to your account or profile ID, as well as your service password (not login password). If you delete your Basic Membership, any previously purchased virtual goods (e.g., Match Unlocks) will also be deleted, and existing payment obligations will remain in place, subject to applicable cancellation rights (see Clause 11).
- 5.2 To terminate your Premium Membership that you purchased on our website, you will need to notify us by either: (1) logging in to the website and navigating in your profile to: "Data & Settings" > "Manage profile" > "Amend subscription", or (2) writing to us using the contact details provided below in Clause 16. Subject to Clause 5.5 and Clause 11 below, any termination of your subscription will not take effect until the end of the agreed minimum term (and, as such, you will not be entitled to any refund). Thus, in order to make sure that your Premium Membership does not automatically extend, you must tell us that you want to terminate your subscription before the end of your then-current subscription term. See also Clause 5.3 below. Any applicable payment obligations (either from the Premium Membership or with respect to virtual goods) remain in place notwithstanding termination of your Premium Membership.

To authenticate your identity and your termination request, you must include the following information in your termination notification:

- (1.) the email address registered in your profile, or your profile ID, and
- (2.) your service password (not login password).

Your profile ID and service password are assigned to you when you register to our Service (see Clause 2.1). You can access these at any time



in your online profile in the section entitled “My Data & Settings” > “Manage Profile”.

- 5.3 If you sign up for a Premium Membership through our website, your subscription will be automatically extended after your initial subscription ends (and again after any subsequent subscription period), unless you notify us in accordance with this section that you want to terminate your subscription. Any automatic extension of your initial subscription will be for the term and price you agreed to when you subscribed and which were confirmed to you in the order confirmation sent to you at that time. Within the first two weeks of any extension of your subscription, you will have the option to repeat the eharmony compatibility quiz.
- 5.4 If you terminate your Premium Membership, your account will revert to a Basic Membership. If you want to terminate your Basic Membership, please follow the procedure set out in Clause 5.1.
- 5.5 Subject to Clause 3.4, if you want to terminate your Premium Membership because we have told you about an upcoming substantial change to our Service, your subscription will end immediately after we receive your termination notice in writing and we will refund you for any portion of the Premium Membership that we have not provided. If you have purchased your Premium Membership through Apple / Google, any refund will be made in accordance with Apple's / Google's own terms as further described in Clause 2.4.
- 5.6 Clauses 5.2 and 5.3 do not apply to termination of Premium Membership purchased from Apple or Google. Please see Clause 2.4 for further information and refer to Apple's and Google's instructions for more information on how to terminate your subscription. If you do not cancel the automatic extension of your Premium Membership via Apple / Google, you will also have the option to repeat the eharmony compatibility quiz within the first two weeks of any extension of the original subscription period.

## **6 Functionality, Compatibility, Interoperability, Warranties, and Liability**

- 6.1 Please be aware that although we aim to make the eharmony Service available 24 hours a day, seven days a week, we cannot guarantee that the Service will be available 100% of the time. Our Service availability may be reduced due to maintenance and software updates, as well as any periods during which the Service is unavailable due to technical or other problems that are beyond eharmony's control.

