

1 David C. Parisi (SBN 162248)
2 dparisi@parisihavens.com
3 Suzanne Havens Beckman (SBN 188814)
4 shavens@parisihavens.com
5 PARISI & HAVENS LLP
6 212 Marine Street, Suite 100
7 Santa Monica, CA 90405
8 Telephone: (818) 990-1299
9 Facsimile: (818) 501-7852

6 Grace E. Parasmo (SBN 308993)
7 gparasmo@parasmoliebermanlaw.com
8 Yitzchak H. Lieberman (SBN 277678)
9 ylieberman@parasmoliebermanlaw.com
10 PARASMO LIEBERMAN LAW
11 7400 Hollywood Blvd, #505
12 Los Angeles, CA 90046
13 Telephone: (646) 509-3913
14 Facsimile: (877) 501-3346

11 Attorneys for Plaintiffs Nick King, Jr.,
12 Deena Fischer, and Elena Weinberger,
13 individually and on behalf of a class of
14 similarly situated individuals

14 **UNITED STATES DISTRICT COURT**
15 **NORTHERN DISTRICT OF CALIFORNIA**

16
17 NICK KING, JR., DEENA FISCHER, and) Case No. _____
18 ELENA WEINBERGER, Individually and on)
19 Behalf of All Others Similarly Situated,) **CLASS ACTION COMPLAINT**
20 Plaintiffs,)
21 v.)
22 BUMBLE TRADING, INC., and BUMBLE)
23 HOLDING LTD.,)
24 Defendants.)

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1 Plaintiffs Nick King, Jr., Deena Fischer, and Elena Weinberger (“Plaintiffs”), individually
2 and on behalf of all others similarly situated, allege as follows based on personal knowledge of their
3 own acts and observations and, otherwise, upon information and belief based on investigation of
4 counsel:

5 **NATURE OF THE CASE**

6 1. Bumble Trading, Inc. and Bumble Holding Ltd. (together “Bumble” or
7 “Defendants”) own, operate, promote, and advertise a popular dating software application called
8 “Bumble.”

9 2. Plaintiffs and class members are consumers in California who subscribed to the
10 company’s premium service, called Bumble Boost, and were charged fees for that service.

11 3. Bumble’s Terms and Conditions of Use (the “Terms” see Exhibit A), which Bumble
12 claims is a contract between Bumble and consumers who use the app, fails to comply with
13 California’s dating service contract law (hereinafter “Dating Service Law” or “DSL”), Cal. Civ.
14 Code §§ 1694, *et seq.* The Terms do not inform consumers of their right to cancel the contract,
15 without penalty or obligation, within three business days, as required under California’s dating
16 service contract law. Cal. Civ. Code § 1694.2.

17 4. Not only does Bumble fail to inform consumers of their right of rescission – Bumble
18 maintains a uniform practice and policy of denying refunds to consumers.

19 5. Bumble’s written Terms and FAQs affirmatively represent that all purchases for
20 premium subscriptions are non-refundable, which directly violates the DSL. Bumble’s failure to
21 comply with the DSL renders Bumble’s contracts with consumers void and unenforceable.

22 6. In addition, Bumble has a uniform policy and practice of automatically renewing
23 consumers’ premium subscriptions without obtaining affirmative consent prior to the consumer’s
24 purchase, without providing the auto-renewal terms in a clear and conspicuous manner prior to the
25 purchase, and without providing an acknowledgement identifying an easy and efficient mechanism
26 for consumers to cancel their subscriptions. Bumble also makes it exceedingly difficult and
27 confusing for consumers to cancel the premium service. These practices and policies violate
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1 California’s Automatic Renewal Law, Cal. Bus. Prof. Code §§ 17600-17606, *et seq.*

2 7. Bumble’s conduct constitutes unlawful, unfair, and fraudulent acts and practices
3 under California’s Consumer Legal Remedies Act, Cal. Civ. Code §§ 1750, *et seq.* (“CLRA”), and
4 California’s Unfair Competition Law (“UCL”), Business & Professions Code, §§ 17200, *et seq.*

5 8. As a direct result of Bumble’s conduct, Plaintiffs and the class members suffered
6 economic injury in the loss of monies paid for premium subscriptions for Bumble’s dating and
7 social referral services, as well as loss of their rescission rights.

8 9. Plaintiffs, on behalf of themselves and class members, seek restitution, declaratory,
9 injunctive, and other equitable relief, statutory damages, actual and treble damages, reasonable
10 attorneys’ fees and costs, and interest, as set forth below.

11 **PARTIES**

12 10. Plaintiff Nick King, Jr., is an individual residing in Los Angeles County, California.

13 11. Plaintiff Deena Fischer is an individual residing in San Diego County, California.

14 12. Plaintiff Elena Weinberger is an individual residing in Santa Clara County,
15 California.

16 13. Defendant Bumble Trading, Inc. is a corporation organized under the laws of
17 Delaware, having its principal place of business in Dallas, Texas.

18 14. Defendant Bumble Holding, Ltd., is a corporation organized under the laws of the
19 United Kingdom having its principal place of business in London, United Kingdom.

20 **JURISDICTION AND VENUE**

21 15. This Court has subject-matter jurisdiction over this action pursuant to 28 U.S.C., §
22 1332, as amended by the Class Action Fairness Act of 2005, in that the aggregate claims of
23 Plaintiffs and the proposed class members exceed the sum or value of \$5,000,000, exclusive of
24 interest and costs.

