

eharmony United Kingdom General Terms and Conditions of Use

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The following terms and conditions set out the relationship between eHarmony UK Ltd., 6-10 Great Portland Street, London W1W 8QL, Great-Britain ("eharmony", "us", "our", "we") and its customers ("you") when you subscribe to and use the eharmony Service (defined below), whether through a mobile device, mobile application (our app) or computer.

If you are under the age of 18 years old, you are not allowed to use the Service. You can only use the Service for your personal use – commercial use is not permitted.

By registering to or using the eharmony Service, you agree to be bound by (i) these General Terms and Conditions of Use; 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.

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 each 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 photos and information made available by those members. You can 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.
- 2.2 Once you have successfully registered, you will be able to access our free-of-charge Service. Your use of this Service will be subject to the terms set out in these General Terms and Conditions of Use.

- 2.3 At this stage, eharmony will also offer to you 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 membership by choosing a membership that is subject to a fee ("Premium Membership") you acknowledge that by pressing the "Buy" button, you will have confirmed that you want to purchase the Premium Membership that you have selected. Our contractual relationship for that Premium Membership will be confirmed on the date that eharmony sends you an e-mail confirmation of your order.
- 2.4 You can also purchase eharmony Premium Membership via eharmony's Apple iOS 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 as a Premium member. However, your subscription is concluded (and must be cancelled or terminated) through Apple, subject to the technical standards and principles established by Apple, over which eharmony has no control. As a rule, a purchase via the Apple App Store will take place when you click on "Buy now" (or a comparable checkbox) and, when required, you enter your password or touch ID for the App Store. Your contractual relationship with Apple will be confirmed on the date that Apple sends you an e-mail confirmation of your order; and Apple will invoice you for any Premium Membership charges through your Apple account. You will also find in the App Store all the essential information that you need about your contractual relationship with Apple. If you purchase a Premium Membership via the iOS App 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 in accordance with Apple's terms and conditions. Please note that Clauses 5.2, 5.5 and 11 (except 11.4) of these General Terms and Conditions of Use will not apply where you have purchased a Premium Membership via Apple.
- 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 App Store, Apple's App Store Terms of Service will prevail over these General Terms and Conditions of Use if there are any differences between the two which cannot be reconciled.

3. Free-of-Charge and Chargeable Services

- 3.1 It is free to register for the eharmony Service and to get our free membership ("Basic Membership"). Once you have registered, you will be asked to answer a scientifically based questionnaire which has been structured by reference to specific psychological criteria (the eharmony "compatibility quiz"). The results of the compatibility quiz as well as comprehensive statistical comparative data are used by eharmony to automatically create your individual personality profile. Your personality profile will then be included into the eharmony database. Once in our database, your personality profile is automatically compared against the profiles of other eharmony members on the basis of specific statistical comparison data, which enables eharmony to draw conclusions about your compatibility with our other members. Using this information, eharmony will send you free partner recommendations ("matches") online in your profile, as well as by email; and will enable you to access in your profile an online suggestion list for potential partners. 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 a blurred photo. Please note that, as a Basic member, you will not be able to see unblurred match photos. By clicking on a condensed match profile, you will be able to view the detailed profile of such match. As a Basic member, you will then be able to send as many predefined communications (for example a smile, etc.) to other members as you want; 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 of use.
- 3.2 If you purchase a Premium Membership, you will regularly receive updated matches from eharmony online (in your account) 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. As a Premium member, you will be able to contact and exchange communications with other members (provided that they agree to communicate with you), without limitation. 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 of use. eharmony will also provide each Premium member with a detailed personality evaluation of the eharmony compatibility quiz (your personality profile) as a PDF file by email. Basic members have also the possibility to order this personality profile separately.

- 3.3 As described above, eharmony may also provide you with additional services, which will be subject to a fee as displayed on our 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).
- 3.5 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 any downtime which is due to maintenance and software updates, as well as any periods during which the Service is unavailable via the Internet due to technical or other problems that are beyond eharmony's control. In order to be able to use the eharmony 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 find that you only have limited access to the eharmony Service.

