

## Terms of Service

This is a legal agreement ("Agreement") between you and eHarmony, Inc., a Delaware corporation ("eHarmony"), which may be contacted at P.O. Box 3640, Santa Monica, CA 90408 USA. By accessing the eHarmony U.S. web site, currently located at [www.eHarmony.com](http://www.eHarmony.com) (the "Site"), and using any of the Services (as defined below) accessible through the Site, you become a user and agree to, and are bound by, the terms and conditions of this Agreement for as long as you continue to use the Site or Services. **IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT USE THE SITE OR 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.

The eHarmony services consist of the following, without limitation: a service for single people ("Singles Service"), interactive content and community services such as [eHarmonyAdvice](#) ("Content Services"), any premium services offered by or on behalf of eHarmony ("Premium Services"), and [eHarmonyLabs](#) services ("Labs") (collectively, the "Services"). eHarmony may offer additional 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, with or without notice. Your continued use of this Site or 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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*U.S. v. Nosal, No. 10-10038 archived on March 13, 2012*

### 1. Eligibility.

- Minimum Age.** You must be at least 13 years old to use the Site (or the age of majority in your jurisdiction, if it is older), and 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. Other Services may have other age requirements for all or portion of such Services, and such other age requirements are stated on such Services or portions thereof.
- Marital Status.** By requesting to use, registering to use, or using the Singles Service, you represent and warrant that you are not married. If you are separated, but not yet legally divorced, you may not request to use, register to use, or use the Singles Service.
- 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 and/or are not required to register as a sex offender with any government entity. **EARMONY DOES NOT CURRENTLY CONDUCT CRIMINAL BACKGROUND SCREENINGS ON ITS MEMBERS.** However, eHarmony reserves the right to conduct any criminal background check, at any time and using available public records, to confirm your compliance with this subsection.
- Meeting Matching System Criteria.** The Singles Service requires your completion of the Registration Questionnaire, along with eHarmony's ability to find good matches for you. Occasionally, the eHarmony matching system cannot identify high quality compatible matches for a given individual, in which case the Singles Service cannot be provided.

### 2. Use of Site and Service.

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

- 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. You acknowledge that eHarmony is not responsible for third party access to your account that results from theft or misappropriation of your user names and passwords.
- Geographic Limitations.** The Site and Services are intended for use in the United States. 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. You are not located in, under the control of, or a national or resident of any country which the United States has (i) embargoed goods, (ii) identified as a "Specially Designated National", or (iii) placed on the Commerce Department's Table of Denial Orders. Registration for, and use of, the Services are void where prohibited. To the extent that the Services are not legal in your jurisdiction, you may not use the Services. The Services may not be used where prohibited by law.
- Information Submitted.** You are solely responsible for, and assume all liability regarding, (i) the information and content you contribute to the Service; (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.
- 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 will be provided to you prior to entering the "Open Communication" phase with your matches in the Singles Service and is available at the bottom of all pages of the Singles Service.

- e. **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.
- f. **Reporting of Violations.** You will promptly report to eHarmony any violation of the Agreement by others, including but not limited to, Registered Users.
- g. **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 request of any third party.
- h. **Posting and Communication Restrictions.** Postings on the Content Services currently known as eHarmonyAdvice ("Advice") will follow the Advice [Community Guidelines](#), in addition to the terms of this Agreement. In addition to the foregoing, you will not post on the Services, transmit to other users, communicate any content (or links thereto), or otherwise engage in any activity on the Site or through the Services, that:
- i. promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
  - ii. is intended to or tends to harass, annoy, threaten or intimidate any other users of the Site or Services;
  - iii. is defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, obscene or otherwise objectionable;
  - iv. contains others' copyrighted content (e.g., music, movies, videos, photographs, images, software, etc.) without obtaining permission first;
  - v. contains video, audio photographs, or images of another person without his or her permission (or in the case of a minor, the minor's legal guardian);
  - vi. 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, obtain others' identity information, create or disseminate computer viruses, or circumvent copy-protect devices;
  - vii. intended to defraud, swindle or deceive other users of the Services;
  - viii. contains viruses, time bombs, trojan horses, cancelbots, worms or other harmful, or disruptive codes, components or devices;
  - ix. promotes or solicits involvement in or support of a political platform, religion, cult, or sect;
  - x. 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;
  - xi. is off-topic, meaningless, or otherwise intended to annoy or interfere with others' enjoyment of the Site;
  - xii. impersonates, or otherwise misrepresents affiliation, connection or association with, any person or entity;
  - xiii. solicits gambling or engages in any gambling or similar activity;
  - xiv. uses scripts, bots or other automated technology to access the Site or Services;
  - xv. uses the Site or Services for chain letter, junk mail or spam e-mails;
  - xvi. collects or solicits personal information about anyone under 18; or
  - xvii. is in any way used for or in connection with spamming, spimming, phishing, trolling, or similar activities.
- i. **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.
- j. **No Advertising or Commercial Solicitation.** You will not advertise or solicit any user to buy or sell any products or services through the Site or Services. You may not transmit any chain letters, junk or spam e-mail to other users. 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, but that the amount of such harm would be extremely difficult to ascertain. As a reasonable estimation of such harm, you agree to pay eHarmony \$50 for each such unsolicited communication you send through the Services.
- k. **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.
- l. **Selection of Profiles.** From time to time, your profile may be selected to introduce you to specific compatible matches, in which case we may offer you a limited complimentary subscription (if you are not already a subscriber) in order to enable you to meet such specific match. You will be under no obligation to accept such complimentary subscription or to meet with or communicate with the match(es) we may introduce to you.
- m. **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.

