# privacy policy

This Privacy Policy discloses the privacy practices of eHarmony, Inc. ("eharmony", "us", "our", or "we") with respect to your information collected, stored, disclosed and used by eharmony, its subsidiaries and corporate affiliates, through our Services, including our Websites and Applications (as defined in the <u>Terms and Conditions of Service</u> or Agreement).

YOUR USE OF OUR SERVICES IS SUBJECT TO THIS PRIVACY POLICY AND THE APPLICABLE TERMS AND CONDITIONS OF SERVICE. BY USING OUR SERVICES, YOU ARE ACCEPTING THE PRACTICES SET OUT IN THIS PRIVACY POLICY AND THE APPLICABLE TERMS AND CONDITIONS OF SERVICE.

The effective date of this Privacy Policy is noted below. We reserve the right to modify this Privacy Policy at any time, so please review it frequently. If we make material changes to this Privacy Policy, we will update the "last revised" date. Your continued use of any portion of our Services following the posting of the updated Privacy Policy will constitute your acceptance of the changes.

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## 1. What Personal Information We Collect and How We Collect It

In order to provide our Services, we collect information about you that, alone or in combination with other information, can be used to identify you as an individual ("personal information"). What personal information we collect and process when you use our Services depends on how and why you interact with us

*Personal Information You Provide.* When you register for an account or subscribe to any of our Services, we collect a variety of information about you, including your contact information such as your name, email address, contact number, mailing address, date of birth, dating preferences, age range etc. When you sign up for our Services, you may provide us with answers to our proprietary questionnaire (our Compatibility Quiz), which we use to build a personality profile for you and to match you with other compatible singles. You may also choose to provide us with your photo(s), which may contain personal information. By providing us photo(s), you agree that we may make them available to your potential partners and users of eharmony's Services. We may also collect your name, contact information (such as your email), and a copy of your correspondences with us, if you contact us. If you correspond with other eharmony members through the eharmony platform, we will collect and store this information. To process purchases, we may require your name, address, phone number, email address and payment information, including but not necessarily limited to credit or debit card information and associated account information. If you would like us to delete such payment information from our systems, you may contact us as described under the "Contacting Us" section below.

<u>Sensitive Personal Information.</u> During the registration process and while updating your profile, you may provide us with personal information that is considered "sensitive" in your jurisdiction, including but not limited to, your sexual orientation, gender identity religious beliefs, ethnicity and political views. This information is only used by us to provide the services to you. You may change or update your information by accessing your profile at any time or select the "prefer not to specify" option in response to any questions requesting such information.

<u>Surveys.</u> We may periodically conduct voluntary member surveys. We encourage our members to participate in such surveys because they provide us with important information regarding the improvement of our Services. You may also volunteer for certain surveys that we may offer to our users, and any additional rules regarding the conduct of

such surveys will be disclosed to you prior to your participation. We do not link the survey responses to any personal information, and all responses are anonymous.

Personal Information We Automatically Collect. When you access or use our Services, we automatically collect information about how you access and use our Websites and Services. The information we collect includes your IP address, browser type, Internet service provider (ISP), referring/exit pages, platform type, date/time stamp, and number of clicks. If you use a mobile device to access or download any of our Services, we may also collect device information (such as your mobile device ID, model and manufacturer), operating system, and version information. We use this information in the aggregate to analyze trends, administer our Services, prevent fraud, understand how users interact with our Services, and gather demographic information to tailor our visitors' experience on our Services, show them content that we think they might be interested in, and display the content according to their preferences. We do not share this information with third parties.

The technologies we use to automatically collect data from you may include:

1. Cookies & Web Tracking. We use "cookies" to keep track of some types of information while you are accessing or using our Services. Cookies are very small files placed on your computer, and they allow us to count the number of visitors to our Websites and distinguish repeat visitors from new visitors. They also allow us to save user preferences and track user trends. We rely on cookies for the proper operation of our Websites; therefore if your browser is set to reject all cookies, the website will not function properly. Some cookies are automatically erased after the end of the browser session (these are "session cookies"), whereas other cookies are stored for a predetermined amount time or permanently in your browser, before they erase themselves (these are "temporary" or "permanent" cookies). While a cookie may distinguish your device, it will not name you. Almost every website uses cookie technology.

You can find more details about the cookies and pixels that we use for the Websites <a href="here">here</a> and for the Applications <a href="here">here</a>. We have listed the name of each cookie and each other web tracking mechanism, as well as the intended purpose of the cookie or other web tracking mechanism and other important information.