25 16. There is minimal diversity of citizenship between Plaintiffs and the proposed class
26 members and Defendants in that each Defendant is headquartered outside of the state of California
27 and Plaintiffs are residents of California asserting claims on behalf of themselves and others who
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1 reside in the State of California.

2 17. This Court has personal jurisdiction over Defendants because each do business in
3 and have sufficient minimum contacts with this state, including within this District, and/or have
4 otherwise intentionally availed themselves of the markets in this state through the promotion,
5 marketing, and sale of their products and/or services in this state, and in this District, to render the
6 exercise of jurisdiction by this Court permissible under traditional notions of fair play and
7 substantial justice.

8 18. Venue is proper in this District under 28 U.S.C. § 1391(b)(2) because a substantial
9 part of the events giving rise to the claims occurred in this District.

10 **FACTUAL ALLEGATIONS**

11 **Bumble’s Premium Subscription-Based Dating and Social Referral Service**

12 19. Bumble owns and operates a mobile software application called Bumble (the App).
13 Bumble offers, promotes, advertises, and provides dating and other social referral services directly
14 through the App.

15 20. When the App is downloaded, the owner, developer, and publisher of the App is
16 identified as Bumble Holding, Ltd. According to Bumble, about 40 million people have
17 downloaded the App.

18 21. Upon downloading the app, Plaintiffs and class members enter their names,
19 telephone numbers, addresses, photos and statistics into the App. Based on Bumble’s proprietary
20 algorithm, they are matched with other users through the App.

21 22. Bumble’s premium subscription-based service is offered directly through the App.
22 The premium service is offered for intervals of time, such as one-week, three months, and six
23 months, each of which automatically renew at the end of the term, unless the consumer
24 affirmatively cancels their subscription prior to the end of the subscription period.

25 23. The consumer’s purchase is an “In-App” purchase and the consumer is charged up
26 front for the subscription period.

27
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1 24. At all times during the class period, the premium subscription was offered for a fee.
2 Today, the cost of the premium subscription ranges from \$8.99 to \$139.99.

3 **Bumble’s Terms Violate California’s Dating Service Contract Law**

4 25. California’s DSL is a set of consumer protection statutes that require companies that
5 offer dating services to advise consumers in writing that they have a right to cancel the dating
6 service contract and to assure that consumers are aware of that right to cancel. Cal. Civ. Code §§
7 1694.1 and 1694.2.

8 26. Cal. Civ. Code § 1694(b) defines “online dating service” as any person or
9 organization engaged in the business of offering dating, matrimonial, or social referral services
10 online, where the services are offered primarily online, such as by means of an Internet Web site or
11 a mobile application. Cal. Civ. Code § 1694(b). The statute applies to companies, like Bumble, that
12 provide online dating services and dating services through a mobile application.

13 27. Bumble claims that the Terms create a “contract between [the consumer] and
14 Bumble Trading Inc” and that “once [a consumer] access[es], view[s] or use[s] the App, [they] are
15 going to be legally bound by these Terms...” *See* Exhibit A.

16 28. Bumble’s Terms constitute a “dating service contract” as that term is defined by Cal.
17 Civ. Code § 1694.

18 29. According to the Terms, all purchases through the application are non-refundable.
19 Specifically, the Terms provide: “Once you have requested a Premium Service or In-App Product,
20 you authorize us to charge your chosen Premium Payment Method and your payment is non-
21 refundable.” *See* Exhibit A, section 5.

22 30. Bumble’s FAQ’s also state that all purchases are non-refundable. *See*
23 <https://bumble.com/en-us/faq#> (“I’m not happy with my Bumble Boost subscription. How can I get
24 a refund? As stated in our Terms and Conditions, any purchases made in the Bumble app are non-
25 refundable.”).

26 31. Bumble’s Terms are directly contrary to California consumers’ rights to cancel a
27 dating service contract or offer, until midnight of the third business day after the day on which the
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1 buyer signs an agreement or offer to purchase those services. Cal. Civ. Code § 1694.1(a).

2 32. Bumble’s Terms also fail to include provisions required by Cal. Civ. Code §§ 1694,
3 *et seq.* Specifically, Cal. Civ. Code § 1694.2, requires the following:

4 (b)(1) Every dating service contract shall contain on its face, and in close proximity to the
5 space reserved for the signature of the buyer, a conspicuous statement in a size equal to at
6 least 10-point boldface type, as follows:

6 “You, the buyer, may cancel this agreement, without any penalty or obligation, at any time
7 prior to midnight of the original contract seller's third business day following the date of this
8 contract, excluding Sundays and holidays. To cancel this agreement, mail or deliver a signed
9 and dated notice, or send a telegram which states that you, the buyer, are canceling this
10 agreement, or words of similar effect. This notice shall be sent

10
(Name of the business that sold you the contract)

11”
(Address of the business that sold you the contract)

12
13 (2) Paragraph (1) shall not otherwise apply to an online dating service if the online dating
14 service contract includes the statement in paragraph (1) in a clear and conspicuous manner
15 in a stand-alone first paragraph of the contract.

16 (c)(1) The dating service contract shall contain on the first page, in a type size no smaller
17 than that generally used in the body of the document, the name and address of the dating
18 service operator to which the notice of cancellation is to be mailed, and the date the buyer
19 signed the contract.

20 (2) In the case of an online dating service contract, if the name of the dating service operator
21 and the email address that can be used for cancellation appears in the first paragraph of the
22 contract, in a type size no smaller than that generally used in the body of the document, the
23 other requirements of paragraph (1) shall not apply.