### 3. Proprietary Rights.

- a. **Ownership of Proprietary Information.** You hereby acknowledge and agree that eHarmony is the owner of highly valuable proprietary information, including without limitation, the patented compatibility matching system, compatibility profiles, and relationship questionnaires (collectively, "Confidential Information"). eHarmony owns and hereby retains all proprietary rights in the Services and the Site, 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 copyrighted 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 or the Site.
- d. **License to Posted Content.** By posting information or content to any profile pages or public area of the Services such as Advice, 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, publicly perform, publicly display 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 Site (e.g., rating of user photos or profiles by other users) in which you may voluntarily choose to participate, in accordance with the additional terms and conditions of such features or programs. By your voluntary participation in such features or programs, you grant us the 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.** For information about the collection and possible use of information and material provided by you, please click on eHarmony's [Privacy Statement](#) located on the Site. By using the Site or the Services, you are consenting to the terms of eHarmony's [Privacy Statement](#).
- b. **No Contact Information.** You agree that you will not post any e-mail addresses, personal website address or profile page you may have on a third party website, or other contact information in the "About Me" section of the Singles Service or in any other communications you may have with other users. You may, at your discretion, exchange such information after you reach the "Open Communication" phase with your match.
- c. **Disclosure By Law.** You acknowledge and agree that eHarmony may disclose information you provide if required to do so by law, at the request of a third party, 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 Statement](#), 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 may be disclosed to authorities that eHarmony, in its sole discretion, deems 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 eHarmony is permitted to make such disclosure.
- e. **Use of Anonymous Information for Research.** 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, all of your responses will be anonymous, and we will not publish research containing your personal identifying information.

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

The Services may contain links to web sites of third-parties, including without limitation, advertisers, which are not under the control of eHarmony, and eHarmony is not responsible for the content of any linked site or any link contained in a linked site, or any changes or updates to such web sites. 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 web site. Your correspondence or business dealings with, or participation in promotions of, advertisers or sweepstakes 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 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 sponsors, or as the result of the presence of such advertisers on the Services. Please visit our [Privacy Statement](#) to learn more about how we use your information.

#### 6. Disclaimer of Warranty.

- a. **No Warranties.** THIS SECTION WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EHARMONY PROVIDES THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS AND GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES OR THE SITE (INCLUDING ALL INFORMATION CONTAINED THEREIN), INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. EHARMONY DOES NOT WARRANT THAT YOUR USE OF THE SERVICES WILL BE SECURE, UNINTERRUPTED, ALWAYS AVAILABLE, ERROR-FREE OR WILL MEET YOUR REQUIREMENTS, OR THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED. EHARMONY DISCLAIMS LIABILITY FOR, AND NO WARRANTY IS MADE WITH RESPECT TO, THE CONNECTIVITY AND AVAILABILITY OF THE SERVICES.
- 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 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. 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 warranty of any kind, and may be modified or discontinued at eHarmony's sole discretion. The provisions of this Disclaimer of Warranty section apply with full force to such features or tools.

#### 7. Limitation of Liability.

- a. **Incidental Damages and Aggregate Liability.** IN NO EVENT WILL EHARMONY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR INDIRECT 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. 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 OR THE SITE, 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 US\$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 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, 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 and its contractors may use various ways of verifying information that users have provided. However, none of those ways are perfect, and you agree that eHarmony and its contractors will have no liability to you arising from any incorrectly verified information.

#### 8. Indemnification.

You agree to indemnify, defend and hold harmless eHarmony, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of (a) your use of or inability to use the Site or 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. 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.

## 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 website, or e-mail us by clicking [here](#). Law enforcement officials may send correspondence (such as subpoenas, court orders and warrants) to eHarmony via facsimile at (626) 628-3467. All other communication or inquiries sent to this facsimile number will be discarded.

## 10. Communication and Privacy.

We may use your email address to send you messages notifying you of important changes to the Services or special offers. Further, we may contact you by telephone if you voluntarily provide us with your telephone number, in order to communicate with you regarding the Services. If you do not want to receive such email messages or telephone calls (including at any wireless number you may have voluntarily provided us), please refer to our [Privacy Statement](#) to review your options.

