

# terms and conditions of service

This is a legal agreement ("Agreement") between you and eHarmony, Inc., a Delaware corporation ("eharmony", "us", "our", or "we"), which may be contacted at P.O. Box 189, South Pasadena, CA 91031 USA. This Agreement applies to the access and use of the eharmony website, eharmony.ca, including the website's mobile and online versions (the "Website") and to the download and use of any of our applications (including iOS and Android applications) accessible in Canada (the "Applications"), and registration to or use of any of the services provided by us through the aforementioned platforms (collectively, with the Website and Applications, each, a "Service" or the "Services"). By using any of the Services, you agree to, and are bound by, these terms and conditions of service of this Agreement (including the [Privacy Policy](#)) for as long as you continue to use **the Services**. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT USE **THE SERVICES**. Your use of, or participation in, certain Services may be subject to additional terms, and such terms will be either listed in this Agreement or will be presented to you for your acceptance when you sign up to use such Services and which are incorporated into and form part of this Agreement.

The eharmony Services consist of the following, without limitation: a Service for single people seeking romantic relationships (the "Singles Service"), a content Service such as [eharmony Advice](#), containing articles about and related to relationships, and any additional services currently offered or which will be offered in the future by or on behalf of eharmony. eharmony may offer new services or revise any of the Services, at its discretion, and this Agreement will apply to all additional services or revised Services. eharmony also reserves the right to cease offering any of the Services.

**This Agreement is subject to change by eharmony in its sole discretion at any time. We will notify you of any such changes by posting an updated version of the Agreement on this page. Your continued use of the Services after the posting of revisions to this Agreement will constitute your acceptance of such revisions. Please consult the end of this Agreement to determine when the Agreement was last revised.**

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## Content

1.....	Eligibility.
2.....	Use of the Services.
3.....	Proprietary Rights.
4.....	User Information.
5.....	Links to Third-Party Websites / Dealings with Advertisers and Sponsors.
6.....	Disclaimer of Warranties and Conditions.
7.....	Limitation of Liability.
8.....	Indemnification.
9.....	Complaints / Law Enforcement Contact.
10.....	Communication and Privacy.
11.....	Term and Termination.
12.....	Cancellations & Account Holds.
13.....	Governing Law & Venue
14.....	Arbitration Agreement, Class Action Waiver and Jury Trial Waiver.
15.....	General Provisions.
16.....	Digital Millennium Copyright Act Notice.
17.....	Revision Date.

### 1. Eligibility.

- a. Minimum Age. You must be at least 18 years old to register for the Services. By using the Singles Service, you represent and warrant that you are at least 18 years old.
- b. Marital Status. By registering to use or using the Singles Service, you represent and warrant that you are single or (if legally married) separated. If you are married and not separated, you may not register to use or use the Singles Service.
- c. Criminal History. By requesting to use, registering to use, and/or using the Singles Service, you represent and warrant that you have never been convicted of a felony (or other indictable offense) and/or are not required to register as a sex offender with any government entity. **EHARMONY DOES NOT CURRENTLY CONDUCT CRIMINAL BACKGROUND SCREENINGS ON ITS MEMBERS.** However, to the extent permissible by applicable law, eharmony reserves the right to conduct any criminal background checks, at any time and using available public records, to confirm your compliance with this subsection. BY AGREEING TO THESE TERMS AND CONDITIONS, YOU HEREBY AUTHORIZE ANY SUCH CHECK IF IT IS LEGALLY PERMISSIBLE IN YOUR JURISDICTION.
- d. Meeting Matching System Criteria. The Singles Service requires your completion of the Compatibility Quiz for eharmony to find highly compatible potential partners. eharmony will not be able to provide partner suggestions to users who have not completed the Compatibility Quiz.



## 2. Use of the Services.

As a user of any of the Services (a "Registered User"), you agree to the following:

- a. **Basic Membership.** It is free to register for the Singles Service, which may be used by you at no cost ("Basic Membership"). Once you have registered by providing preliminary information (including email address and password), you will be asked to answer a scientifically-based Compatibility Quiz which has been structured by reference to specific psychological criteria. 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 integrated into the eharmony database. Once in our database, your personality profile is (through an automated process) matched up to the profiles of other eharmony members, which enables eharmony to determine your compatibility with those members. Using this information, eharmony will send you partner recommendations ("matches"), which will appear in your online profile and be sent via email. This information will be provided to you as a condensed profile of the other compatible members, each containing a short description of a match, your compatibility score, along with your match's primary profile photo. Please note that, as a Basic member, you will only be able to view blurred versions of your matches' profile photos. However, you may be able to see an unblurred version of your matches' primary profile photo in some instances, at our discretion. As a Basic member, you may send an unlimited number of predefined communications (for example, a smile) to your matches subject to the terms of this Agreement; however, you will only have a limited ability to send and read personalized messages. Please note that we may limit the number of predefined communications that you can send if required to protect our members and to secure our Service as further set out in this Agreement. As a Basic member, you will not receive a copy of your personality profile, but you may purchase a PDF copy of the personality profile at the price listed on the Service at the time of purchase.
- b. **Premium Membership and Virtual Goods.** The Singles Service includes services subject to a fee, including Premium Membership options and, in some locales, virtual goods that extend the rights of use in your Basic Membership (collectively, "paid-for services"). Paid-for services offer features not generally available under a Basic Membership. Please note that concluding a contract with eharmony for paid-for services is subject to the respective payment service provider verifying and processing the purchase.
  - i. **Premium Membership:** If you purchase a Premium Membership, you will regularly receive updated partner suggestions from eharmony in your online profile and via email. These will be updated to include new members who have been added to our database since you became a Premium member. As a Premium member, you will be able to see unblurred photos (primary or all photos, depending on your purchased plan) and conduct searches for other users based on specific criteria. With a Premium Membership, you can send and read unlimited messages to the number of matches allowed by your plan. Based on your selected plan, you may either immediately communicate with: all your matches (Premium UNLIMITED) or a limited number of matches depending on the number and availability of your monthly Match Unlocks (see definition below) in your selected Premium plan, . Please note that we may still limit the number of communications that you can send if required to protect our members and to secure our Service as further set out in this Agreement. eharmony will



also provide access to the personality profile to each Premium within their account settings

- ii. **Match Unlocks:** “Match Unlocks” allow you to “unlock” another user’s profile and engage in unlimited communication with them if the contacted user also unlocks your profile. If Match Unlocks are included in your Premium Membership, the Match Unlocks are credited to your account for a period of 30 days at a time, and you will see the first monthly Match Unlock allotment in your account immediately upon purchase. After each 30-day period, unused Match Unlocks expire, and new Match Unlocks are credited. Match Unlocks are not carried over into the next 30-day period. However, you may be able to purchase additional Match Unlocks for use in your Premium Membership or as a separate Virtual Good in a Basic Membership.