24 33. As a result of Bumble’s violations of California’s DSL, Bumble’s Terms are “void
25 and unenforceable.” Cal. Civ. Code §1694.4(a).

26 34. Bumble violates the law and systemically denies Plaintiffs and class members’
27 requests for refunds.

28 35. Moreover, by affirmatively informing Plaintiffs and class members that they are not
entitled to obtain a refund, Bumble chills the ability of consumers to exercise their statutory
rescission rights.

1 36. Other comparable dating app services, such as Tinder, Match, and others inform
2 California residents of their right to cancel their subscription, without penalty or obligation, at any
3 time prior to midnight of the third business day following the date they subscribed. *See e.g.*,
4 <https://www.gotinder.com/terms/us-2018-05-09> (last visited September 12, 2018);
5 <https://www.match.com/registration/membagr.aspx> (last visited November 5, 2018);
6 <https://www.okcupid.com/legal/terms> (last visited November 5, 2018).

7 37. As a direct result of Bumble’s failure to comply with California’s DSL, Plaintiffs
8 and class members suffered economic injury in that they were deprived of funds due to be returned
9 to them pursuant to their cancellation and refund rights under the law, and they were deprived of
10 their statutory rescission rights to cancel their subscriptions, rescind their contractual agreements,
11 and obtain a refund under the DSL.

12 **Bumble’s Automatic Renewal Policy Violates California Law**

13 38. California’s Automatic Renewal Law, Cal. Bus. Prof. Code, §§ 17600-17606, was
14 enacted in December 2010. The stated intent of the Legislature was “to end the practice of ongoing
15 charging of consumer credit or debit cards or third-party payment accounts without the consumers’
16 explicit consent for ongoing shipments of a product or ongoing deliveries of service.” *See* Cal. Bus.
17 Prof. Code § 17600.

18 39. Cal. Bus. Prof. Code § 17602(a) makes it unlawful for any business that makes an
19 automatic renewal or continuous service offer to a consumer in California to do any of the
20 following:

21 (1) Fail to present the automatic renewal offer terms or continuous service offer
22 terms in a clear and conspicuous manner before the subscription or purchasing
23 agreement is fulfilled and in visual proximity, or in the case of an offer conveyed
24 by voice, in temporal proximity, to the request for consent to the offer....

25 (2) Charge the consumer’s credit or debit card, or the consumer’s account with a
26 third party, for an automatic renewal or continuous service without first obtaining the
27 consumer’s affirmative consent to the agreement containing the automatic renewal
28 offer terms or continuous service offer terms....

 (3) Fail to provide an acknowledgment that includes the automatic renewal or
continuous service offer terms, cancellation policy, and information regarding how
to cancel in a manner that is capable of being retained by the consumer....,

1 40. Cal. Bus. Prof. Code § 17602(b) provides as follows:

2 A business that makes automatic renewal offer or continuous service offer shall
3 provide a toll-free telephone number, electronic mail address, a postal address if the
4 seller directly bills the consumer, or it shall provide another cost-effective, timely,
and easy-to-use mechanism for cancellation that shall be described in the
acknowledgment specified in paragraph (3) of subdivision (a).

5 41. Cal. Bus. Prof. Code § 17601(a) defines the term “automatic renewal” to mean “a
6 plan or arrangement in which a paid subscription or purchasing agreement is automatically renewed
7 at the end of a definite term for a subsequent term.”

8 42. Cal. Bus. Prof. Code § 17601(b) defines the term “automatic renewal offer terms” as
9 the following clear and conspicuous disclosures:

10 (1) That the subscription or purchasing agreement will continue until the consumer
cancels.

11 (2) The description of the cancellation policy that applies to the offer.

12 (3) The recurring charges that will be charged to the consumer's credit or debit card
13 or payment account with a third party as part of the automatic renewal plan or
arrangement, and that the amount of the charge may change, if that is the case, and
the amount to which the charge will change, if known.

14 (4) The length of the automatic renewal term or that the service is continuous, unless
the length of the term is chosen by the consumer.

15 (5) The minimum purchase obligation, if any.

16 43. Under Cal. Bus. Prof. Code § 17601(c) “clear and conspicuous” or “clearly and
17 conspicuously” means in larger type than the surrounding text, or in contrasting type, font, or color
18 to the surrounding text of the same size, or set off from the surrounding text of the same size by
19 symbols or other marks, in a manner that clearly calls attention to the language.

20 44. Cal. Bus. Prof. Code § 17603 provides:

21 In any case in which a business sends any goods, wares, merchandise, or products to
22 a consumer, under a continuous service agreement or automatic renewal of a
purchase, without first obtaining the consumer's affirmative consent as described in
23 Section 17602, the goods, wares, merchandise, or products shall for all purposes be
deemed an unconditional gift to the consumer, who may use or dispose of the same
24 in any manner he or she sees fit without any obligation whatsoever on the consumer's
part to the business, including, but not limited to, bearing the cost of, or
25 responsibility for, shipping any goods, wares, merchandise, or products to the
business.

26 45. Bumble, through the App, offered and continues to offer consumers in California
27 (including Plaintiffs and class members) dating, matrimonial and/or social referral services using a
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1 plan or arrangement in which a paid subscription is automatically renewed at the end of a definite
2 term. Bumble’s premium subscriptions were, and are, “automatic renewal” plans under Cal. Bus.
3 Prof. Code § 17601(a).

