Match Media Group Website Privacy Policy

Last Updated: December 2020

This privacy policy (the "Privacy Policy") explains how Match Group, LLC, 8750 N. Central Expressway, Suite 1400, Dallas, Texas, 75231 ("we," or "us") process your personal information when you use (the "Site").

This Privacy Policy does not apply to the use of websites or applications other than matchmediagroup.com, including those operated by Match Group operating businesses, such as Tinder, Match.com, OkCupid, Plenty of Fish, Pairs or others. We refer you to each website's / applications' respective privacy policy.

1. What information we collect from you

We process the limited information you give to us on or using the Site. This includes information that can identify you ("personal information"), such as your first and last name, telephone or fax number(s), email address, title, company, reason(s) for reaching out and exchanges you may then have with us.

In addition, if you complete a credit application, you agree that we or our vendors may pull credit reporting information (which may include name and date of appointment of your company's director(s)) for use in determining whether we will extend credit to you and to contact you. The information you provide to us will only be used for these purposes.

2. How we use your information

We use your personal information to respond to your inquiries, to contact you and to pull credit reporting information for use in determining whether we will extend credit to you if you submit such an application.

We keep your personal information only as long as we need it for legitimate business purposes and as permitted by applicable law.

3. With whom we share your information

We may share your personal information with the following entities:

- Third-party vendors who provide services or functions on our behalf, including operation of the website, analytics, customer service, corporate reporting, investor relations, distribution of surveys and in pursuance of the goals set out in Section 2 herein. These third-party vendors have access to and may collect information only as needed to perform their functions and are not permitted to share or use the information for any other purpose.
- Companies within our corporate family. We may share your personal information with our parent company and corporate affiliates only as needed to respond to your inquiries or otherwise as described in Section 2 herein. Any such corporate affiliate will follow practices that are at least as restrictive as the practices described in this Privacy Policy.

• Credit reporting agencies, as necessary to determine whether we will extend credit to you and only if you submit such an application.

We also may share your information:

- In response to subpoenas, court orders, or other legal process; to establish or exercise our legal rights; to defend against legal claims; or as otherwise required by law. In such cases we reserve the right to raise or waive any legal objection or right available to us.
- When we believe it is appropriate to investigate, prevent, or take action regarding illegal or suspected illegal activities; or to protect and defend the rights, property, or safety of our company, our customers, or others.
- In connection with a corporate transaction, such as a divestiture, merger, consolidation, or asset sale, or in the unlikely event of bankruptcy.
- Other than as set out above, you will be notified when personal information about you will be shared with third parties, and you will have an opportunity to choose not to have us share such information.
- We also may share aggregate or anonymous information with third parties, including advertisers and investors. This information does not contain any personal information and is used to develop content and services we hope you will find of interest.

4. Cookies and other technologies

Cookies are small data text files and can be stored on your computer's hard drive (if your web browser permits). This website uses cookies for the following general purposes:

- To help us recognize your browser as a previous visitor and save and remember any preferences that may have been set while your browser was visiting our Site.
- To help measure and research the effectiveness of website features and offerings and email communications (by determining which emails you open and act upon).

The Help portion of the toolbar on most browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether.

This Site may also use web beacons (also known as clear gifs, pixel tags or Web bugs), which are tiny graphics with a unique identifier, similar in function to cookies, that are placed in the code of a web page. We use web beacons to monitor the traffic patterns of users from one page within our Site to another, to deliver or communicate with cookies, to understand whether you have come to our Site from an online advertisement displayed on a third-party website, and to improve Site performance. We also may allow our service providers to use web beacons to track the visitor traffic and actions on our Site. This helps us measure the effectiveness of our content and other offerings.

5. Your Rights

We want you to be aware of your privacy rights. Here are a few key points to remember:

• <u>Reviewing your information</u>. Applicable privacy laws may give you the right to review the personal information we keep about you. You can exercise this right by <u>contacting us</u>.

• <u>Updating your information</u>. If you believe that the information we hold about you is inaccurate or that we are no longer entitled to use it and want to request its rectification, deletion, object to or restrict its processing, please <u>contact us</u>.

For your protection, we may ask you to provide proof of identity before we can answer the above requests.

Keep in mind, we may reject requests, including if we are not able to authenticate you, if the request is unlawful or invalid, or if it may infringe on trade secrets or intellectual property or the privacy or other rights of others.

Also, we may not be able to accommodate certain requests to object to or restrict the processing of personal information, notably where such requests would not allow us to provide our service to you anymore.

6. External links

If any part of this website links you to other websites, those websites do not operate under this Privacy Policy. We recommend you examine the privacy statements posted on those other websites to understand their procedures for collecting, using, and disclosing personal information.

7. Visiting our website from outside the United States

If you are visiting our website from outside the United States, please be aware that your information may be transferred to, stored, and processed in the United States where our servers are located and our central database is operated. The data protection and other laws of the United States and other countries might not be as comprehensive as those in your country, but please be assured that we take steps to ensure that your privacy is protected. By using our services, you understand that your information may be transferred to our facilities and those third parties with whom we share it as described in this Policy.