If you purchased a Premium Membership, any unredeemed, separately purchased Match Unlocks will be added to your account and can be redeemed on individual unlocks. If you do not have a Premium Membership, separately purchased Match Unlocks are linked to and stored in your Basic Membership account.

Match Unlocks cannot be transferred to other members, nor can they be traded in, exchanged for money, or used to settle outstanding payments. Separately purchased 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. Match Unlocks that are included in a Premium Membership expire as described above.

- iii. **Virtual Goods:** “Virtual Goods” are purchased separately from a Premium Membership and may be used for individual services or for certain features in one's own profile. The purchase of Virtual Goods (including Match Unlocks, as described above) is subject to a charge. eharmony reserves the right to place limitations and other conditions on the offer of Virtual Goods, at our discretion.

- c. **Payments.** When making a purchase, you will be asked to supply certain payment information, including information regarding your billing account (e.g., via credit card, debit card, or PayPal account number). You agree that all information that you provide to us will be accurate, complete and current. You further agree that our payment processing service provider(s) may store and communicate with your financial institution via a “network token” (a unique personal identifier used only for billing purposes) to facilitate your payments. For more information about tokenization, please see our [payment processor’s explanation](#) on its website. You agree to pay all valid charges incurred by you or any other user of your account (including all installment payments and/or fees, if applicable), any applicable taxes on your purchase, and/or any additional fees for the use of any payment mechanism or account connected to your purchase, including any processing charges relating to same.

To become a Premium member, you will be required to pay a subscription fee. All prices listed by us on the Service are offered in the displayed currency and exclude applicable



taxes and duties. eharmony currently offers Premium light, Premium plus and Premium UNLIMITED (collectively, the “Plans”) memberships in 6, 12, and 24--month terms. The Plans offer a variety of features; Premium UNLIMITED offers more features and capabilities followed by Premium plus and Premium light. The Plans automatically renew for consecutive 12 month terms (or other term lengths, as agreed-upon by you during the purchase process) unless prohibited by applicable law. Cancellation of auto-renewal must be initiated at least 24 hours before the end of your current term. If a scheduled payment using the billing account or credit or debit card associated with your subscription is attempted and declined for any reason, our payment processor will automatically reschedule the payment until the amount due is paid in full. If these attempts fail and/or the issue(s) cannot be resolved by contacting the account and/or card issuer, we will notify you via email using the email address associated with your account, and we may suspend or terminate your subscription until the outstanding payments are successfully processed. However, you acknowledge and agree that we may first attempt to obtain updated billing information, including but not necessarily limited to credit or debit card numbers and/or expiration date information from your card issuer, and that we will update this information in your account and use such information to process future payments. By subscribing, you authorize us and our payment processors to store and/or transfer your payment details and all other relevant information as needed to facilitate the processing of payments. You may select to purchase a plan in one upfront payment or in installments, if applicable. You agree and authorize us to charge you applicable sales or other related taxes and fees to which your subscription may be subject, which is subject to change and may vary by your place of residence at the time of subscription. Installment plans may be subject to additional terms and conditions, which will be consented to at the time of purchase.

- d. **Access to Services and subscription using Non-eharmony Services.** You may download the eharmony mobile Application and purchase a Premium Membership using your Apple ID or Google account (each, a “Non-eharmony Service”) and use the Application on your iPhone or Android mobile device. Any subscriptions purchased through a Non-eharmony Service will be charged by the Non-eharmony Service and will be subject to the terms of your selected Premium Membership and the applicable terms of service of the Non-eharmony Service. Premium Memberships purchased through the Non-eharmony Services are subject to the payment terms agreed upon by you upon subscription. To cancel auto-renewal or terminate a Premium Membership purchased through a Non-eharmony Service, you must access your Non-eharmony Service account and follow the prompts and instructions for cancellation on the applicable service or contact the applicable service directly. If you are eligible for a refund for a payment processed by a Non-eharmony Service, such refund will be processed by Apple or Google. Additional information on cancellation is provided in Section 12 of this Agreement.
- e. **Exclusive Use.** Your account is for your personal use only. You may not authorize others to use your account, and you may not assign or otherwise transfer your account to any other person or entity, except if previously agreed to by us. You acknowledge that eharmony is not responsible for third-party access to your account that results from theft or misappropriation of your usernames and passwords.

f. **Geographic Limitations.** The Services are intended for use in the United States, Australia, and Canada. However, please note that eharmony also provides the ability to register for the Services in certain other countries, and you may search for and receive matches from members located in such countries. eharmony reserves the right to not provide or stop providing the Services in any jurisdiction at any time in its sole discretion.



You will only use the Services in a manner consistent with this Agreement and any and all applicable local, state, national and international laws and regulations, including, but not limited to, United States export control laws. By using the Services, you represent that you have not been designated by the United States government as a "Specially Designated National" or other person to whom the provisions of the Services are prohibited, and that you are not located in a country that is subject to embargo by the United States government. Registration for, and use of, the Services is void where prohibited by any such laws or regulations. You are responsible for determining whether the use of the Services is legal in your jurisdiction

- g. **Information Submitted.** To the extent permitted by law, you are solely responsible for, and assume all liability regarding, (i) the information and content you contribute to the Services; (ii) the information and content you post, transmit, publish, or otherwise make available (hereinafter "post") through the Services; and (iii) your interactions with other Registered Users through the Services. You warrant and represent that all information provided to eharmony through our Services or otherwise will be truthful, accurate, and complete, and will be submitted only for lawful purposes. Details of how eharmony may use information you provide or post which is personal to you are set out in our [Privacy Policy](#).
- h. **Risk Assumption and Precautions.** You assume all risk when using the Services, including but not limited to all of the risks associated with any online or offline interactions with others, including dating. You agree to take all necessary precautions when meeting individuals through the Singles Service. In addition, you agree to review and follow the recommendations set forth in eharmony's [Safety Tips](#), which is available at the bottom of all pages of the Singles Service.
- i. **No Guarantees.** eharmony may not be able to provide matches for everyone seeking to use its Services. Further, eharmony makes no guarantees as to the number or frequency of matches through the Singles Service, or to such matches' ability, desire or criteria to communicate with any user. You understand that eharmony makes no guarantees, either express or implied, regarding your ultimate compatibility with individuals you meet through the Singles Service or as to the conduct of such individuals.
- j. **Reporting of Violations.** You will promptly report to eharmony any violation of the Agreement by others, including but not limited to, Registered Users.
- k. **Content Removal.** eharmony reserves the right, but has no obligation, to monitor the information or material you submit to the Services or post in the public areas of the Services. eharmony will have the right to remove any such information or material that in its sole opinion violates, or may violate, any applicable law or either the letter or spirit of this Agreement or upon the reasonable request of any third party. eharmony further reserves the right to remove matches previously delivered to you, in its reasonable discretion, in order to assure that you have a quality experience on the Services.
- l. **Posting and Communication Restrictions.** You will not post, transmit to other users, communicate any content (or links thereto), or otherwise engage in any activity on or



through the Services, that:

- a. promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- b. is intended to or tends to abuse, harass, threaten or intimidate any other users of the Services;
- c. is defamatory, intentionally inaccurate, abusive, obscene, profane, offensive, sexually charged, obscene or otherwise objectionable or unlawful;
- d. infringes the intellectual property right of eharmony or any third party including copyright in and to content (e.g., music, movies, videos, photographs, images, software, literary works, etc.);
- e. contains video, audio photographs, or images of another person;
- f. promotes or enables illegal or unlawful activities, such as instructions on how to make or buy illegal weapons or drugs, violate someone's privacy, harm or harass another person, steal someone else's identity, create or disseminate computer viruses, or circumvent copy-protect devices;
- g. is false or misrepresentative or otherwise intended to defraud, swindle or deceive other users of the Services;
- h. contains viruses, ransomware, spyware, adware, time bombs, trojan horses, cancelbots, worms or other harmful, or disruptive codes, components or devices;
- i. promotes or solicits involvement in or support of a political platform, religion, cult, or sect;
- j. disseminates another person's personal information without his or her permission, or collects or solicits another person's personal information for commercial or unlawful purposes;
- k. is off-topic, meaningless, or otherwise intended to annoy or interfere with others' enjoyment of the Services;
- l. impersonates, or otherwise misrepresents affiliation, connection or association with, any person or entity;
- m. solicits gambling or engages in any gambling or similar activity;
- n. uses scripts, bots or other automated technology to access the Services;
- o. uses the Services for chain letter, junk mail or spam e-mails;
- p. collects or solicits personal information about anyone under 18; or



- q. is in any way used for or in connection with spamming, spimming, phishing, trolling, or similar activities.
- m. **No False Information.** You will not provide inaccurate, misleading or false information to eharmony or to any other user. If information provided to eharmony or another user subsequently becomes inaccurate, misleading or false, you will promptly notify eharmony of such change.
- n. **No Advertising or Commercial Solicitation.** You will not advertise or solicit any user to buy or sell any products or services on or through the Services. You may not transmit any chain letters, junk or spam e-mail to other users or other unsolicited commercial messages. Further, you will not use any information obtained from the Services in order to contact, advertise to, solicit, or sell to any user without their prior explicit consent. If you breach the terms of this subsection and send or post unsolicited bulk email, "spam" or other unsolicited communications of any kind through the Services, you acknowledge that you will have caused substantial harm to eharmony. To the extent permissible under applicable law, as a reasonable estimation of such harm, you agree to pay eharmony \$50 USD for each such unsolicited communication you send through the Services.
- o. **Unique and Bona Fide Profile.** As a Registered User of the Singles Service, you will create only one unique profile. In addition, your use of the Singles Service must be for bona fide relationship-seeking purposes in order to maintain the integrity of the Singles Service (for example, you may not become a Registered User solely to compile a report of compatible singles in your area, or to write a school research paper). Not all registered users are available for matching. From time to time, eharmony may create test profiles in order to monitor the operation of the Services.
- p. **No Harassment of eharmony Employees or Agents.** You will not harass, annoy, intimidate or threaten any eharmony employees or agents engaged in providing any portion of the Services to you.
- q. **Social Media.** We may provide you the option to connect your eharmony account to your account on some social networking websites (such as via Continue with Facebook) for the purpose of logging in, uploading information or enabling certain features on the Service. When enabling this feature, we will disclose to you the information we collect from the connected social networking website, and will use such information in compliance with our Privacy Policy. By connecting your eharmony account to your account on any social networking website, you hereby consent to the continuous release of information about you to eharmony. We will not send any of your eharmony account information to the connected social networking website without first disclosing that to you. Each social network may further allow you to set privacy controls around your information on their system, and eharmony's collection of information will always follow such controls and permissions. This feature is subject to continuous change and improvement by us and each social networking website involved, and therefore the available features and shared information are subject to change in accordance with the terms of this Agreement, and the terms of use of the relevant social networking site.



- r. **Reverse Engineering and Non-Interference.** In addition to any eharmony information or documents containing information that constitute a “trade secret” as that term is defined in the Uniform Trade Secrets Act as of September 16, 2015, the following will be deemed trade secrets of eharmony and you will treat the following as our trade secrets to the extent they have not been made public by us: (i) all source code, data and configuration files within or comprising our Services or used to receive content from, or deliver content to the Services, and all documentation relating thereto; (ii) all financial information relating to eharmony or its affiliates; and (iii) all Service plans of eharmony or its affiliates. By consenting to the terms of this Agreement, you acknowledge and agree that such information has independent economic value due to it not being generally known or available to others, and that eharmony takes reasonable measures to protect the confidentiality and secrecy of such information. You agree not to, and warrant and represent that you will **not**, engage in any activity, assist any third party in engaging in any activity, or attempt in any way, or assist any third party in attempting in any way, to: (v) discover or use any trade secrets of eharmony without eharmony’s prior written consent; (vi) reverse engineer or otherwise discover any source code utilized by our Services or any client or other software provided by us; or (vii) breach, discover, circumvent, disable or otherwise compromise any security, encryption, password protection, or other feature or mechanism used by us or our Services to protect the Services or any data, hardware, software or server used in connection with it.
- s. **Linking, crawling and framing.** You agree not to, and warrant and represent that you will not assist any third party in engaging in any activity or attempting in any way, to reproduce, in whole or in part, any content provided by the Services through any method (including without limitation, through copying, caching or framing), unless such access is expressly permitted in a written agreement executed by eharmony.