4 46. Plaintiffs and class members entered, and continue to enter, into transactions to
5 purchase a premium subscription from Bumble, where Bumble delivered, and continues to deliver
6 dating, matrimonial or social referral services for a fee, and Bumble charged, and continues to
7 charge, Plaintiffs and class members.

8 47. Bumble charged, and continues to charge, Plaintiffs and class members for premium
9 subscriptions. However, Bumble has done so, and continues to do so, without first obtaining
10 Plaintiffs and class members’ affirmative consent to the agreement containing the automatic
11 renewal offer terms or continuous service offer terms.

12 48. Bumble fails to present the automatic renewal offer terms or continuous service offer
13 terms in a clear and conspicuous manner before the subscription or purchase agreement is fulfilled.

14 49. Bumble also makes it exceedingly difficult and confusing for consumers to cancel
15 their premium subscription. Bumble fails to provide consumers with an acknowledgement that
16 includes the automatic renewal or continuous service offer terms, cancellation policy, and
17 information on how to cancel in a manner that is capable of being retained by Plaintiffs and class
18 members, in violation of Cal. Bus. & Prof. Code § 17602(a)(3).

19 50. In fact, Bumble does not provide consumers with an acknowledgement that identifies
20 a toll-free telephone number, electronic mail address, or postal address, or another cost-effective,
21 timely, and easy-to-use mechanism for cancellation, in violation of Cal. Bus. & Prof. Code §
22 17602(b).

23 51. Bumble’s premium subscription for dating and social services is a product provided
24 to Plaintiffs and class members. California Automatic Renewal Law provides that, “[in] any case in
25 which a business sends any goods, wares, merchandise, or products to a consumer, under a
26 continuous service agreement or automatic renewal of a purchase, without first obtaining the
27 consumers affirmative consent as described in Section 17602, the goods, wares, merchandise, or
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1 products shall for all purposes be deemed an unconditional gift to the consumer, who may use or
2 dispose of the same in any manner he or she sees fit without any obligation whatsoever on the
3 consumers' part to the business....”

4 52. As a result, the services provided to Plaintiffs and class members under the
5 subscription plan shall for all purposes be deemed an unconditional gift to them, and Plaintiffs and
6 class members who may use such services in any manner they see fit without obligation to Bumble.
7 Cal. Bus. & Prof. Code § 17603.

8 53. As a result of Bumble's violation of the Automatic Renewal Law, Plaintiffs and class
9 members suffered economic injury in that they paid for services they neither wanted nor expected to
10 be obliged to pay for.

11 **Plaintiff King's Individual Allegations**

12 54. On or about September 6, 2018, Plaintiff King subscribed to a one-week subscription
13 to Bumble Boost.

14 55. At the time he subscribed, Plaintiff King believed he was purchasing a one-week
15 subscription for \$8.99; he did not expect to be charged again.

16 56. Upon the expiration of the one-week subscription, Plaintiff King no longer used, nor
17 did he want, the premium service.

18 57. However, Bumble automatically renewed the one-week subscription and continued
19 to charge Plaintiff King \$8.99 on a recurring, weekly basis six times (including the initial charge).

20 58. At the time Plaintiff King subscribed to Bumble Boost, Bumble failed to present the
21 automatic renewal offer terms or continuous service offer terms in a clear and conspicuous manner
22 before he made his purchase, which was a violation of Cal. Bus. & Prof. Code §17602(a)(1).

23 59. Bumble failed to first obtain Plaintiff King's affirmative consent to the agreement
24 containing the automatic renewal offer terms or continuous service offer terms, which was a
25 violation of Cal. Bus. & Prof. Code §17602(a)(2).

26 60. On or about September 6, 2018, Bumble emailed Plaintiff King with an
27 acknowledgment that his Bumble Boost subscription had been activated. The acknowledgement
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1 failed to provide Plaintiff King with the automatic renewal or continuous service offer terms,
2 cancellation policy, and information on how to cancel in a manner that is capable of being retained
3 by him, which was a violation of Cal. Bus. & Prof. Code § 17602(a)(3). The acknowledgment also
4 failed to provide a toll-free telephone number, electronic mail address, or postal address, or another
5 cost-effective, timely, and easy-to-use mechanism for cancellation, which was a violation of Cal.
6 Bus. & Prof. Code § 17602(b).

7 61. On October 18, 2018, Plaintiff King notified Bumble via email that he did not
8 authorize the five additional weekly charges and requested instructions on how to cancel his Boost
9 subscription. He also requested a refund of the additional charges.

10 62. Bumble notified Plaintiff King that all purchases through the mobile app are non-
11 refundable, as stated in the Terms.

12 63. Bumble's refusal to issue a refund is contrary to the Automatic Renewal Law, which
13 deems products provided in violation of the statute to be a gift to consumers. Cal. Bus. & Prof.
14 Code § 17603.

15 64. Had Bumble complied with the Automatic Renewal Law, Plaintiff King would have
16 been able to read the auto renewal terms and cancel his subscription prior to the expiration of the
17 initial subscription period. As a direct result of Bumble's violations of the Automatic Renewal Law,
18 Plaintiff King suffered economic injury.

19 65. In addition, at the time Plaintiff King subscribed to Bumble Boost, Bumble's Terms
20 failed to include the mandatory provisions required by Cal. Civ. Code § 1694, *et seq.*, including
21 notice of his rescission rights. Instead, the Terms omitted the required language and contained
22 language about non-refundability of payments that is directly contrary to the law. As a result,
23 Bumble's Terms are "void and unenforceable," under Cal. Civ. Code § 1694.4(a) and Bumble
24 cannot enforce them against Plaintiff King with respect to the refundability of the unauthorized
25 auto-renewal charges.