What kind of cookies does eharmony use?

### Strictly necessary cookies

We use certain cookies to make sure that our Websites and our Services are easy, secure and safe to use. Without these cookies, Services that you have asked for (such as secure Websites and Services), would not be possible. This category of cookies includes:

- » Cookies that identify or authenticate our users to ensure that our Service is secure;
- » Cookies that temporarily store certain user entries;
- » Cookies that store certain user preferences (such as your language choices).

### **Analytics cookies**

We use analytics cookies to record usage data about our users (e.g. which users have visited which of our subpages, etc.) and to evaluate this information statistically.

### How can you deactivate or erase our cookies?

You can deactivate cookies on your device via your browser settings; and you can erase any cookies already stored on your device at any time in your browser. Please note, however, that if you choose to deactivate or remove cookies, doing so may prevent certain features on our Websites from working properly and therefore affect your experience on our Websites. In addition, you may not be able to use all the features of our Service if you deactivate or remove cookies.

- 2. Web Beacons. "Web beacons" (also known as "clear gifs" and "pixel tags") are small transparent graphic images that are often used in conjunction with cookies in order to further personalize our website for our users and to collect a limited set of information about our visitors. We may also use web beacons in email communications in order to understand the behavior of our customers.
- 3. Web Analytics. We collect and use statistical information about your use of our Services to make it more user-friendly, to understand our market share, to conduct other market research and to make sure that we display relevant advertisements for you. To this end, we work with various authorized service providers; and we use analytics tools in our Services. However, these tools will not use your IP address, or (if they do), they will shorten it immediately after collection (which means that it will be less clearly be linked to your device). These tools will also generate user profiles by using analytic cookies or by evaluating log files; however these user profiles will not be linked to your real world information and will not name you.
- 4. Promotional e-mails. Promotional e-mail messages we send you may contain code that enables our database to track your usage of the e-mails, including whether the e-mail was opened and what links (if any) were clicked. If you would rather not receive promotional e-mails from us, please see the section below labeled "Choice/Opt-Out."

<u>Personal Information We Receive from Others</u>. In addition to personal information you provide us directly, and that we collect automatically, we also may receive personal information from:

 Fraud-detection and credit-reference agencies to correct our records and help prevent and detect fraud;

- Sources that are available to the public, including government entities, which we might combine with information that we collect from you directly; and
- A family member or someone else acting on your behalf.

We encourage users to refer a friend to our Service by sending us a friend's name and email address. We will send that person a one-time e-mail containing your name and inviting them to visit our site. This e-mail will contain a contact-address to send their request if they want to unsubscribe. We will not keep information about your friend in our database after the email has been sent. If you refer a friend, you agree that you will not abuse this feature by entering names and addresses of those who would not be interested in eharmony's Services. For some of our Services, you may also give gift memberships to your friends, in which case we will use your friends' e-mail address that you provide in order to deliver the gift.

## 2. How and Why We Use Your Personal Information

We use information that we collect about you or that you provide to us, including any personal information, to:

- Provide, improve, and secure our Services;
- Establish and manage user accounts, such as your "My Profile";
- Display the public fields of your profile to your potential partners, including recent login date, user name, photos, videos, and other profile content;
- Provide customer support, troubleshoot issues, manage our Services, and respond to requests, questions, and comments;
- Provide pricing, offer discounts and other promotions, and process transactions;
- Communicate with you about our Services, including order confirmation, refund and renewal processing, notifying of potential partners for our Service, Service announcements and administrative messages;
- Communicate with you regarding promotions, including newsletters, new product
  offerings, special discounts and event notifications. Our communications may
  include advertisements and other third-party promotional materials, campaigns and
  tools;
- Conduct market and consumer research and trend analyses;
- Enable posting on our blogs, forums, and other public communications;
- Perform accounting, auditing, billing, reconciliation, and collection activities including collecting on outstanding and past due account balances;
- Prevent, detect, identify, investigate, and respond to potential or actual claims, liabilities, prohibited behavior, and criminal activity;
- Comply with and enforce legal requirements, agreements, and policies;
- Achieve purposes for which we provide specific notice at the time of collection; and
- For any other purpose with your consent.