- 6.2 Some functions are only available via the website or app. In particular, it is not possible via the website to change your push notifications settings for your mobile device. Nor is it possible via the mobile app, inter alia, to view or edit certain information (e.g., password, profile status, personal data, email notification settings), or to use certain functions (e.g., SMS Verification). Profile deletion is currently only possible via the website and iOS app, and not via the Android app.
- 6.3 In order to be able to use the Service fully, you should use up-to-date (browser) technologies on your mobile device or computer (e.g. enable Java script, cookies, pop-ups). If you use an older operating system or internet service provider, you may have limited use of the Service. When using the app, your mobile device, operating system, or selected settings may restrict some of the app functions (e.g., push messages, distance search).
- 6.4 If we offer product updates, including updates for our Android and iOS apps, we strongly recommend that you install them as soon as possible. It is your responsibility to install such updates within a reasonable time. If you fail to do so, although we have informed you that an update is available and the consequences of not installing it, we will not be liable for any product defects resulting from your failure to install the update.
- 6.5 You are responsible for the accuracy of the information provided during your registration and when completing the eharmony compatibility quiz. To the fullest extent permitted by law, eharmony will not be liable for the accuracy of your results from the eharmony compatibility quiz, the content of your personality evaluation, and/or your recommended matches as a result of your answers. If you need to update your profile or registration information, you can generally do this at any time through your profile. However, there is some information that can only be updated by contacting us using the details in Clause 16. It will also be made clear to you if you need to contact us to update specific information.
- 6.6 eharmony is only responsible for the technical provision of the eharmony Service (as further described in Clause 3). eharmony will generally enable you to make contacts with other members. We cannot, however, guarantee that you will find a partner as a result of using the Service.
- 6.7 While we expect our members to use the Service in a kind and respectful way (and in accordance with these Terms and Conditions), eharmony is not responsible for any misuse of personal information made available through the Service; any other use of the Service by its members which is contrary to these Terms and Conditions; or any use that is otherwise unauthorised or unlawful. eharmony is also not responsible for any misuse of data or information by members, non-members, or any third parties where you have provided the third party with such information.

- 6.8 While eharmony works hard to provide a high-quality service, eharmony does 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, eharmony is not liable for disruptions that affect the accessibility of the Service where such disruptions are caused by actions or events that are outside eharmony's control. Furthermore, although eharmony will put appropriate technical and organisational security measures in place to protect your personal information, to the fullest extent permitted by law, eharmony 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).
- 6.9 Except as expressly provided in these Terms and Conditions, 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 Terms and Conditions or your use of our Service.
- 6.10 As described below in Clause 10, 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.
- 6.11 Nothing in these Terms and Conditions shall exclude or limit our liability for personal injury or death caused by our negligence, or fraud. In addition, these Terms and Conditions 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 Customer

- 7.1 You must pay all charges within the time frames in which they fall due as set out in the Subscription Terms or under the relevant subscription (e.g. in accordance with any terms you agreed to if you made a purchase via Apple or Google as set out in Clause 2.4). If you have chosen to pay your subscription fee in instalments (multi-part payment) and you fail to pay the agreed fees in accordance with the payment plan for more than two successive instalments, then the entire outstanding balance on your subscription becomes immediately due. Additionally, we may not provide you with the Service until such payment is provided, and we may take steps to recover your outstanding fees as permitted by law. You will also

be responsible for (and we will charge you for) any chargeback fees (for example, from our payment service providers) or any other reasonable fees that are imposed on eharmony as a result of your non-payment or late payment of the agreed fees.

- 7.2 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 in your profile or as part of the eharmony compatibility quiz. 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.
- 7.3 By using the Service, you agree that you will only use the eharmony 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 members) that you receive through the Service for commercial or advertising purposes. You are in particular not allowed to use technological methods or processes to automatically download or otherwise access information about other members in order to use this information outside of the eharmony 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 member data (such as crawlers), is prohibited.
- 7.4 If you materially breach these Terms and Conditions, or otherwise breach the law in relation to your use of our Service, eharmony may be entitled to claim damages in accordance with the general rules of English law.
- 7.5 You will treat emails and other messages received via or in relation to the Service confidentially and you will not disclose these messages to third parties without the consent of the sender or serious cause. The same rules also apply to any names, phone and fax numbers, home addresses, email addresses and/or URLs, or other personal information of other eharmony members.
- 7.6 If you no longer wish to hear from us in relation to matches, or if you no longer want to be included as a potential partner in matches we propose to our other members (for example, because you have already found a partner), you must let us know immediately so we can remove you from our recommendations database. It is important that our database remains accurate and up-to-date, so that we can send our members useful matches (i.e. so our members do not receive matches from members who are no longer looking for a potential partner). If you do not let us know when you are no longer interested in finding a partner, this

will have a detrimental effect on the quality of our Service as provided to other members.