26 66. The facts giving rise to Plaintiff King's claims are materially the same as the
27 class(es) he seeks to represent.

28

Plaintiff Fischer’s Individual Allegations

67. On or about September 16, 2018, Plaintiff Fischer purchased six months of Bumble Boost for \$79.99.

68. At the time Plaintiff Fischer subscribed to Bumble Boost, Bumble’s Terms failed to include the mandatory provisions required by Cal. Civ. Code § 1694, *et seq.*, including notice of her rescission rights. Instead, the Terms omitted the required language and contained language about non-refundability of payments that is directly contrary to the law.

69. Plaintiff Fischer started to experience technical issues with her account, including an inability to edit or delete the “About Me” in her user profile, which impaired her ability to use and enjoy the dating service.

70. Plaintiff Fischer demanded a refund and expressed her intent not to be bound by the contract several times, including but not limited to on October 27, 2018.

71. Bumble denied Plaintiff Fischer’s repeated requests, and advised that her “subscription was cancelled when [she] deleted [her] account,” that she was not eligible for a refund, and that under the Terms, no refunds are allowed.

72. Bumble’s refusal to issue a refund is contrary to Plaintiff Fischer’s right to obtain a refund of the services not actually received. Cal. Civ. Code §1694.4(d).

73. To date, more than ten days have passed since Plaintiff Fischer cancelled the contract, yet she has not been refunded any portion of the subscription fee paid to Bumble.

74. Because Bumble’s Terms failed to comply with California’s DSL, they are “void and unenforceable.” Cal. Civ. Code §1694.4(a).

75. As a direct result of Bumble’s violations of California’s DSL, Plaintiff Fischer suffered injury in the loss of monies and loss of her statutory rescission rights.

76. The facts giving rise to Plaintiff Fischer’s claims are materially the same as the class(es) she seeks to represent.

Plaintiff Weinberger’s Individual Allegations

77. On or about September 30, 2018, Plaintiff Weinberger subscribed to a six month

1 subscription to Bumble Boost for \$79.99.

2 78. At the time Plaintiff Weinberger subscribed to Bumble Boost, Bumble’s Terms
3 failed to include the mandatory provisions required by Cal. Civ. Code § 1694, *et seq.*, including
4 notice of her rescission rights. Instead, the Terms omitted the required language and contained
5 language about non-refundability of payments that is directly contrary to the law.

6 79. Within three business days of the purchase, Plaintiff Weinberger notified Bumble
7 electronically, via Bumble’s in-app “Contact Us,” of her intent not to be bound by the contract as
8 she did not want Bumble Boost and she demanded a refund.

9 80. In response, Bumble informed Plaintiff Weinberger that purchases made through the
10 App were non-refundable pursuant to the Terms.

11 81. Bumble’s refusal to issue a refund is contrary to Plaintiff Weinberger’s right to
12 cancel her contract and obtain a refund under Cal. Civ. Code §1694.1.

13 82. To date, more than ten days have passed since Plaintiff Weinberger cancelled the
14 contract; however, Bumble has not issued a refund.

15 83. Because Bumble failed to comply with California’s DSL, Bumble’s Terms are “void
16 and unenforceable.” Cal. Civ. Code §1694.4(a).

17 84. As a direct result of Bumble’s violations of California’s DSL, Plaintiff Weinberger
18 suffered injury in the loss of monies to which she was entitled and loss of her statutory rescission
19 rights.

20 85. The facts giving rise to Plaintiff Weinberger’s claims are materially the same as the
21 class(es) she seeks to represent.

22 **CONSUMERS COMPLAIN ABOUT INJURIES RESULTING FROM BUMBLE’S AUTO-
23 RENEWAL AND NO-REFUND POLICIES AND PRACTICES**

24 86. Bumble’s uniform practices of renewing consumers’ subscriptions without their
25 consent and knowledge, making it difficult for consumers to cancel their subscriptions, and denying
26 refunds have injured consumers.

27 87. The websites of Consumer Affairs and the Better Business Bureau provide some
28 examples that chronicle these common grievances:

1 I joined for a week and have continued to be charged despite canceling my account. When
2 offered membership selections initially, I opted to try it for a week for the price of \$8.99
3 instead of the less expensive deal of by the month. I chose this because I did not want more
4 than one charge. I have contacted the business by email because none of the phone numbers
5 available online actually work. After several days I got an automated response that I had to
cancel myself on their app. I wasn't able to find this information which is why I contacted
them in the first place. I reopened my account so that I could follow their cancel directions,
but the menu options they listed were not listed when I followed their directions. I want to
be refunded all but the one week that I agreed to pay. I also want to make sure that I am
removed from their billing and will not be charged or solicited again.

6 [https://www.bbb.org/us/tx/austin/profile/online-dating-services/bumble-0825-
1000144974/complaints](https://www.bbb.org/us/tx/austin/profile/online-dating-services/bumble-0825-1000144974/complaints)

7
8 I have been trying to cancel Bumble for 2 months. I cannot cancel thru iTunes due to no
9 subscription button. I've emailed them twice. I cannot find a phone number for them. It was
renewed again today. I want this subscription cancelled and today's charge reimbursed.
Thank you. [https://www.bbb.org/us/tx/austin/profile/online-dating-services/bumble-0825-
1000144974/complaints](https://www.bbb.org/us/tx/austin/profile/online-dating-services/bumble-0825-1000144974/complaints)

11 I purchased a one week subscription and it automatically renewed. Yes, it was in the fine
12 print, but most reputable companies will give you your money back on the subsequent
renewal, just to be decent. Not Bumble!...