One of the methods we use to communicate with you in connection with eharmony's Services may be by telephone or text message (including to any wireless number you may provide to us). For example, you may sign up for a text messaging service ("SMS Verification") which enables eharmony to verify your phone number via a confirmed text message and display such verification in your public account (as a security measure for your potential partners' benefit). If you would rather not receive telephone calls or text messages from us, you may change or delete your number from your account preferences page(s), or ask to be removed from our contact list if you receive a call or text message from us. If you want to opt-out of the SMS Verification service, please send us an e-mail at any time. Please note that we or one of our service providers may contact you by telephone in connection with an outstanding and past due balance on your account. Opting out of receiving telephone calls will not opt you out of receiving calls related to an outstanding balance.

In addition to the uses outlined above, by accessing or using our Services, you agree to allow us to anonymously use the information from you and your experiences to continue our research into successful relationships. This research, conducted by psychologists and behavior research scientists, may be published in academic journals. However, all of your responses will be kept anonymous, and no personal information will be published.

### 3. Mobile Push Notifications

We will send you push notifications if you choose to receive them for purposes of receiving notice of potential partners for our Service, letting you know when someone has sent you a message, or for other Service-related matters. If you wish to opt-out from receiving these types of communications you may turn them off at the device level.

## 4. If Information is Not Provided

If you do not provide us with the personal information we request, this may limit our ability to fulfil the applicable purpose for collection and the Services we are able to provide you. For example, we may not be able to consider or process your payment, match you with other users or provide a particular service you have requested.

## 5. Disclosure of Your Personal Information

<u>In general</u>. We may disclose personal information we collect:

- With current and future organizations that are part of our network of organizations for the purposes described in this Privacy Policy, including with your consent;
- With affiliated and unaffiliated service providers who help us perform and deliver our Services, subject to confidentiality agreements, including: customer care agents;

- technology assistants; service fulfillment; form processing; website management and hosting; information technology and security; email and newsletter delivery; marketing vendors; auditing; collection agencies; and credit card processing;
- With third parties such as advertising partners, including direct partners and advertising networks, and corporate sponsors;
- With the appropriate authorities if we believe disclosure is necessary and appropriate to prevent physical, financial, or other harm, injury, or loss, including to protect against fraud or credit risk;
- With legal, governmental, or judicial authorities as instructed or required by those
  authorities and applicable laws, or in relation to a legal activity, such as in response
  to a subpoena or investigation of suspected illicit or illegal activities, or where we
  believe in good faith that users may be engaged in illicit or illegal activities, or where
  we are bound by contract or law to enable a network partner to comply with
  applicable laws;
- With necessary third parties in connection with, or during negotiations for, an
  acquisition, merger, asset sale, or other similar business transfer that involves all or
  substantially all of our assets or functions where personal information is transferred
  or shared as part of the business assets;
- With your consent or at your direction, such as when you choose to share information or publicly post content and reviews (for example, social media posts); and
- With persons of your choosing and at your discretion, should the Services you are subscribed to allow that functionality.

### In addition, eharmony may disclose personal information as follows.

- <u>To Your Potential Partners.</u> As an integral part of providing the eharmony Service, we will disclose your profile information (including, but not limited to, last login date, whether you are currently online, your compatibility score) to your potential partners. Photos and other profile information posted by you will be available to subscribers that are matched with you. We never share your contact information with your potential partners.
- To Protect Abuse Victims. Notwithstanding any other provision of this Privacy Policy or our Terms and Conditions of Service, we reserve the right, but have no obligation, to disclose any information that you submit to the Services, if in our sole opinion, we suspect or have 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 may be disclosed to authorities that we, in our sole discretion, deem appropriate to handle such disclosure. Appropriate authorities may include, without limitation, law enforcement agencies, child protection agencies, or court officials. You hereby acknowledge and agree that we are permitted to make such disclosure.
- <u>To other Locales.</u> We process all information, including your personal information, via our servers and networks located in the United States and Germany.
   Additionally, some of our service providers may be located in other jurisdictions. By

using our services and expressly assenting to this privacy policy, you have consented to the transfer of your personal information solely for the purpose of providing you the Services for which you have registered or to which you have subscribed. We take all reasonable steps to ensure that all overseas recipients will not hold, use or disclose your personal information inconsistently with applicable law.

## 6. Third-Party Advertising

We may use third-party advertising agencies or other service providers to serve ads on our website on behalf of eharmony. These companies may employ cookies or pixels to measure advertising effectiveness. Any information that these third parties collect via cookies and pixels is anonymous. Some of these third-party advertising agencies may be members of the Digital Advertising Alliance, which offers you the option to opt out of ad targeting from its member agencies by following the procedures listed here or for applications, access the AppChoices website <a href="here">here</a>.

We may also share your personal information (such as your IP address, device identifier or hashed email address) with third-party advertising companies to allow these companies to deliver relevant advertising to you.