### 3. Proprietary Rights.

- a. **Ownership of Proprietary Information.** You hereby acknowledge and agree that eharmony is the owner or licensee of highly valuable proprietary information accessible on or through the Services, including without limitation, the compatibility matching system, compatibility profiles, and our compatibility quiz (collectively, "Confidential Information"). eharmony owns and hereby retains all proprietary rights in the Services, including but not limited to, all Confidential Information.
- b. **No Use of Confidential Information.** You will not post, copy, modify, transmit, disclose, show in public, create any derivative works from, distribute, make commercial use of, or reproduce in any way any (i) Confidential Information or (ii) other copyrighted material, trademarks, or other proprietary information accessible via the Services, without first obtaining the prior written consent of the owner of such proprietary rights.
- c. **Other Users' Information.** Other Registered Users may post information, which has copyright protection whether or not it is identified as copyrighted. You agree that you will not copy, modify, publish, transmit, distribute, perform, display, commercially use, or sell any eharmony or third-party proprietary information available via the Services.
- d. **License to Posted or Accessed Content.** By posting information or content to any profile

pages or public area of the Services, or making it accessible to us by linking your eharmony account to any of your social network accounts (e.g. via Continue with Facebook) subject to applicable privacy laws as they relate to any personal information contained therein, you automatically grant, and you represent and warrant that you have the right to grant, to eharmony and its users, an irrevocable, perpetual, non-exclusive, fully-paid, worldwide license to use, reproduce, perform, publicly display, modify and distribute such information and content, and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sub-licenses of the foregoing. From time to time, we may create, test or implement new features or programs on the Services in which you may voluntarily choose to participate or may be a part of a test group with special access, in accordance with the additional terms and conditions of such features or programs. By your participation in such features or programs, you grant us the rights and waive certain other rights stated in this subsection in connection with the additional terms and conditions (if any) of such features or programs.

## 4. User Information.

- a. **Privacy Statement.** We will only use your information in accordance with our Privacy Policy. You acknowledge that eharmony may transfer your personal information to eharmony's and its affiliated companies' offices overseas, including but not limited to Germany, and may share your personal information with third parties employed to provide some or all of the Services. By registering to use the Services, you consent to this transfer of your personal information. For information about the collection, use and possible disclosure of information and material provided by you, please click on eharmony's [Privacy Policy](#) located on the Services. By using the Services, you are consenting to the terms of eharmony's Privacy Policy.
- b. **No Contact Information.** You agree that you will not post any full name, phone number, address, email addresses, personal website address or third-party profile page, or other contact information in the profile section of the Singles Service that will be made available to other Registered Members. You may, at your discretion, exchange such information when you reach the direct communication phase with your matches.
- c. **Disclosure By Law.** You acknowledge and agree that eharmony may disclose information you provide in accordance with our Privacy Policy, including, if required to do so by law, at the request of certain third parties, or if we, in our sole discretion, believe that disclosure is reasonable to (1) comply with the law, requests or orders from law enforcement, or any legal process (whether or not such disclosure is required by applicable law); (2) protect or defend eharmony's, or a third party's, rights or property; or (3) protect someone's health or safety, such as when harm or violence against any person (including the user) is threatened.
- d. **Disclosure to Protect Abuse Victims.** Notwithstanding any other provision of this Agreement or the [Privacy Policy](#), eharmony reserves the right, but has no obligation, to disclose any information that you submit to the Services, if in its sole opinion, eharmony suspects or has reason to suspect, that the information involves a party who may be the victim of abuse in any form. Abuse may include, without limitation, elder abuse, child abuse, spousal abuse, neglect, or domestic violence. Information, including personal

information, may be disclosed to authorities that eharmony, in its sole discretion, deems appropriate to handle such disclosure, provided that such disclosure is pursuant to applicable law. Appropriate authorities may include, without limitation, law enforcement agencies, child protection agencies, or court officials. You hereby acknowledge and agree that eharmony is permitted to make such disclosure.

- e. **Use of Anonymous Information for Research.** As set forth in our Privacy Policy, by using the Services, you agree to allow eharmony to anonymously use the information from you and your experiences through the Services to continue eharmony's research into successful relationships and to improve the Services. This research, conducted by psychologists and behavior research scientists, may be published in academic journals. However, your responses will be anonymous, and we will not publish research containing your personal identifying information.

## 5. Links to Third-Party Websites / Dealings with Advertisers and Sponsors.

The Services do not currently advertise any third-party goods or services and do not contain links to third-party websites. However, eharmony reserves its rights to advertise on the Services and include third-party website links on the Services, including without limitation, advertisers, which are not under the control of eharmony, and eharmony is not responsible for the content of any linked website or any link contained in a linked website, or any changes or updates to such websites. eharmony provides these links to you only as a convenience, and the inclusion of any link does not imply that eharmony endorses or accepts any responsibility for the content on such third-party website. Your correspondence or business dealings with, or participation in promotions of, advertisers or sweepstakes or other promotion sponsors found on or through the Services (including payment and delivery of related goods or services, any personal information or opt-in contact information voluntarily given to advertisers and sweepstake sponsors, and any other terms, conditions, warranties or representations associated with such dealings) are solely between you and such advertiser or sweepstakes or promotion sponsor. You agree that eharmony will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, including the sharing of the information you supply to eharmony with advertisers or sweepstakes or promotion sponsors, or as the result of the presence of such advertisers on the Services. Please visit our [Privacy Policy](#) to learn more about our personal information handling practices.