13 <https://www.consumeraffairs.com/entertainment/bumble.html>

14
15 To whom it may concern, Bumble and Google Play will not refund you 80\$ after they auto
16 charge you if you didn't cancel the subscription. I contacted both parties the day of the 80\$
charge, and both would not honor refund. This is poor business practices. Please don't
support a business that won't refund you a charge the day of the auto charge!!!

17 <https://www.consumeraffairs.com/entertainment/bumble.html?page=2>

18 I subscribed to bumble premium free trial and didn't realize that they would auto-charge me
19 for the \$49.99 premium version that I had not noticed any upgraded features or anything.
Immediately after the charge, I asked for a refund and bumble said I would have no recourse
20 for a refund...

21 [https://www.bbb.org/us/tx/austin/profile/online-dating-services/bumble-0825-
1000144974/complaints](https://www.bbb.org/us/tx/austin/profile/online-dating-services/bumble-0825-1000144974/complaints)

22
23 I began using Bumble Dating App in Jan '18. I purchased (what I thought was) a 1-time
24 amount of "coins" to make contact with male dates. I authorized my credit card to be
25 charged \$8.99. I noticed today a debit "Social Payments" for \$8.99 on my statement. I was
26 curious so I searched the amount and found this debit for "Social Payments" has been
27 recurring weekly since March 2018. I contacted my bank for help. The bank wasn't able to
explain the charge or find a contact number for the company making the recurring debit.
Upon investigation, the bank found that "Social Payments" has been making debits of \$8.99
WEEKLY out of my account since Jan '18. I'm not happy about this. I did NOT authorize
recurring WEEKLY charges. I decided to Google "Social Payments" and found that its a 3rd
party vendor Bumble Dating App uses. There's no direct number for Bumble only this
28 email: *****...

1 <https://www.bbb.org/us/tx/austin/profile/online-dating-services/bumble-0825-1000144974/complaints>.

2
3 I downloaded the app and was casually browsing through it, a few menus kept popping up
4 and before I knew it I received a message telling me my credit card would be charged for
5 \$79.99 for services that I did not ask for or authorize. I immediately attempted to contact
6 Customer service but they have no phone number listed, so instead I kept receiving
7 automated emails telling me I would not receive a refund for this purchase I never made...
8 this is a predatory company that scams people and takes advantage of those who aren't very
9 tech savvy or don't watch their money closely, stay away at all costs.

10 <https://www.consumeraffairs.com/entertainment/bumble.html>.

11
12 Their app is horrible to use, no flexibility. AND... you have to be EXTREMELY careful
13 where you click or they STEAL money from you without your consent. I signed up for 1
14 week to try it out and was so disappointed with this piece of crap that I wanted to cancel but
15 of course, there is no easy way to do that. I clicked on one area that I thought might be the
16 place to do that, and low and behold, they charge me \$50!!! Without any authorization. I
17 HATED paying \$10 for 1 day for the week I signed up for... let alone have them STEAL
18 \$50 for making it so difficult to get out of their ** site. I am absolutely LIVID!!!

19 <https://www.consumeraffairs.com/entertainment/bumble.html>.

20
21 I wanted to purchase 15 "coins" for \$19.99 on July 25, 2018 through the app on my Visa
22 card. I accidentally purchased 2 of the exact same product. It wasn't clear that the purchase
23 had gone through and I pressed the "buy" button again, only to see on my credit card
24 statement I had been charged twice. I contacted Bumble, and there robot automatic response
25 team, said, "sorry, no refunds." This was clearly a mistake. If I wanted to purchase 30 coins
26 (as I did by accident), I could have paid \$34.99 for 30 coins, rather than buying them at a
27 higher price. After some research, I soon found that accidental purchases are very common
28 with Bumble. It may be a design flaw, but after realizing how easily they dismiss customer
concerns, it feels as if a large part of their revenue is made by customer mistakes. This
practice is unethical and fraudulent.

1 <https://www.bbb.org/us/tx/austin/profile/online-dating-services/bumble-0825-1000144974/complaints>

2 I thought when I signed up that it would be a monthly deduction. I did not know they would
3 deduct all the payments all at once. Within a few minutes of signing up I wanted to cancel
4 and Bumble to refund my money. They do not have a phone number to contact them. The
5 agreement is misleading and I would like them to refund me my full payment. I believe I
6 cancel my membership that same day.

7 <https://www.bbb.org/us/tx/austin/profile/online-dating-services/bumble-0825-1000144974/complaints>

8 ...I paid \$49.99 for 3 months of service and they refuse to refund me so I filed a dispute
9 with my bank. Entire company is a SCAM!!! STAY FAR FAR AWAY!!!

10 <https://www.consumeraffairs.com/entertainment/bumble.html>.

1 **CLASS ALLEGATIONS**

2 88. Plaintiffs bring this action as a class action pursuant to Federal Rule of Civil
3 Procedure, Rules 23(a), (b)(2), (3), and (c)(4), on behalf of themselves and the following classes of
4 consumers (each a “class member” of the “Class” or “Classes”):

5 Plaintiffs Weinberger and Fischer seek to represent the following class:

6 **California Dating Service Contract Class (“DSL Class”)**: All persons
7 within California who purchased Defendants’ premium subscription, any
8 time from four years prior to the date this action is first filed through the date
9 of certification.