- 7.7 You agree that you will retrieve any messages you receive (as well as any information contained in your profile that you would like to keep) at regular and appropriate intervals and, if required, that you will archive this information on your own computer or other data storage system. You understand that eharmony may delete any messages stored in your account after a period of twelve months following the date the message was received, without further notice to you. If you are a Basic member, you understand that all your data relating to your current Basic Membership will be automatically deleted if your profile is inactive for twenty-four months.
- 7.8 Every user is obligated to observe the [Community Guidelines](#) and to not misuse the Service. In particular, you will not use the Service:
- » 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 members, 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 members;
  - » to intercept any emails / messages or to attempt to intercept them;
  - » to send any emails / messages to members or use the video chat feature for any purpose other than to communicate, and in particular you will not use the Service to promote or to offer goods or services to other members except where this is expressly permitted by eharmony;
  - » to send any chain letters;
  - » to send any messages that serve a commercial purpose; and/or
  - » to provide in your personal description and free-of-charge contact requests any names, addresses, phone or fax numbers,

email addresses, etc. if this information is not explicitly requested.

- 7.9 If you do not comply with the conduct requirements explained in this Clause 7, 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. If we decide to terminate your subscription because you have misused the Service, we will refund to you any payment that you have already made to us for any unused portion of the Premium Membership that we have not provided. However, we may still also deduct from this refund or charge you a reasonable amount as compensation for any costs we incur as a result of your non-compliance with these terms. If you have purchased your Premium Membership through Apple / Google, any refund will be made in accordance with Apple's / Google's own terms as further described in Clause 2.4.

## 8 Communication

- 8.1 Communication on the platform must always take place in accordance with these Terms and Conditions, in particular those relating to security when using eharmony (see Clause 4) and the [Community Guidelines](#). In particular, eharmony applies the principle of mutuality. If other members do not reply to a user's communication, further contact is disabled and generally prohibited. This applies regardless of whether limited or unlimited communication functions are activated for your profile.
- 8.2 eharmony is an online service. As such, eharmony will generally communicate with its members using online methods, such as email (e.g. for matches, personality evaluations, subscription confirmations, invoices), or via screen mask in a member's logged-in profile. You can contact us by fax or post, but only if you have any questions relating to your subscription, your payment for a Premium Membership, or in relation to the security/encryption of our email communications. As a digital service, our Service is only provided online. Therefore you can only sign up to, use and subscribe to our Service online.

To make sure that we do not receive unauthorised requests (and to protect your account from abuse), please make sure that you provide the following information in any communications you send to us, so we can authenticate that the message has been sent from you:

- (1.) the email address registered in your profile, or your profile ID, and
- (2.) your service password (not login password).

As mentioned above, your profile ID and service password are assigned to you when you register to our Service. You can access these at any time in your online profile in the section entitled “My Data & Settings” > “Manage Profile”.

## 9 Rights of Use and Copyright

- 9.1 By using our Service, you understand and agree that eharmony 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 eharmony 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 Terms and Conditions.
- 9.2 By creating an account, you grant eharmony 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 members.
- 9.3 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 Terms and Conditions or is otherwise objectionable.
- 9.4 We respect the intellectual property of others and we expect our members 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 using the contact details below (or via any other reasonable means of communication).



## 10 Governing Law

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

## 11 Cancellation Policy, Exclusion of the Right to Cancel

### 11.1 Right to Cancel

You have the right to cancel your contract, without reason, within 14 days from the date on which we sent you an email confirmation of your purchase.

To exercise your right to cancel, you must notify us using any of the contact methods detailed below:

by post:

eHarmony UK Ltd.  
Customer Care 3rd Floor1 Ashley Road  
Altrincham, Cheshire  
WA14 2DT  
United Kingdom

or by email:

[support@eharmony.co.uk](mailto:support@eharmony.co.uk)

or, as applicable, by live chat with Customer Care. *(Please note that live chat may not be available to all users and, due to Customer Care agents' hours, will not be available at all times.)*

You must also provide us with a clear written statement of your decision to cancel your purchase. You may use the model cancellation form available below, however, this is not mandatory. If you prefer not to use this form, please make sure that you provide us with the information listed below under Clause 11.3.