## 6. Disclaimer of Warranties and Conditions.

- a. No Warranties or Conditions.** THIS SECTION WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT ALWAYS TO CLAUSE 7 (LIMITATION OF LIABILITY) BELOW. EHARMONY PROVIDES THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS AND MAKES NO AND DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, COLLATERAL OR OTHERWISE WITH RESPECT TO THE SERVICES (INCLUDING ALL CONTENT AND INFORMATION CONTAINED THEREIN), INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. EHARMONY DOES NOT REPRESENT OR WARRANT THAT YOUR USE OF THE SERVICES WILL BE SECURE, UNINTERRUPTED, ALWAYS AVAILABLE, FREE OF ERRORS, VIRUSES, BUGS OR OTHER HARMFUL COMPONENTS, OR WILL MEET YOUR REQUIREMENTS, OR THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED. EHARMONY DISCLAIMS LIABILITY FOR, AND NO REPRESENTATION, WARRANTY OR CONDITION IS MADE WITH RESPECT TO, THE CONNECTIVITY AND AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, YOU ACKNOWLEDGE AND AGREE THAT NO SOFTWARE OR WEBSITE CAN BE ENTIRELY SECURE OR FREE OF RISK OF SECURITY BREACHES OR ATTACKS BY THIRD PARTIES, AND THAT WE MAKE NO WARRANTY OR REPRESENTATION THAT OUR SERVICES WILL BE SECURE OR FREE FROM DATA BREACHES OR CYBER ATTACKS.
- b. Third Party Content.** Opinions, advice, statements, offers, or other information or content made available through the Services, but not directly by eharmony, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. EHARMONY DOES NOT: (i) GUARANTEE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED ON OR ACCESSED VIA THE SERVICES, OR (ii) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY OTHER THAN EHARMONY. TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL EHARMONY BE RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM ANYONE'S RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON THE SERVICES, OR TRANSMITTED TO OR BY ANY USERS.
- c. Beta Features.** From time to time, eharmony may offer new "beta" features or tools with which its users may experiment on the Services. Such features or tools are offered solely for experimental purposes and without any representation, warranty or conditions of any kind, and may be modified or discontinued at eharmony's sole discretion. The provisions of this Disclaimer of Warranties and Conditions section apply with full force to such features or tools.

## 7. Limitation of Liability.

- a. Limitation of Damages and Aggregate Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EHARMONY BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, PUNITIVE, EXEMPLARY AND/OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE THE SERVICES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OR CORRUPTION OF DATA OR PROGRAMS, SERVICE INTERRUPTIONS AND PROCUREMENT OF SUBSTITUTE SERVICES, EVEN IF EHARMONY KNOWS OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL EHARMONY'S AGGREGATE LIABILITY, IN ANY FORM OF ACTION WHATSOEVER IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE SERVICES, EXCEED THE PRICE PAID BY YOU FOR YOUR ACCOUNT, OR, IF YOU HAVE NOT PAID EHARMONY FOR THE USE OF ANY SERVICES, THE AMOUNT OF USD \$25.00 OR ITS EQUIVALENT.
- b. No Liability for non-eharmony Actions.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EHARMONY BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER PUNITIVE, EXEMPLARY, DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION, BODILY INJURY, DEATH, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM COMMUNICATIONS OR MEETINGS WITH OTHER REGISTERED USERS OF THE SERVICES. THIS INCLUDES ANY CLAIMS, LOSSES OR DAMAGES ARISING FROM THE CONDUCT OF USERS WHO HAVE REGISTERED UNDER FALSE PRETENSES OR WHO ATTEMPT TO DEFRAUD OR HARM YOU.
- c. Information Verification.** eharmony may but is not required to use various ways of verifying information that users have provided. However, none of those ways are perfect, and you agree that eharmony will have no liability to you arising from any incorrectly verified information.

## 8. Indemnification.

- a.** To the maximum extent permitted by law, you agree to indemnify, defend and hold harmless eharmony and its affiliates and/or related entities, whether direct or indirect, current, former or future, and its and their respective current, former or future officers, directors, employees, agents, successors and assigns and related third parties (each an "Indemnified Party"), for any claims, causes of action, debts, damages, losses, costs,

liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of any third party claim that (a) your use of or inability to use the Services, (b) any user postings made by you, (c) your violation of any terms of this Agreement or your violation of any rights of a third party, or (d) your violation of any applicable laws, rules or regulations, except to the extent caused by any unlawful or negligent act or omission by eharmony.

eharmony reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with eharmony in asserting any available defenses. An Indemnified Party may participate in the defense by counsel of its own choosing, at its own cost and expense. You shall not settle any claim that adversely affects an Indemnified Party or imposes any obligation or liability on an Indemnified Party without the Indemnified Party's prior written consent.

- b. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU HEREBY RELEASE EACH INDEMNIFIED PARTY FROM ALL DAMAGES (WHETHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE), LOSSES, LIABILITIES, COSTS AND EXPENSES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN CONNECTION WITH DISPUTES BETWEEN YOU AND THIRD PARTIES CONCERNING THE SERVICES OR THIS AGREEMENT.

## **9. Complaints / Law Enforcement Contact.**

To resolve a complaint regarding the Service, you should review our Frequently Asked Questions (FAQ) by clicking on the [Help](#) link located at the bottom of any page of the eharmony Services, or email us by clicking [here](#). Law enforcement officials may send correspondence (such as subpoenas, court orders and warrants) to eharmony to our facsimile number at +1-424-249-7285. All other correspondence sent to this facsimile number will be discarded.

## **10. Communication and Privacy.**

We may use the email address associated with your account to send you messages, including notifications of important changes to the Services, special offers, or attempts to collect on an outstanding balance. Further, we may contact you by telephone in order to communicate with you regarding the Services. If you do not want to receive certain email messages or telephone calls (including at any wireless number you may have voluntarily provided us), please refer to our [Privacy Policy](#) to review your options.

## **11. Term and Termination.**

This Agreement will become effective upon your acceptance of the Agreement by your use of the Services and will remain in effect in perpetuity unless terminated hereunder.

Either you or eharmony may terminate your account at any time, for any reason or no reason, without explanation, effective upon sending written notice to the other party.





eharmony reserves the right to immediately suspend or terminate your access to any of the Services, without notice, for any reason or no reason. We also reserve the right to remove your account information or data from our Services and any other records if your account and/or access to the Services is terminated. In the event your access to any of the Services is suspended due to a material breach of this Agreement, you agree that all fees paid to eharmony by you are nonrefundable and that any outstanding fees (e.g., remaining installments) will become due and payable immediately. You may terminate your account by following the steps in the applicable section under "Cancellations" below, or by sending a notice of cancellation to: *eHarmony, Inc., Attn: Cancellations, P.O. Box 189, South Pasadena, CA 91031 USA*. Following any termination of your Singles Service account due to a violation of our Agreement, eharmony may, at our discretion or as required by law, send a notice thereof to other Registered Users with whom you have corresponded for the protection of our members.