We will only share your information with third parties in the ways defined in this Privacy Policy.

## 7. Age Restrictions

We only accept registrations to our Services from users who are 18 years or older (or the age of majority in applicable jurisdictions). If you believe that we may have collected any such personal information through our Services, please notify us as specified below and we will endeavor to delete that information from our systems in accordance with applicable law.

### 8. Custom Audience

We may also use advertising services provided by third-party platforms (such as social networking and other websites). For example, we may provide a hashed version of your email address or other information to help us find audiences that are likely to be interested in our Services.

## 9. Security

We store information in a combination of electronic storage facilities, paper-based files and other records. While we cannot guarantee your personal information is completely secure at all times, we have administrative, organizational, technical, and physical security measures in place to help protect against the loss, misuse and alteration of the information collected and processed. These measures include the use of firewalls, digital certificates, Security Socket Layer (SSL) and encryption technology during credit card transactions and administrative access to site data, as well as other proprietary security measures which are applied to all repositories and transfers of user information.

## 10. "Do Not Track" Signals

We do not process or respond to web browsers "do not track" signals or other similar transmissions that indicate a request to disable online tracking of users who use or visit our Websites. You may, however, disable certain tracking as discussed above (*e.g.*, by disabling cookies). Please consult the "Help" section of your internet browser for more information.

## 11. Links to or Access from Other Sites

You may be able to access your account or content of your account from third party websites, such as social networking sites (e.g., Facebook), by way of various applications. These services will authenticate your identity and provide you with the option to share certain personal information with us such as your name and email address to pre-populate our registration form. The privacy policies and practices of such sites in connection with information you disclose on such sites may differ from the practices of eharmony as set forth in this Privacy Policy. We are not responsible for the privacy policies or practices or the content of any other websites that may provide access to, or be linked to or from, our Services, including that of any social networking sites. Please be aware that, should you choose to use the Facebook or Apple login feature for your eharmony account, you should not permit other persons to use your Facebook or Apple accounts or give other persons your login information for those websites. (See also Terms & Conditions, Section 2(e) ("Exclusive Use").)

## 12. Choice/Opt-Out

You may use the following options for removing your information from our e-mail database if you wish to opt out of receiving promotional emails.

- 1. Click on the "unsubscribe" link on the bottom of the e-mail;
- 2. Send mail to the following postal address letting us know which promotional e-mails you wish to opt-out of:

eHarmony, Inc. P.O. Box 241810 Los Angeles, CA 90024 USA

- 3. For the eharmony Service, select our Help link from your account home page and search our FAQ's to find the answer you are looking for, or send us an e-mail and our Customer Care agents will be happy to assist you; or
- 4. For any Services that allow you to control which e-mails you receive, go to the Notifications page, and uncheck the undesired promotions.

## 13. Right to Access, Delete, Correct/Update Your Personal Information

eharmony provides users the following options to access, delete, correct/update, or delete information previously submitted to us.

eharmony requires that some personal information updates (such as date of birth changes) be processed by our customer care group for verification purposes and to protect other members. In order to make such personal information updates, please contact Customer Care at this link for further assistance.

#### Data Access Request

If you would like to submit a request to access your personal information in accordance with applicable law, you can do so by: (i) clicking on this <a href="link">link</a>, signing in to your account on the linked webpage, and following the instructions to request a copy of your personal information, or (ii) filling out the online Customer Care form available at this <a href="link">link</a>. Please specify in your request the details you would like to know, including any specific pieces of personal information you would like to access.

Please note that your right to know can be exercised without justification and free of charge. However, we may request a fee, notably when requests are unfounded, excessive or have a repetitive character. We are not required to provide access to personal information more than twice in 12 months.

#### **Data Deletion Request**

If you are a **Basic member** (as defined in our <u>Terms and Conditions</u>) and have no unused virtual goods purchases reflected in your account, you can log into your account on our

website, select Data & Settings, Profile Visibility and click "here" or click directly on this <a href="link">link</a> to delete your profile and the data contained in your profile. Please note that this deletion on your own is only possible on our website and not in our apps. If you cannot log in on our Website, you need to submit a data deletion request using the link below.

If you are a **Premium member** (as defined in our <u>Terms and Conditions</u>) or a Basic member who has unused virtual goods purchases in your account, please submit a data deletion request using the link below.

To submit a data deletion request, you can fill out the online form available at this link.