8. Changes to this Privacy Policy

We may update this Privacy Policy in the future. We will notify you about material changes to this Privacy Policy by sending a notice to the e-mail address you provided to us or by placing a prominent notice on our website.

9. How you can contact us

If you have questions about this Privacy Policy or would like to request a copy, the rectification or the deletion of personal information you sent us using the Site, please <u>Contact Us</u>.

If you have any question about how personal information is processed in relation to our operating services, such as Tinder, Match.com, OkCupid, Plenty of Fish, Pairs or others, we refer you to each website's / applications' respective privacy policy.

Match Group Website Terms of Use Agreement

Last Updated: January 21, 2021

This Terms of Use Agreement (the "Agreement") constitute a binding agreement between Match Group, LLC ("Match Group," "we," or "us") and you concerning your use of (the "the Site"). By visiting the Site, you accept this Agreement. If you do not wish to be bound by this Agreement, do not use the Site.

This Agreement does not apply to the use of websites or applications operated by Match Group operating businesses, such as Tinder, Match.com, OkCupid, Plenty of Fish, Meetic, or others. We refer you to each website's / applications' respective terms of use for the terms applicable to use of such website.

1. License to Use the Site

Match Group grants you a limited, non-exclusive license to access and view content on the Site for your own personal, non-commercial purposes. This license is personal to you and may not be assigned or sublicensed to anyone else. Except as expressly permitted by Match Group in writing, you will not reproduce, redistribute, sell, create derivative works from, decompile, reverse engineer, or disassemble the Site. Nor will you take any measures to interfere with or damage the Site. All rights not expressly granted by Match Group are reserved.

2. Privacy

Match Group believes in protecting your privacy. Please <u>click here</u> to review our current Privacy Policy, which also governs your use of the Site, to understand our practices.

3. Submissions

You may submit inquiries or feedback to Match Group through the email addresses listed on the Site. Do not submit information that would be considered proprietary and confidential. Match Group is not required to review any submission of content. To the extent you submit any ideas or feedback to Match Group, you grant Match Group a perpetual, worldwide, royalty-free right and license to use such content for any purpose.

4. Representations and Warranties; Indemnification

You represent and warrant that you have the right and authority to enter into this Agreement and that by doing so, you will not violate any law or breach any obligation to any third party. You will indemnify, defend, and hold harmless Match Group and its affiliates, directors, officers, employees, and agents, from and against all third party actions that: (i) arise from your activities on the Site; and (ii) assert a violation by you of any term of this Agreement.

5. Disclaimers and Limitations on Liability

Match Group reserves the right to modify the Site. You are responsible for providing your own access to the Site. Match Group provides the Site on an "as is" and "as available" basis. You therefore use the Site at your own risk. Match Group expressly disclaims any and all representations or warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. To the fullest extent permitted by law, Match Group shall not be liable, with respect to any claim arising out of or relating to the Site or this Agreement, for (i) any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data or other intangible losses; and (ii) an amount exceeding USD \$100. Our performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement limits our right to comply with law enforcement or other governmental or legal requests or requirements relating to your use of this Site or information provided to or gathered by us with respect to such use. To the extent allowed by applicable law, you agree that you will bring any claim or cause of action arising from or relating to your access or use of this Site within two (2) years from the date on which such claim or action arose or accrued or such claim or cause of action will be irrevocably waived.

6. Forward-Looking Statements

Information on the Site may include "forward looking statements" which are based on management's belief as well as on a number of assumptions concerning future events made by and information currently available to management. You are cautioned not to put undue reliance on such forward-looking statements. These statements are not a guarantee of performance and are subject to a number of uncertainties and other factors, many of which are outside of Match Group's control, that could cause actual results to differ materially from such statements. Match Group disclaims any intention or obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

7. General

This Agreement shall be governed by the laws of the State of Texas, without regard to principles of conflicts of law.

Any action arising out of or relating to this Agreement or your use of the Site must be commenced in the state or federal courts located in Dallas County, Texas (and you consent to the jurisdiction of those courts). In any such action, Match Group and you irrevocably waive any right to a trial by jury.

If any term of this Agreement is found invalid or unenforceable by any court of competent jurisdiction, that term will be severed from this Agreement. No failure or delay by Match Group in exercising any right hereunder will waive any further exercise of that right. Match Group's rights and remedies hereunder are cumulative and not exclusive.

This Agreement is binding upon and shall inure to the benefit of both parties and their respective successors, heirs, executors, administrators, personal representatives, and permitted assigns. You may not assign this Agreement without Match Group's prior written consent. No third party shall have any rights hereunder. This Agreement may not be modified except by a revised Terms of Use

posted by Match Group on the Site or a written amendment signed by an authorized representative of Match Group. A revised Terms of Use will be effective as of the date it is posted on the Site.

This Agreement constitutes the entire understanding between Match Group and you concerning the subject matter hereof and supersedes all prior agreements and understandings regarding the same.

For any questions about this Agreement, please contact:

Match Group P.O. Box 25472 Dallas, Texas 75225 Attention: Legal Department