### 11.2 Effects of cancellation

If you cancel your contract within the 14-day cancellation period, we will refund to you all payments that we have received from you without undue delay and in any event no later than 14 days from the day on which we

were informed of your decision to cancel. We will provide this refund using the same means of payment that you used for the initial transaction, unless you have expressly agreed otherwise; and you will not be charged for this refund.

However, please note that if you have started to use the purchased goods or services within the 14-day cancellation period, we will be entitled to retain from the refunded payment a reasonable amount (value compensation) to account for that portion of the goods or services that you have already received.

11.3 Please make sure that you provide us for a clear identification with the following two indications:

- (1.) the email address registered in your profile or your profile ID; and
- (2.) your service password.

11.4 Clauses 11.1 to 11.3 do not apply to cancellation of Premium Membership purchased from Apple via the iOS app or Google via the Android app. Please see Clause 2.4 for further information. Apple / Google may also provide additional mechanisms for you to cancel your subscription. To cancel your Premium Membership purchased from Apple via the iOS app or Google via the Android app, please see their instructions for cancelling available for Apple [here](#) and for Google [here](#).

## 12 Your legal rights

You are entitled for the Service to be as described, fit for purpose and of satisfactory quality. If you purchase a Premium Membership and the content that we provide to you is faulty, you are entitled to a repair or replacement; or, if the fault cannot be fixed, or if it cannot be fixed in a reasonable time and without significant inconvenience, you may be entitled to a full or partial refund. If you can show that the fault has damaged your device and we have not used reasonable care and skill, you may be entitled to a repair or compensation.

## 13 Miscellaneous

13.1 eharmony may use third-party service providers and agents, including entities belonging to our group, to help us provide the Service to you.

13.2 Should any provision of the Subscription Terms be or become invalid, or should they be incomplete, it shall not affect the validity of the remaining content of the Subscription Terms.

13.3 The language of the Subscription Terms is English.

13.4 We will not automatically store a copy of your Subscription Terms with eharmony. As such, you should save a copy on your computer, or otherwise store a copy of your Subscription Terms at the time your contract is concluded. These Terms and Conditions are accessible on our website and our app; and we will provide you with a copy of the then-current Terms and Conditions by email in your confirmation email when you register for a Premium Membership.

13.5 You may not assign or sub-contract any of your rights or obligations under the Subscription Terms to any third party unless we agree in writing.

We may assign, transfer or sub-contract any of our rights or obligations under the Subscription Terms to any third party at our discretion. However, where we have engaged a third party to perform part of the contract with you, we remain liable towards you for the full performance of our agreement and also for the performance by the third party.

eharmony's subsidiaries and group companies are third party beneficiaries of these Terms and Conditions. You, eharmony and our subsidiaries and group companies may enforce the Subscription Terms in accordance with the Contracts (Rights of Third Parties) Act 1999. Apart from this (but subject to Clauses 14 and 15 below), no other person has rights under the Contract (Rights of Third Parties) Act 1999 to enforce the Subscription Terms.

13.6 Please note that we reserve the right to change and update these Terms and Conditions from time to time. However, the Subscription Terms that will apply to you are either: (i) the Subscription Terms provided on the date that we confirm your order (for Premium members); (ii) the Terms and Conditions in force on the date of registration (for Basic members); or (iii) the Terms and Conditions in force on the date you become again a Basic member (at the end of your Premium Membership).

## 14 Additional Terms which apply if you have downloaded our app from Apple's App Store

14.1 This section contains additional terms that apply to you if you have downloaded our app from Apple's App Store.

14.2 With respect to the relationship between eharmony and Apple, the responsibility for our app is allocated as follows:

- » These Terms and Conditions are between you and eharmony. These Terms and Conditions are not between you and Apple.
- » eharmony, not Apple, is solely responsible for our app and its content. Our responsibilities and liabilities to you are explained in the other sections of these Terms and Conditions.
- » Apple has no obligation to provide any maintenance or support services for our app.
- » eharmony, not Apple, is responsible for any product warranties in relation to our app.
- » If our app does not conform to any applicable warranty, you may notify Apple, and - if you have made a purchase - Apple will refund you that purchase price. Apple has no other warranty obligation in respect of our app. Any other claim that you might have in relation to our app is our sole responsibility (and not Apple's) and will be determined in accordance with applicable law and these Terms and Conditions.
- » eharmony, not Apple, is responsible for addressing any claim by you or a third party relating to our app, or your use or possession of our app. This includes: (i) product liability claims; (ii) any claim that our app does not comply with any applicable legal or regulatory requirement; and (iii) any claims arising under consumer protection, privacy or similar laws.
- » If a third party claims that our app, or your use or possession of our app, infringes that third party's intellectual property rights, we, not Apple, will be solely responsible for the investigation, defence, settlement, and/or discharge of any such claim

14.3 If you downloaded our app from Apple's App Store, you also represent and warrant that:

- (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and
- (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

14.4 You must comply with any applicable third party terms when using our app (for example, you must not be in violation of your wireless data service terms when using our app).

14.5 You must use our app in accordance with the Usage Rules in the current Apple's App Store Terms of Service available [here](#).

14.6 You will only use our app on an Apple-branded device.

14.7 Apple and Apple's subsidiaries are third party beneficiaries of these Terms and Conditions. Apple and its subsidiaries may enforce these Terms and Conditions in accordance with the Contracts (Rights of Third Parties) Act 1999. There is no requirement to obtain consent from Apple, any Apple subsidiary or any other person who is not a party to these Terms and Conditions in order to rescind, vary, suspend, enforce or terminate these Terms and Conditions, or to assign or transfer any rights or obligations, or to grant any waiver under these Terms and Conditions.

## 15 Additional Terms which apply if you have downloaded our app from GooglePlay

15.1 This section contains additional terms that apply to you if you have downloaded our app from GooglePlay.

15.2 With respect to the relationship between eharmony and Google, the responsibility for our app is allocated as follows:

- » These Terms and Conditions are between you and eharmony. These Terms and Conditions are not between you and Google.
- » eharmony, not Google, is solely responsible for our app and its content. Our responsibilities and liabilities to you are explained in the other sections of these Terms and Conditions. Google has no obligation or liability to you with respect to our app or these Terms and Conditions.
- » You should contact us, not Google, if you have any problems when using our app, or if you want to let us know about any errors or performance issues with our app.

15.3 If you have downloaded our app from GooglePlay, you must also use our app in accordance with the current Android Market Terms of Service available [here](#).

15.4 Google is a third-party beneficiary of these Terms. Google may enforce these Terms and Conditions in accordance with the Contracts (Rights of Third Parties) Act 1999.

## 16 Contact Us

16.1 eHarmony UK Ltd., 3rd Floor, 1 Ashley Road, Altrincham, Cheshire WA142DT United Kingdom, represented by its Board of Directors, is

responsible for the content of the eharmony Service. You can contact us using the following contact details:

by post:

eHarmony UK Ltd.  
Customer Care 3rd Floor1 Ashley Road  
Altrincham, Cheshire  
WA14 2DT  
United Kingdom

or by email:

[support@eharmony.co.uk](mailto:support@eharmony.co.uk)

## Model cancellation form

To

eharmony UK Ltd., Customer Care, 3rd Floor, 1 Ashley Road, Altrincham, Cheshire  
WA14 2DT, United Kingdom Email: [support@eharmony.co.uk](mailto:support@eharmony.co.uk)

I hereby give notice that I cancel my subscription for the provision of the following  
service

Ordered on

Your full name

Your address

Your signature (only if this form is notified on paper)

Date

Please note that the e-mail address registered in your profile or your profile ID\*  
and your service password\* will help us for a clear identification and a rapid  
processing of your query:

Your profile ID or your e-mail address as registered in your eharmony's profile

Your service password

(\*) Your profile ID and service password were assigned to you when you registered to  
eharmony. You can access these at any time in your online profile in the section  
entitled "My Data & Settings" > "Manage Profile".