10 Plaintiff King seeks to represent the following class:

11 **California Automatic Renewal Class (“ARL Class”)**: All persons within
12 California who, any time from four years prior to the date this action is first
13 filed through the date of certification, purchased Defendants’ premium
14 subscription and had their credit card, debit card, and/or a third-party
15 payment account charged as part of Defendants’ automatic renewal program
16 or a continuous service program.

17 89. Excluded from the Classes are Defendants as well as Defendants’ affiliates,
18 employees, officers and directors. Plaintiffs reserve the right to amend the definitions of the classes
19 if discovery or further investigation reveals that the class should be expanded or otherwise
20 modified.

21 90. Numerosity/Impracticability of Joinder: The members of each Class are so numerous
22 that joinder of all members would be impracticable. Plaintiffs reasonably estimate that each of the
23 proposed Classes consists of hundreds of thousands of consumers. Class members can be identified
24 through Defendants’ business records.

25 91. Commonality and Predominance: Common questions of law and fact predominate
26 over any questions affecting only individual members of the Classes. These common legal and
27 factual questions, which do not vary from one class member to another and which may be
28 determined without reference to the individual circumstances of any class member, include, but are
not limited, to the following:

- a. Whether Bumble’s Terms are void and unenforceable under California’s DSL;
- b. Whether Bumble’s No-refund policy violates California’s DSL;
- c. Whether Bumble’s Terms and No-Refund Policy violate the CLRA,

- 1 d. Whether Bumble’s Terms and No-Refund Policy are an unfair, illegal and/or
2 fraudulent act or practice under the UCL;
- 3 e. Whether Bumble imposed an automatic renewal or continuous service provision
4 without first obtaining the Plaintiffs’ and class members’ affirmative consent to do
5 so;
- 6 f. Whether Bumble failed to present the automatic renewal offer terms or continuous
7 service offer terms in a clear and conspicuous manner before the premium
8 subscriptions were fulfilled;
- 9 g. Whether Cal. Bus. Prof. Code § 17603, in conjunction with Cal. Bus. Prof. Code §
10 17200, *et seq.* provides for restitution for money paid by class members in
11 circumstances where the services provided by Bumble are deemed an unconditional
12 gift;
- 13 h. Whether, as a result of Bumble’s conduct, Plaintiffs and the class members suffered
14 injury; and
- 15 i. Whether, as a result of Bumble’s conduct, Plaintiffs and the class members are
16 entitled to equitable relief and/or other relief, and, if so, the nature of such relief.

17 92. Typicality: Plaintiffs’ claims are typical of the claims of the Classes because
18 Plaintiffs and all class members were injured by the same wrongful practices in which Bumble
19 engaged. Plaintiffs’ claims arise from the same practices and course of conduct that give rise to the
20 claims of the Classes and are based on the same or similar legal theories.

21 93. Adequacy: Plaintiffs will fully and adequately protect the interests of the members
22 of the Classes they seek to represent and have retained class counsel who are experienced and
23 qualified in prosecuting class actions, including consumer class actions and other forms of
24 complex litigation. Neither Plaintiffs nor their counsel have interests contrary to or conflicting
25 with those of the Classes. Bumble has no defenses unique to Plaintiffs.

26 94. Superiority: A class action is superior to all other available methods for the fair and
27 efficient adjudication of this controversy for, *inter alia*, the following reasons: prosecutions of
28

1 individual actions are economically impractical for members of the Classes; the Classes are
2 readily definable; prosecution as a class action avoids repetitious litigation and duplicative
3 litigation costs, conserves judicial resources, and ensures uniformity of decisions; and prosecution
4 as a class action permits claims to be handled in an orderly and expeditious manner.

5 95. Plaintiffs do not anticipate any difficulty in the management of this litigation.

6 96. Bumble has acted or failed to act on grounds generally applicable to the Classes,
7 thereby making appropriate final injunctive relief with respect to the Classes as a whole.

8 97. Without a class action, Bumble will continue a course of action that will result in
9 further damages to Plaintiffs and members of the Classes and will likely retain the benefits of their
10 wrongdoing.

11 98. Based on the foregoing allegations, Plaintiffs' claims for relief include those set forth
12 below.

13 **CLAIMS FOR RELIEF**
14 **FIRST CLAIM FOR RELIEF**
15 **Violation of Cal. Civ. Code, Section 1694, et seq.**
16 **(On Behalf of Plaintiffs Fischer and Weinberger**
17 **and the DSL Class)**

18 99. Plaintiffs repeat and reallege the allegations of the preceding paragraphs as if fully
19 set forth herein. Plaintiffs Fischer and Weinberger bring this claim on their own behalf and on
20 behalf of members of the DSL Class.

21 100. As a result of Defendants' failure to comply with California's DSL as alleged
22 above, Plaintiffs and members of the DSL Class have been injured and suffered loss of monies
23 paid for the premium subscription and loss of their rescission rights.

24 101. Pursuant to Cal. Civ. Code, §1694.4(c), Plaintiffs Fischer and Weinberger, on
25 behalf of themselves and members of the DSL Class seek actual damages, treble damages, and
26 reasonable attorney fees.

27 **SECOND CLAIM FOR RELIEF**
28 **Violations of Cal. Civ. Code §§ 1750, et seq.**
(On behalf of Plaintiffs King, Fischer, and Weinberger
and the DSL and ARL Classes)

102. Plaintiffs repeat and reallege the allegations of the preceding paragraphs as if fully
set forth herein. Plaintiffs bring this claim on behalf of themselves and on behalf of the DSL and

1 ARL Classes pursuant to the CLRA.

2 103. Cal. Civ. Code § 1770(a)(14) specifically prohibits companies from “[r]epresenting
3 that a transaction confers or involves rights, remedies, or obligations that it does not have or
4 involve, or that are prohibited by law.”