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](#).

5. Termination/Extension

- 5.1 You can terminate your Basic Membership at any time with immediate effect. To do this, you should navigate to the following section in your profile: "Data & Settings" > "Manage profile" > "Profile Status", and activate 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 General Terms and Conditions of Use; or (ii) your account is inactive for twenty-four months following your last log-in.
- 5.2 To terminate your Premium Membership you will need to notify us whether: (1) in logging in to our website, in your profile: "Data & Settings" > "Manage profile" > "Amend subscription", or (2) in writing using the contact details provided below in Clause 16. Subject to Clause 5.4 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). However, in order to make sure that your Premium Membership does not automatically extend (more on this in Clause 5.5), you must tell us that you want to terminate your subscription before the end of your then-current subscription term.

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.

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".

If you have not terminated your current Premium Membership, we will send you an email notification approximately 30 days before the end of the current term. This email notice serves as a reminder of (i) the notice period required for cancellation of your subscription's automatic extension and (ii) the term length and price of your scheduled automatic extension.

- 5.3 If you terminate your Premium Membership, this will not automatically result in a termination of your free account. If you want to terminate your Basic Membership, please follow the procedure set out in Clause 5.1.
- 5.4 Subject to Clauses 3.4, if you want to terminate your Premium Membership because we have told you about an upcoming substantial change to our Service which you do not agree to, 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 paid Apple for your Premium Membership, any refund will be made in accordance with Apple's own terms as further described in Clause 2.4.
- 5.5 If you sign-up for a Premium Membership, after your initial subscription commitment period (and again after any subsequent subscription period), your subscription will be automatically extended unless you notify us that you want to terminate your subscription in accordance with Clause 5.2. Any automatic extension period of your initial subscription will be for the term and price you agreed when you subscribed for this initial Premium Membership and that have been confirmed to you in the order confirmation you received at that time. Within the first two weeks of any extension of the original subscription period, you will have the option to repeat the eharmony compatibility quiz.
- 5.6 Clauses 5.2 and 5.5 do not apply to termination of Premium Membership purchased from Apple via the iOS App. Please see Clause 2.4 for further information. Apple may also provide additional mechanisms for you to terminate your subscription. To terminate a Premium Membership that you purchased from Apple via the iOS App, please see Apple's instructions for terminating, available [here](#). If you do not cancel the automatic extension of your Premium Membership via Apple, 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. Liability of eharmony

- 6.1 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 to the eharmony compatibility quiz, or for the content of your personality evaluation and the matches made to you by eharmony 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 (and this will be clear to you at the time).
- 6.2 eharmony is only responsible for the technical provision of the eharmony Service i.e. the provision of our Service (as further described in Clause 3) will generally enable you to make contacts with other members. We cannot, however, guarantee that you will be able to successfully secure a partner as a result of the Service.
- 6.3 While we expect our members to use the Service in a kind and respectful way (and in accordance with these General Terms and Conditions of Use), eharmony is not responsible for any misuse of personal information made available through the Service by its members, or for any other use of the Service by its members which is contrary to these General Terms and Conditions of Use, or is otherwise unauthorised or unlawful. eharmony is also not responsible for any misuse of data or information by third parties (i.e. other members or non-members) where you have provided the third party with such information.
- 6.4 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).

- 6.5 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.
- 6.6 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 the country where you are resident. 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.
- 6.7 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 Customer

- 7.1 If you have signed up for a Premium Membership, 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 the terms agreed with Apple if you purchased your Premium Membership via Apple 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 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.
- 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.
- 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 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 of Use, 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 e-mails 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. The same rules also apply to any names, phone and fax numbers, home addresses, e-mail 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 By registering for a eharmony account, you agree not to misuse the Service and to comply with our conduct requirements. 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 e-mails / messages or to attempt to intercept them;
 - to send any e-mails / messages to members 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, e-mail addresses, etc. if this information is not explicitly required.
- 7.9 If you do not comply with the conduct requirements as mentioned above in Clause 7.8, 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 do 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 the net costs we will incur as a result of your non-compliance in accordance with this Clause. If you have paid Apple for your Premium Membership, any refund will be made by Apple in accordance with Apple's own terms as further described in Clause 2.4.