## 11. Term and Termination.

This Agreement will become effective upon your acceptance of the Agreement by your use of the Site or 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 at any time at our sole discretion. In the event your access to any of the Services is suspended due to the breach of this Agreement, you agree that all fees then paid to eHarmony by you will be nonrefundable and all outstanding or pending payments will immediately be due. 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 3640, Santa Monica, CA 90408 USA. Following any termination of any Registered User's use of the Singles Service, eHarmony reserves the right to send a notice thereof to other Registered Users which whom you have corresponded.

## 12. Cancellations.

- 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 the "Account Settings" page under the "My Settings" option on your membership home page, clicking on "Cancel My Subscription" or "Close Account" 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.
- b. **3-Day Cancellation.** Regarding the Singles Service, you, the buyer, may cancel the Agreement, without any penalty or obligation, at any time prior to midnight of the third business day following the date of this Agreement, excluding Sundays and holidays. To cancel this Agreement, mail or deliver a signed and dated notice, or send a telegram which states that you, the buyer, are canceling this Agreement, or words of similar effect. This notice under this Section shall be sent to eHarmony, Inc., Attn: Cancellations, P.O. Box 3640, Santa Monica, CA 90408 USA. You may receive further information on this process by clicking [here](#). For Singles Services, the day that you submit a completed subscription form will be the date of this Agreement. Any refunds under this 3-day cancellation policy will be made within 10 days after eHarmony's receipt of your cancellation notice.
- c. **Cancellation As a Result of Death or Disability.** If by reason of death or disability you are unable to receive all Singles Services for which you contracted, you or your estate may elect to be relieved of the obligation to make payments for services other than those received before death or the onset of disability, except as provided in subsection (iii).
  - i. If you have prepaid any amount for the Singles Service, so much of the amount prepaid that is allocable to services that you have not received will be promptly refunded to you or your representative.
  - ii. "Disability" means a condition which precludes you from physically using the Singles Service during the term of disability and the condition is verified in writing by a physician designated and remunerated by you. Written verification from the physician must be presented to eHarmony.
  - iii. If the physician determines that the duration of the disability will be less than six (6) months, eHarmony may extend the term of the Single Services contract for a period of six (6) months at no additional charge to you in lieu of cancellation.

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

In order to provide continuous service, eHarmony automatically renews all paid subscriptions for the Services on the date such subscriptions expire. Such renewals are generally for the same duration as the original subscription term (for example, a 1-month subscription will renew on a monthly basis, a 3-month subscription will renew on a 3-month basis, and so on), except for annual subscriptions which will renew on a monthly basis after expiration of the annual period. In addition, we sometimes offer special promotions that have renewal periods of different duration than the original subscription term. We always communicate renewal periods to you upon confirmation of your subscription and in the body of any special promotions that have renewal periods of different duration than the original subscription term. By entering into this Agreement, you acknowledge that your account will be subject to the above-described automatic renewals. In all cases, if you do not wish your account to renew automatically, please follow the directions set out under "Cancellation At Any Time With No Refund" above.

## 14. Specific Terms Controlling the Premium Services.

Use of the Premium Services shall be subject to the additional terms and conditions found [here](#).

## 15. General Provisions.

- a. **Controlling Law and Jurisdiction.** You agree that California law (without giving effect to its conflicts of law principles) will govern this Agreement, the Site and the Services and that any dispute arising out of or relating to this Agreement, the Site or the Services will be subject to the exclusive jurisdiction and venue of the federal and state courts in the Central District of California. You acknowledge and agree that any 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 Statement](#) located on the Site, 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 this Site or Services (including, but not limited to, any prior versions of this Agreement). The FAQs 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 Service. 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. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Site or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. 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 this Site, 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 Site;
4. Information reasonably sufficient to permit eHarmony to contact you, such as your address, telephone number, and e-mail 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 3640, Santa Monica, CA 90408 USA

Fax: (626) 578-7765

[copyright@eharmony.com](mailto:copyright@eharmony.com) (only DMCA 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 May 9, 2011.

Copyright © 2000-2012 eHarmony, Inc. All Rights Reserved. EHARMONY, COMPATIBILITY PROFILE, COMPATIBILITY MATCHING SYSTEM, EXPERIENCE A LIFETIME OF LOVE, FALL IN LOVE FOR ALL THE RIGHT REASONS, WHO KNEW SCIENCE AND LOVE WERE SO COMPATIBLE?, A BETTER MARRIAGE. A BETTER LIFE., PHOTO NUDGE, 20 DIMENSIONS, EHARMONY LABS, MARRIAGE ACTION PLAN, SECURE CALL, PROFILE ADVISOR and several other marks, colors, and images are registered and common law trademarks of eHarmony, Inc. Other trademarks and brands are the property of their respective owners.

US Patent No. 10-10038 archived on March 13, 2012

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