## 12. Cancellations & Account Holds.

- a. **Cancellation At Any Time With No Refund.** Except as otherwise stated in this section, you may cancel your registration or subscription to any Services at any time during the term of such registration or subscription or any renewal period by: accessing Data & Settings > "Manage profile" > Amend Subscription, clicking on the cancellation link, and providing the information requested. In such case, your subscription will terminate at the end of the subscription term for which you have paid, and you will not receive any refund for any unused days of such subscription term. If you purchase a subscription on an installment payment basis (such as three-part pay), cancellation will not affect your obligation to pay the total contractual amount due on your subscription and your account, credit card, or other payment method will continue to be charged the scheduled payments until the remaining balance is paid in full.
- b. **Cancellation through a Non-eharmony Service with No Refund.** To cancel a membership purchased through a Non-eharmony Service, you must access your Noneharmony Service account and follow the cancellation prompts for each service. The current cancellation process for Apple requires you to access the Settings option on your iPhone, click on iTunes & App Stores, select your Apple ID, View Apple ID and Subscriptions. You can then click on your eharmony subscription and cancel as instructed. To cancel a membership purchased through Google, the current cancellation process requires you to sign into your Google account, select "My subscriptions," select the subscription you want to cancel, click "Manage," and then "Cancel Subscription." Further instructions for cancellation are available for Apple [here](#) and for Google [here](#).



Please note that eharmony cannot directly process refunds for purchases made through Apple via the iOS application. Please contact Apple regarding cancellation requests for subscriptions purchased through the iOS application.

## **\*\*RENEWALS\*\*.**

IN ORDER TO PROVIDE CONTINUOUS SERVICE, EHARMONY AUTOMATICALLY RENEWS ALL PAID SUBSCRIPTIONS FOR THE SERVICES ON THE DATE SUCH SUBSCRIPTIONS EXPIRE UNLESS YOU CANCEL AT LEAST 24 HOURS BEFORE THE END OF YOUR CURRENT TERM. WE ALWAYS COMMUNICATE RENEWAL PERIODS TO YOU, BEFORE YOU FINALIZE THE PURCHASE OF YOUR SUBSCRIPTION UPON CONFIRMATION OF PURCHASE, AND AS OTHERWISE REQUIRED IN YOUR JURISDICTION. BY ENTERING INTO THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOUR ACCOUNT WILL BE SUBJECT TO THE ABOVE-DESCRIBED AUTOMATIC RENEWALS. IN CONNECTION WITH ANY RENEWAL, YOU AGREE AND AUTHORIZE US TO CHARGE YOU APPLICABLE CHARGES, INCLUDING APPLICABLE INSTALLMENT FEES, SALES OR OTHER TAXES ("RENEWAL FEES") YOU FURTHER ACKNOWLEDGE THAT THE RENEWAL FEES ARE SUBJECT TO CHANGE AND MAY VARY BY YOUR PLACE OF RESIDENCE AT THE TIME OF SUBSCRIPTION. IN ALL CASES, IF YOU DO NOT WISH YOUR ACCOUNT TO RENEW AUTOMATICALLY, PLEASE FOLLOW THE DIRECTIONS SET OUT UNDER "CANCELLATIONS AND ACCOUNT HOLDS" SECTION ABOVE.

## **13. Governing Law & Venue**

Unless prohibited by local law, this Agreement is governed by the laws of the State of Delaware, without giving effect to any principles of conflicts of laws. Notwithstanding the foregoing, Section 15 of this Agreement shall be governed by the Federal Arbitration Act. Any action to compel arbitration, or challenging the enforceability or applicability of the arbitration provisions herein, must be filed in the federal or state courts of Delaware. Any action filed in any other court shall be transferred to, or dismissed without prejudice for refiling only in, the federal or state courts of Delaware, after removal to the appropriate federal court, if applicable, for determination by the Delaware federal or state court as to whether the action should be stayed pending, or otherwise referred to, arbitration. Any claims that are not referred to arbitration must be adjudicated exclusively in the federal or state courts of Delaware. For such claims, the federal and state courts of Delaware shall have exclusive personal jurisdiction and venue over you and us, and you and we waive any objection based on inconvenient forum. If either party files suit in any court other than the federal or state courts of Delaware, in deciding whether to transfer or dismiss the action, or otherwise give effect to this provision, the court shall apply the standard set forth in *Atlantic Marine Construction Co. v. U.S. District Court for the Western District of Texas*, 571 U.S. 49 (2013). The parties also agree that transfer or dismissal cannot be denied based on inconvenience to the parties, piecemeal adjudication of the claims, a risk of inconsistent findings of law or fact, the presence of other parties who are not party to these terms, or any other private or public considerations.



Nothing in this Agreement is intended to limit a party's right to seek equitable relief at any time. If the Arbitration Agreement (as set forth in Section 15) is held to be unenforceable, you and we agree that any claims or disputes that you or we have against each other must be resolved in the federal or state courts located in Delaware to the extent permissible by applicable law. Notwithstanding the foregoing, claims appropriately brought in small claims court may be filed in any court of competent jurisdiction. **For the sake of clarity, the choice of Delaware law shall not exclude, limit or supersede a consumer's rights or remedies under mandatory consumer protection laws in the jurisdiction where the consumer resides.**

## **14. Arbitration Agreement, Class Action Waiver and Jury Trial Waiver.**

- a. Purpose:** This section 15 of the Agreement (henceforth referred to as "Arbitration Agreement") facilitates the prompt and efficient resolution of any Disputes that may arise between you and eharmony. Arbitration is a form of private Dispute (as defined below) resolution in which parties to a contract agree to submit their Disputes and potential Disputes to a neutral third person (called an arbitrator) for a binding decision, instead of having such Dispute(s) decided in a lawsuit, in court, by a judge or jury trial.

Please read this Arbitration Agreement carefully. It provides that all Disputes between you and eharmony shall be resolved by binding arbitration. **Arbitration replaces the right to go to court. In the absence of this Arbitration Agreement, you may otherwise have a right or opportunity to bring claims in a court, before a judge or jury, and/or to participate in or be represented in a case filed in court by others (including, but not limited to, class actions). Entering into this Arbitration Agreement constitutes a waiver of your and our right to litigate claims in court and all opportunity to be heard by a judge or jury.** There is no judge or jury in arbitration, and court review of an arbitration award is limited. The arbitrator must follow this Arbitration Agreement and can award the same damages and relief as a court (including attorney's fees, if otherwise authorized by applicable law).

For the purpose of this Arbitration Agreement, "eharmony" means eHarmony, Inc. and its parents, subsidiaries, and affiliated companies, and each of their respective officers, directors, employees, and agents. The term "Dispute" means any dispute, claim, or controversy between you and eharmony regarding any aspect of your relationship with eharmony, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, gross negligence or reckless behavior), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Arbitration Agreement (with the exception of the enforceability of the Class Action Waiver in this Arbitration Agreement). "Dispute" is to be given the broadest possible meaning that will be enforced.