8. Communication

- 8.1 eharmony is an online service. As such, eharmony will generally communicate with its members using online methods, such as e-mail (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.) your e-mail address registered in your profile or your profile ID; and
- (2.) your service 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 General Terms and Conditions of Use.
- 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 General Terms and Conditions of Use 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 communication route).

10. Governing Law

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

The online dispute settlement platform of the European Commission is available [here](#). However, if you wish to raise a dispute with us about your subscription or the provision of our Service, please first contact us by email using the contact details provided below under Clause 16. Please make sure that you provide us with the information listed above under Clause 8.

11. Cancellation Policy, Exclusion of the Right to Cancel

11.1 Right to Cancel

If you have changed your mind about subscribing for a Premium Membership, you have the right to cancel your subscription, without reason, within 14 days from the date on which we sent you an email confirmation of your purchase. This right to cancel will also renew if your subscription for a Premium Membership has automatically extended; and a further 14-day cancellation period will begin on the first day of your extended term (and also on the first day of any subsequent extended term).

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
BM Box 5904

London WC1N 3XX
United-Kingdom

or by e-mail: support@eharmony.co.uk

You must also provide us with a clear written statement of your decision to cancel your subscription. You may use the model cancellation form available [here](#), 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 subscription within the 14-day cancellation period, we will refund to you all payments that we have received from you for the cancelled Premium Membership 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 your subscription. 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 Premium Membership 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 Premium Membership 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 e-mail 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. Please see Clause 2.4 for further information. Apple may also provide additional mechanisms for you to cancel your subscription. To cancel your Premium Membership purchased from Apple via the iOS App, please see Apple's instructions for cancelling [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 can get some or all of your money back. 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, the validity of the remaining content of the Subscription Terms shall not be affected by this.

13.3 The language of the Subscription Terms is English.

13.4 You can download the General Terms and Conditions of Use at any time and free of charge as PDF file.

13.5 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 it is concluded. These General Terms and Conditions of Use are accessible on our website and our app; and we will provide you with a copy of the then-current General Terms and Conditions of Use by email in your confirmation email when you register for a Premium Membership.

- 13.6 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 General Terms and Conditions of Use. 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.

- 13.7 Please note that we reserve the right to change and update these General Terms and Conditions of Use 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 of Use in force on the date of registration (for Basic members); or (iii) the Terms and Conditions of Use 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 General Terms and Conditions of Use are between you and eharmony. These General Terms and Conditions of Use 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 General Terms and Conditions of Use.
- 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 paid a purchase price for your Premium Membership - 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 General Terms and Conditions of Use.
- 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 General Terms and Conditions of Use. Apple and its subsidiaries may enforce these General Terms and Conditions of Use 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 General Terms and Conditions of Use in order to rescind, vary, suspend, enforce or terminate these General Terms and Conditions of Use, or to assign or transfer any rights or obligations, or to grant any waiver under these General Terms and Conditions of Use.

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 General Terms and Conditions of Use are between you and eharmony. These General Terms and Conditions of Use are not between you and Google.
 - eharmony, not Google, is solely responsible for our app, its content and our Service. Our responsibilities and liabilities to you are explained in the other sections of these General Terms and Conditions of Use. Google has no obligation or liability to you with respect to our app or these General Terms and Conditions of Use.
 - 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 General Terms and Conditions of Use in accordance with the Contracts (Rights of Third Parties) Act 1999.

16. Contact Us

- 16.1 eHarmony UK Ltd., 6-10 Great Portland Street, London W1W 8QL, 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
BM Box 5904
London WC1N 3XX
United-Kingdom

or by e-mail: support@eharmony.co.uk