#### **Data Correction Request**

All members may update or correct certain personal information directly in their account (e.g., email address, settings). Other personal information updates and corrections (e.g., date of birth) must be processed by our Customer Care team for verification purposes. In accordance with applicable law, we may not be able to update personal information if we are unsuccessful in verifying your identity or the accuracy of such information. To request a correction/update of any personal information that cannot be self-updated, please contact our Customer Care team at this link.

### **Verification Process**

To protect your privacy, we must verify your identity to process your request for access to specific data, to correct or to delete data. To do that and if you are a **Basic or Premium member**, please login and send us your request through one of the contact links above. If you maintain your eharmony account with a unique eharmony email/password combination (rather than Facebook or Apple login), you may be asked to re-input your login credentials as an additional verification step. If you maintain your eharmony account through Facebook or Apple login, then you may be asked to verify your identity by providing certain information, including but not necessarily limited to: your profile ID or email address associated with your account, and your service password (that is not your personal login password), date of birth, or zip/postal code associated with your account.

If you request your data through the customer care form, we will request certain account information to verify your identity that may include the following: the email address associated with your profile, your profile ID and your service password (that is not your personal login password), your date of birth, and/or your zip/postal code. 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 on our website in the section entitled "My Data & Settings" > "Manage Profile". If you cannot provide us with such information, we will ask you to provide other account information to verify your identity.

We will make good faith efforts to provide you with access to, correct, or delete your data when you request it, but there may be circumstances in which we may not provide access to, correct, or delete data as allowed by law. For example, we are not required to correct or

delete personal information needed to provide a service you've asked us to provide, to detect fraudulent or illegal activity, for bookkeeping or tax purposes (e.g., transaction data), if your identity could not be verified, or data that is required for legal purposes. Also, we are not required to provide access to information that contains legal privilege, if your identity could not be verified, or where the information would compromise others' privacy or other legitimate rights, like intellectual property rights. If we determine that your request for access, deletion, or correction should be denied or restricted for any reason , we will provide you with an explanation of why that determination has been made and a contact point for any further inquiries.

#### **Authorized Agent**

If you wish to designate an authorized agent to make a request on your behalf, please let us know when you make your request. You can designate an authorized agent to make a request on your behalf if: (i) the authorized agent is a natural person or a registered business entity; and (ii) you sign a written declaration that you authorize the authorized agent to act on your behalf.

If you use an authorized agent to submit a request to exercise your right to know or your right to request deletion, please take the following steps:

- Mail your written declaration authorizing the authorized agent to act on your behalf, certified by a California notary public, to this address: eHarmony, Inc., P.O. Box 241810, Los Angeles, CA 90024, Attn: Data Request; and
- Provide any information we request as described above and/or in our response to verify your identity.

If you provide an authorized agent with power of attorney, we will respond to any request from such authorized agent without the steps above.

### **Additional Information**

Any access, deletion or correction requests that can be processed by us will be done so within 45 days from the date we receive your request unless we notify you that an extension is required. In case of an extended completion period, we will process your request within 90 days from the date of your original request. If we are unable to satisfactorily verify your identity, we will not be able to process your request.

You may appeal any refusal by eharmony to act on a request under this section by responding to eharmony's email which includes the refusal language.

We will not discriminate against you for exercising your rights and choices. Some of the functionality and features on our Services, however, may change or no longer be available to you.

## 14. Retention and Storage of Your Personal Information

We retain your personal information for as long as necessary to fulfill the purpose(s) for which it was collected and to comply with applicable legal obligations and based on the criteria set out in this Privacy Policy. Except for information required for accounting or record-keeping purposes, we will generally delete your personal information automatically as follows:

- For Basic Memberships (as defined in the <u>Agreement</u>) we will automatically delete your personal information after 2 years of inactivity.
- For Basic Memberships with unused Match Unlock purchases, we will retain your personal information for 2 years after the Basic Membership becomes inactive (i.e., after your last login), or at the latest 4 years after the date of your last Match Unlock purchase, whichever is earlier.
- Premium Membership data will continue to be stored for the duration of the
  membership unless you request deletion of your profile, provided that there is no
  statutory storage obligation that applies to that information. If your data is subject
  to a mandatory storage period, we will ensure that this information is isolated and
  stored until the expiration of the mandatory retention period. Once your Premium
  Membership is over, your Premium Membership will be converted into a Basic
  Membership. In this case, the description above relating to the retention period of
  Basic member data will apply.

Your personal information may be processed and stored outside of the jurisdiction or country in which you reside by us, an affiliate or an unaffiliated service provider for the purposes set out in this Privacy Policy and, under the laws of these other jurisdictions, in certain circumstances foreign courts, law enforcement agencies or regulatory agencies may be entitled to access your personal information.