**YOU AND EHARMONY EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL DISPUTES, AS DEFINED ABOVE, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION RATHER THAN IN COURT IN**



## ACCORDANCE WITH THIS ARBITRATION AGREEMENT.

- b. Pre-Arbitration Dispute Resolution:** For all Disputes, you and we must first give each other an opportunity to resolve the Dispute before commencing arbitration. You must commence any Dispute you have with us by mailing written notification to eHarmony, Inc., c/o The Corporation Trust Company, 1209 Orange Street, Wilmington, DE 19801. That written notification must include (1) your name, (2) your address, (3) your phone number, (4) your email address used to create your eharmony account, (5) a written description of the Dispute, (6) a description of the specific relief you seek, and (7) your personal signature. If eharmony does not resolve the Dispute to your satisfaction within 45 days after it receives your written notification, you may pursue your Dispute in arbitration. We must commence any Dispute we have with you by sending you a written notification to the email address used to create your eharmony account that includes a written description of the Dispute and a description of the specific relief we seek. If the Dispute is not resolved to our satisfaction within 45 days after you receive our written notification, we may pursue our Dispute in arbitration. Either party may communicate directly with the other in an effort to satisfy or resolve any Dispute, including by communicating any offers or demands.
- c. Arbitration Procedures:** If this Arbitration Agreement applies and the Dispute is not resolved as provided above (“Pre-Arbitration Claim Resolution”) either you or eharmony may initiate arbitration proceedings. The American Arbitration Association (“AAA”), [www.adr.org](http://www.adr.org) will arbitrate all Disputes, and the arbitration will be conducted before a single arbitrator. The arbitration shall be commenced as an individual arbitration, and shall in no event be commenced as a representative or class arbitration. However, this shall not preclude the application of Section 15k below. All issues shall be for the arbitrator to decide, including the scope of this Arbitration Agreement.

For arbitration before the AAA, for Disputes of less than \$75,000 USD, the AAA’s Consumer Arbitration Rules will apply; for Disputes involving \$75,000 USD or more, the AAA’s Commercial Arbitration Rules will apply. In either instance, the AAA’s Optional Rules For Emergency Measures Of Protection shall apply. The AAA rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. This Arbitration Agreement governs in the event it conflicts with the applicable arbitration rules. Under no circumstances will class action procedures or rules apply to the arbitration. However, this shall not preclude the application of Section 15k below.

In the event of a Mass Filing (defined in Section 15k below), the procedures, fees, and costs described in Section 15k will govern notwithstanding any applicable rule of the arbitration provider to the contrary.

Because your contract with eharmony, the Agreement, and this Arbitration Agreement concern interstate commerce, the Federal Arbitration Act (“FAA”) governs the arbitrability of all Disputes. However, the arbitrator will apply applicable substantive law consistent with the FAA and the applicable statute of limitations or condition precedent to suit.

- d. Arbitration Award:** The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law, and will not have the power to award relief to, against or for the benefit of any person who is not a party to the proceeding. The arbitrator shall make any award in writing but need not provide a statement of reasons unless requested by a party. Such award by the arbitrator will be final and binding on the parties,



except for any right of appeal provided by the FAA, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

- e. Location of Arbitration:** The arbitration may be heard in Delaware, as otherwise required by the arbitration provider's rules, or in another location mutually agreed to by the parties. The parties may appear via teleconference as though they were appearing in person unless otherwise ordered by the arbitrator.
- f. Payment of Arbitration Fees and Costs:** The initiating party must pay all filing fees that the arbitration provider requires to be paid by the initiating party. Your and our responsibility to pay other administrative and arbitrator fees and costs will also be as set forth in the applicable arbitration provider's rules, unless the arbitrator determines the claims are frivolous. If a claim is determined to be frivolous, the claimant is responsible for reimbursing the respondent for its portion of all such administrative, hearing, filing, and/or other fees incurred as a result of the frivolous claim. The arbitration provider may also impose such obligation on the claimant's attorneys. Fees, costs, and sanctions may also be awarded in the arbitration against a party of a party's attorney as provided pursuant to applicable law. You may qualify for a waiver of certain arbitration costs under the arbitration provider's rules or other applicable law. If you meet the standard for proceeding in forma pauperis in federal court, Delaware state court, or the courts of your state of residence, cannot obtain a waiver from the arbitration provider of any filing fees you are required to pay, and the arbitration provider refuses to administer the arbitration without your payment of said fees, eharmony will pay the filing fees for you.
- g. Class Action Waiver:** The parties agree that the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, representative action, consolidated action or private attorney general action), except as set forth in Section 15k below, unless both you and eharmony specifically agree in writing to do so following initiation of the arbitration. Neither you, nor any other Registered Member of eharmony and/or user of eharmony services, can be a class representative, class member, or otherwise participate in a class, representative, consolidated or private attorney general proceeding, except as set forth in Section 15k below.
- h. Limitation of Procedural Rights:** You understand and agree that, by entering into this Arbitration Agreement, you and eharmony are each agreeing to arbitration instead of the right to a trial before a judge or jury in a public court. In the absence of this Arbitration Agreement, you and eharmony might otherwise have had a right or opportunity to bring Disputes in a court, before a judge or jury, and/or to participate or be represented in a case filed in court by others (including class actions). You and we give up those rights. Other rights that you or we would have if you or we went to court, such as the right to appeal and to certain types of discovery, may be more limited in arbitration. The right to appellate review of an arbitrator's decision is much more limited than in court, and in general an arbitrator's decision may not be appealed for errors of fact or law.
- i. Severability:** If any clause within this Arbitration Agreement (other than the Class Action Waiver clause above and Mass Filing clause below) is found to be illegal or unenforceable, that clause will be severed from this Arbitration Agreement, and the remainder of this Arbitration Agreement will be given full force and effect. If the Class Action Waiver or Mass Filing clause is found to be illegal or unenforceable, then this entire Arbitration Agreement



will be unenforceable, and the Dispute will be decided by a court.