For retention of specific categories of personal information, please review our Supplemental Privacy Policy.

## 15. Additional Privacy Information for Certain Jurisdictions

Residents of certain jurisdictions have additional rights under applicable privacy laws, as described in this section.

### A. U.S State Privacy Laws

Residents of certain U.S. states may have additional rights under applicable U.S. state privacy laws, subject to certain limitations, which may include:

- Access. To confirm whether we are processing their personal information and to obtain a copy of their personal information in a portable and, to the extent technically feasible, readily usable format);
- Deletion. To delete their personal information provided to or obtained by us.
- Correction. The right to correct inaccuracies in their personal information, taking into account the nature and purposes of the processing of the personal information.
- Opt-Out. To opt out of certain types of processing, including:
  - to opt out of the "sale" of their personal information:
  - to opt out of targeted advertising by us; and
  - to opt out of any processing of personal information for purposes of making decisions that produce legal or similarly significant effects.

For information on how to exercise your right to access, delete, correct orupdate your personal information, please refer to section 13 above.

eharmony does not sell or share personal information of its users for cross contextual behavioral advertising (as defined in the California Consumer Privacy Act) or for targeted advertising (as defined in various other U.S. state privacy laws), nor does eharmony engage in profiling in furtherance of decisions that produce legal or similarly significant effects and thus, no relevant opt out option is required or available to users.

#### B. Additional Information for California Residents

The California Consumer Privacy Act ("CCPA"), as amended by the California Privacy Rights Act ("CPRA"), provides California residents with certain rights to know the categories of personal information we have collected, used, disclosed, sold or shared about them, including the right to know where that information came from, the business or commercial purposes for the collection, the categories of third parties with and/or to whom that information was shared and/or sold, and the retention period of such information. To the extent you are a California resident, and we collect "personal information" subject to the CCPA, the following applies. This section does not address or apply to our handling of publicly available information or personal information that is otherwise exempt under the CCPA.

Users who have a visual disability may be able to use a screen reader or other text-to-speech or text-to-Braille tool to review the contents of this notice.

Categories of	We may collect	We may collect such	We may disclose	We retain the
personal	such personal	personal	such personal	personal
information:	information from	information to use	information with	information for the
	the following	for the following	the following	following period
	categories of	purposes:	categories of third	unless deleted or
	sources:		parties:	corrected at your
				request:
Identifiers such as a	From the	To enable you to sign	Customer service	For a Premium
real name, alias,	consumer directly.	up for and provide our	providers,	Membership: for the
postal address,	We collect IP	services, to establish	advertising	term of your
unique personal	addresses through	and manage user	networks, data	selected Premium
identifier, online identifier, Internet	web technologies as explained more	accounts, to provide customer support and	analytics service providers, social	Membership.
Protocol address,	fully in Section 1	respond to requests,	networks with your	For a Basic
email address in	of eharmony's	questions and	consent, marketing	Membership
combination with	Privacy Policy.	comments, to conduct	service providers,	without unused
password, account	Tilvacy Tolley.	data analysis, pricing,	transaction	purchases (e.g.,
name, driver's		marketing, market	processors,	Match Unlocks): for
license number,		research, fraud/abuse	collection agencies,	2 years after the
passport number, or		prevention, for legal	technology service	account becomes
other similar		compliance and	providers ( <i>e.g.</i> ,	inactive.
identifiers.		accounting	content delivery	
		requirements, to	network, fraud	For a Basic
		disclose personal	prevention	Membership with
		profile information to	software), and	unused purchases
		your potential	other members, as	(e.g., Match
		partners as part of our	explained in this	Unlocks): 2 years
		services, to process	Privacy Policy.	after the account
		purchase and other		becomes inactive or,
		transactions, to collect		at the latest, 4 years
		on outstanding and		after the last Match
		past due account balances, to		Unlocks purchase, whichever is earlier.
		communicate with you		winchever is earlier.
		in connection with our		
		services or for		
		promotional purposes,		For valid legal
		for friend referrals you		requests and to
		have requested, to		defend our legal
		ensure the proper and		interests: as
		user-friendly		required.
		operation of our		
		websites and services,		
		and payment		
		processing.		

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Categories of personal information described in subdivision (e) of Section 1798.80.	From the consumer directly.	To enable you to sign up for and provide our services, to establish and manage user accounts, to provide customer support and respond to requests, questions and comments, to conduct data analysis, pricing, marketing, market research, fraud/abuse prevention, for legal compliance and accounting requirements, to disclose personal profile information to your potential partners as part of our services, to process purchase and other transactions, to collect on outstanding and past due account balances, to communicate with you in connection with our services or for promotional purposes, for friend referrals you have requested, and payment processing.	Customer service providers, advertising networks, data analytics service providers, social networks with your consent, marketing service providers, transaction processors, collection agencies, technology service providers (e.g., content delivery network, fraud prevention software), and other members, as explained in this Privacy Policy.	For a Premium Membership: for the term of your selected Premium Membership.  For a Basic Membership without unused purchases (e.g., Match Unlocks): for 2 years after the account becomes inactive.  For a Basic Membership with unused purchases (e.g., Match Unlocks): 2 years after the account becomes inactive or, at the latest for 4 years after the last Match Unlocks purchase, whichever is earlier.  For valid legal requests and to defend our legal interests: as long as required.
Characteristics of protected classifications under California or federal law (e.g. race, ethnic origin, religious beliefs, sexual orientation, gender identity).	From the consumer directly.	Where you chose to provide such information, solely to provide our services to you (e.g., as part of your registration of an account, creating or updating your profile, calculating compatibility scores, matching you with	Customer Service providers, marketing service providers, technology service providers (e.g., content delivery network, fraud prevention software) and other members, as	For a Premium Membership: for the term of your selected Premium Membership.  For a Basic Membership without unused purchases (e.g., Match Unlocks): for

		other users, and disclosing profile information to your potential partners.	explained in this Privacy Policy.	2 years after the account becomes inactive.  For a Basic Membership with unused purchases (e.g., Match Unlocks): 2 years after the account becomes inactive or, at the latest for 4 years after the last Match Unlocks purchase, whichever is earlier.  For valid legal requests and to defend our legal interests: as long as required.
Commercial information, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	From the consumer directly.	To provide our services, to establish and manage user accounts, to provide customer support and respond to requests, questions and comments, to conduct data analysis, pricing, marketing, fraud/abuse prevention, for legal compliance and accounting requirements, to process purchase and other transactions, to collect on outstanding and past due account balances, to communicate with you	Customer service providers, advertising networks, data analytics service providers, marketing service providers, transaction processors, collection agencies, and technology service providers (e.g., content delivery network, fraud prevention software).	For a Premium Membership: for the term of your selected Premium Membership.  For a Basic Membership without unused purchases (e.g., Match Unlocks): for 2 years after the account becomes inactive.  For a Basic Membership with unused purchases (e.g., Match Unlocks): 2 years after the account

		in connection with our services or for promotional purposes, and payment processing.		becomes inactive or, at the latest for 4 years after the last Match Unlocks purchase, whichever is earlier.  For accounting purposes, valid legal requests and to defend our legal interests: as long as required.
Internet or other electronic network activity information, including, but not limited to, information regarding a consumer's interaction with an Internet Web site, application, or advertisement.	We collect consumers' interactions with our website through web technologies as explained in Section 1.	To provide our services, to disclose profile information to your potential partners, as part of our services (e.g., your last login date, when you are currently online), for security, compliance and legal reasons, to ensure the proper and userfriendly operation of our websites and services, to conduct data analysis, pricing, and marketing.	Advertising networks, data analytics service providers, marketing service providers, and other members as explained in this Privacy Policy.	For a Premium Membership: for the term of your selected Premium Membership.  For a Basic Membership without unused purchases (e.g., Match Unlocks): for 2 years after the account becomes inactive.  For a Basic Membership with unused purchases (e.g., Match Unlocks): 2 years after the account becomes inactive or, at the latest for 4 years after the last Match Unlocks purchase, whichever is earlier.  For valid legal requests and to defend our legal

				interests: as long as required.
Geolocation data.	We collect zip codes from consumers directly. We collect IP addresses through web technologies as explained more fully in Section 1.	To provide our services, to disclose profile information to your potential partners, as part of our services (e.g. radius search), to conduct data analysis, and fraud/abuse prevention, and for legal compliance.	Customer service providers, data analytics service providers, technology service providers (e.g., content delivery network, fraud prevention software), and other members as explained in this Privacy Policy.	For a Premium Membership: as long as the Premium Membership is in effect. For a Basic Membership without unused Match Unlocks: for 2 years after account becomes inactive. For a Basic Membership with unused Match Unlocks: for 4 years after the last Match Unlocks purchase was made OR 2 years after account becomes inactive, whichever is earlier.  IP addresses are retained for [add timeframe].  For valid legal requests and to defend our legal interests: for as long as required.
Audio, electronic, visual, or similar information (e.g., pictures).	From the consumer directly.	To provide our services, to disclose profile information to your potential partners, as part of our services (e.g. profile photos), fraud/abuse prevention, and for legal compliance.	Customer service providers, data analytics service providers, social networks with your consent, technology service providers (e.g., content delivery network, fraud prevention	For a Premium Membership: as long as the Premium Membership is in effect. For a Basic Membership without unused Match Unlocks: for 2 years after account