- j. Continuation:** This Arbitration Agreement shall survive the termination of your contract with eharmony and your use of eharmony Services.
- k. Mass Filing:** If, at any time, 25 or more similar demands for arbitration are asserted against us or related parties by the same or coordinated counsel or entities, or if we assert 25 or more similar demands for arbitration or counterclaims against similarly situated parties, within a period of 60 days or otherwise close in proximity (“Mass Filing”), the additional protocols set forth below shall apply:
- **Acknowledgment of Mass Filing Protocols.** If you or we, or you or our counsel, files a demand for arbitration that fits within the definition of Mass Filing referred to above, then you and we agree that the demand for arbitration shall be subject to the additional protocols set forth in this Mass Filing subsection. If the parties disagree as to whether a series of filings fits within the definition of Mass Filing above, the arbitration provider shall resolve the disagreement. You and we also acknowledge that the adjudication of the dispute may be delayed and that any applicable statute of limitations shall be tolled from the time of filing of the demand for arbitration, and pending resolution of the bellwether proceedings.
  - **Bellwether Arbitrations.** Bellwether proceedings are encouraged by courts and arbitration administrators where there are multiple disputes involving similar claims against the same or related parties. The parties shall select ten individual arbitration claims (five per side), designated the “Initial Test Cases,” to proceed to arbitration. Only the Initial Test Cases shall be filed with the arbitrator. All other claims shall be held in abeyance. This means that the filing fees will be paid only for the Initial Test Cases; for all other demands for arbitration in a Mass Filing, the filing fees (together with any arbitrator consideration of the other demands) will be in abeyance, and neither you nor eharmony will be required to pay any such filing fees. You and eharmony also agree that neither you nor we shall be deemed to be in breach of this Arbitration Agreement for failure to pay any such filing fees, and that neither you nor we shall be entitled to any contractual, statutory, or other remedies, damages, or sanctions of any kind for failure to pay any such filing fees. If, pursuant to this subsection, a party files non-Bellwether Arbitrations with the arbitration provider, the parties agree that the arbitration provider shall hold those demands in abeyance and not refer them to the arbitrator pending resolution of the Initial Test Cases. Unless the claims are resolved in advance or the schedule is extended, the arbitrators will render a final award for the Initial Test Cases within 120 days of the initial pre-hearing conference.
  - **Global Mediation.** Following the resolution of the Initial Test Cases, the parties agree to engage in a global mediation of all the remaining individual arbitration claims comprising the Mass Filing (“Global Mediation”), deferring any filing costs associated with the non-Initial Test Cases until the Initial Test Cases and subsequent Global Mediation have concluded. After the final awards are provided to the mediator in the Initial Test Cases, the mediator and the parties shall have 90 days to agree upon a substantive methodology and make an offer



to resolve the outstanding cases. If the Parties are unable to resolve the outstanding claims during the Global Mediation, the remaining claims shall proceed in court unless the parties agree to an alternative procedure. You and we also acknowledge that any applicable statute of limitations shall be tolled pending resolution of the global mediation process.

- **Arbitration Provider’s Authority to Apply Mass Filing Rules.** Notwithstanding this Section 15k, if a series of arbitration demands is determined by the arbitration provider not to constitute a Mass Filing pursuant to this Arbitration Agreement, but such demands constitute a mass filing pursuant to the arbitration provider’s mass filing rules, the arbitration provider may apply its mass filing rules, procedures, and fees.
- **Enforcement of Subsection.** A Court of competent jurisdiction located in federal or state court in Delaware shall have the power to enforce this subsection 15k.

- 1. Unavailability:** If for some reason AAA is not available to administer the arbitration and you live in California, the arbitration will be administered by ADR Services, Inc. pursuant to its then in-effect arbitration rules and procedures, available at <https://www.adrservices.com/services-2/arbitration-rules/>. If for some reason AAA is not available to administer the arbitration and you live outside of California, the arbitration will be administered by National Arbitration and Mediation pursuant to its most current Comprehensive Dispute Resolution Rules and Procedures, available at <https://www.namadr.com/resources/rules-fees-forms>, or under its most current Supplemental Rules for Mass Arbitrations, as applicable, available at <https://www.namadr.com/content/uploads/2021/12/SupplementalRules12.22.21.pdf>. If none of these arbitration providers is available, including because it is not able to administer the arbitration(s) consistent with the rules, procedures, and terms of this arbitration agreement, including those regarding mass filings, the parties will select an alternative arbitral forum, with comparable fees and procedures for mass filings, if applicable. If the parties cannot agree on an appropriate alternative arbitration provider, then the parties will ask a court of competent jurisdiction to appoint an arbitrator pursuant to 9 U.S.C. § 5 that is able to administer the arbitration(s) consistent with the rules, procedures, and terms of this arbitration agreement, including those regarding mass filings, if applicable. If no such arbitration provider is available, the dispute shall be resolved in state or federal court in Delaware.

## 15. General Provisions.

- a. Right to Seek Injunction.** Violation of this Agreement may cause eharmony irreparable harm, and therefore agree that eharmony will be entitled to seek extraordinary relief in court, including but not limited to temporary restraining orders, preliminary injunctions and permanent injunctions without the necessity of posting a bond or other security, in addition to and without prejudice to any other rights or remedies that eharmony may have for a breach of this Agreement.
- b. Miscellaneous.** This Agreement, which you accept upon registration for the Services, the [Privacy Policy](#) located on the Services, and any applicable payment, renewal, additional Services terms, comprise the entire agreement between you and eharmony regarding the use of this Service, superseding any prior agreements between you and eharmony related



to your use of the Services (including, but not limited to, any prior versions of this Agreement). The FAQ's found on the Services are for informational purposes only and are not deemed to be part of this Agreement. Unless otherwise explicitly stated, the Agreement will survive termination of your registration to the Services. The failure of eharmony to exercise or enforce any right or provision of this Agreement does not constitute a waiver of such right or provision. If any provision of this Agreement is held invalid, the remainder of this Agreement will continue in full force and effect. The section titles in this Agreement are for convenience only and have no legal or contractual effect.

## **16. Digital Millennium Copyright Act Notice.**

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible on the Services, please notify eharmony's copyright agent, as set forth in the Digital Millennium Copyright Act of 1998 (DMCA). For your complaint to be valid under the DMCA, you must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work that you claim is being infringed;
3. Identification of the material that is claimed to be infringing and where it is located on the Services;
4. Information reasonably sufficient to permit eharmony to contact you, such as your address, telephone number, and email address;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
6. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Designated Copyright Agent eHarmony, Inc.  
P.O. Box 189, South Pasadena, CA 91031 USA [copyright@eharmony.com](mailto:copyright@eharmony.com) (only copyrightrelated notices will be accepted at this email address. All other inquiries or requests will be discarded.)

## **17. Revision Date.**

This Agreement was last revised on March 11, 2025.

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