			software), and other members as explained in this Privacy Policy.	becomes inactive. For a Basic Membership with unused Match Unlocks: for 4 years after the last Match Unlocks purchase was made OR 2 years after account becomes inactive, whichever is earlier.  For valid legal requests: the timeframe provided in such request.
Professional or employment-related information.	From the consumer directly.	To provide our services, to disclose profile information to your potential partners, as part of our services (e.g. your occupation), to conduct data analysis, pricing, marketing, market research, fraud/abuse prevention, and for legal compliance.	Customer service providers, data analytics service providers, technology service providers (e.g., content delivery network, fraud prevention software), and other members as explained in this Privacy Policy).	For a Premium Membership: as long as the Premium Membership is in effect. For a Basic Membership without unused Match Unlocks: for 2 years after account becomes inactive. For a Basic Membership with unused Match Unlocks: for 4 years after the last Match Unlocks purchase was made OR 2 years after account becomes inactive, whichever is earlier.  For valid legal requests and to defend our legal interests: for as long as required.

Education information, defined as information that is not publicly available personally identifiable information as defined in the Family Educational Rights and Privacy Act (20 U.S.C. section 1232g, 34 C.F.R. Part 99) (e.g., whether you went to college).	From the consumer directly.	To provide our services, to disclose profile information to your potential partners, as part of our services pricing, marketing, market research, fraud/abuse prevention, and for legal compliance.	Customer service providers, data analytics service providers, technology service providers (e.g., content delivery network, fraud prevention software), and other members as explained in this Privacy Policy.	For a Premium Membership: as long as the Premium Membership is in effect. For a Basic Membership without unused Match Unlocks: for 2 years after account becomes inactive. For a Basic Membership with unused Match Unlocks: for 4 years after the last Match Unlocks purchase was made OR 2 years after account becomes inactive, whichever is earlier.  For valid legal requests: the timeframe provided in such request.
Inferences drawn from any of the information identified in this chart to create a profile about a consumer reflecting the consumer's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	From the consumer directly. The inferences we draw relate to the compatibility quizzes consumers take and personal information consumers provide in their profile to match with other potential partners.	To provide our services, (e.g., calculate compatibility scores and match you with other users); to disclose personal profile information to your potential partners as part of our services; to communicate with you in connection with our services or for promotional purposes; to ensure the proper and user-friendly operation of our websites and services;	Customer service providers, data analytics service providers, technology service providers (e.g., content delivery network, fraud prevention software), and other members as explained in this Privacy Policy.	For a Premium Membership: for the term of your selected Premium Membership.  For a Basic Membership without unused purchases (e.g., Match Unlocks): for 2 years after the account becomes inactive.  For a Basic Membership with unused purchases

to evaluate usage data and understand how users interact with our websites and services; to improve our websites and services.	(e.g., Match Unlocks): 2 years after the account becomes inactive or, at the latest for 4 years after the last Match Unlocks purchase, whichever is earlier.
	For valid legal requests and to defend our legal interests: as long as required.

We have not necessarily collected all specific pieces of personal information listed for any given person.

We do not knowingly collect, share, or sell the personal information of minors under 16 years of age.

California residents have the right to limit the use and disclosure of their sensitive personal information (if it is used to draw inferences about the individual). eharmony only uses sensitive personal information for purposes permitted under the CCPA. Thus, no relevant option to limit the use of sensitive personal information is available to users.

## 16. Dispute Resolution

If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, please contact us at the address or email address listed above.

### 17. Contact Us

Contact for More Information or Questions?

If you have any questions about this section or about exercising your rights described above, you can contact us by mailing us at:

eharmony, Inc. 10900 Wilshire Blvd., Suite 17 Los Angeles, CA 90024

Or you can reach us by email at: <a href="mailto:privacy@eharmony.com">privacy@eharmony.com</a>.

### 18. Effective Date

This privacy statement was last revised on Month Day 2024.

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