5 104. Bumble has a uniform policy and practice of representing that their transactions
6 with Plaintiffs and class members when purchasing premium subscriptions confer rights,
7 remedies, and obligations which are unenforceable and prohibited by law.

8 105. By affirmatively representing to consumers that they are not entitled to a refund for
9 purchases of the premium subscription for dating services, Bumble has, and continues to,
10 represent that a transaction confers or involves rights, remedies, or obligations that it does not
11 have or involve, or that are prohibited by law.

12 106. In particular, Bumble represented to Plaintiffs and class members that they do not
13 have any right to cancel the contracts and obtain refunds, when in fact, California’s DSL affords
14 them the right to rescission and to a refund.

15 107. In addition, when Plaintiffs and class members notified Bumble of their intent not
16 to be bound by the contracts and/or demanded refunds, Bumble had, and continued to have, a
17 uniform policy and practice of denying such refund requests and advising consumers that they are
18 bound by the Terms, when, in fact, the Terms are void and unenforceable and there is a right to
19 cancel the contracts under California law.

20 108. In addition, Bumble represented that it had the right to charge Plaintiffs and class
21 members’ debit cards, credit cards, or third party payment methods when in fact, Bumble did not
22 have these rights because it failed to comply with the Automatic Renewal Law as described
23 above.

24 109. Plaintiffs and the class members reasonably relied upon and were deceived by
25 these material representations.

26 110. As a direct result of Bumble’s representations, Plaintiffs Fischer and members of
27 the DSL Class were injured in that they lost their rescission rights as well as monies paid for the
28

1 premium subscription that should have been refunded to them.

2 111. Had Bumble complied with its disclosure obligations under the Automatic Renewal
3 Law, Plaintiffs and class members would not have entered into the subscription or would have
4 cancelled the subscriptions prior to the renewal of the subscriptions, so as not to incur additional
5 fees.

6 112. In accordance with Cal. Civ. Code § 1780(a), Plaintiffs and members of the DSL
7 and ARL Classes seek injunctive and equitable relief as to Defendants' violations of the CLRA;
8 however, in accordance with Cal. Civ. Code § 1782(a) and (d), Plaintiffs will subsequently amend
9 their complaint to include a request for damages. Such injunctive relief may include requiring
10 Defendants to cease (i) representing to consumers that Bumble is entitled to automatically renew
11 their premium subscriptions; (ii) representing to consumers that they are not entitled to refunds of
12 moneys paid to Bumble for the premium subscription; and (iii) denying consumers requests for
13 refunds that are allowable under the law.

14 **THIRD CLAIM FOR RELIEF**

15 **Violations of California Business & Professions Code §§ 17200, et seq.**
16 **(On behalf of Plaintiffs King, Fischer, and Weinberger**
and the DSL and ARL Classes)

17 113. Plaintiffs repeat and reallege the allegations of the preceding paragraphs as if fully
18 set forth herein. Plaintiff brings this claim on behalf of themselves and on behalf of each member
19 of the DSL and ARL Classes.

20 114. Defendants have engaged in unlawful, unfair or fraudulent business acts and/or
21 practices within the meaning of the UCL California Business & Professions Code, sections 17200,
22 *et seq.* Defendants need only violate one of the three prongs of the statute to be held strictly liable.

23 115. Bumble's business acts and practices are "unlawful" because they fail to comply
24 with Cal. Civ. Code §§ 1694, *et seq.*, Cal. Bus. Prof. Code §§ 17600-17606, and the CLRA, as
25 alleged herein.

26 116. Plaintiffs reserve the right to identify additional provisions of the law violated by
27 Defendants as further investigation and discovery warrants.

28 117. The UCL prohibits any "unfair business act or practice." Bumble's No-Refund

1 Policy, its failure to notify consumers of their right to cancel the contract, and its automatic
2 renewal of their premium subscription without obtaining proper consent and authorization and
3 failing to provide the acknowledgement required by the Automatic Renewal Law constitute
4 “unfair” business acts or practices.

5 118. The gravity of the harm to Plaintiffs and members of the Classes outweigh any
6 arguable utility of Bumble’s conduct. Plaintiffs’ injuries are substantial, are not outweighed by
7 any countervailing benefit to consumers or competition, and are not ones that consumers could
8 have reasonably avoided.

9 119. Defendants’ conduct offends California public policy tethered to California’s DSL,
10 the California Automatic Renewal Law, and the CLRA.

11 120. Defendants’ actions are immoral, unethical, and/or unscrupulous, and offend
12 established public policy, and have injured Plaintiffs and other members of the Classes.

13 121. Defendants had other reasonably available alternatives to further their legitimate
14 business interests, other than the conduct described herein, such as adequately disclosing the
15 notice of consumers’ rights to cancel contacts with Defendants and obtaining affirmative consent
16 before automatically renewing the premium subscription of Plaintiffs and class members.

17 122. The UCL prohibits any “fraudulent . . . business act or practice.” In order to prevail
18 under the “fraudulent” prong of the UCL, a consumer must allege that the fraudulent business
19 practice was likely to deceive members of the public.

20 123. Absent the disclosures required by Cal. Civ. Code §§ 1694, *et seq.*, California
21 consumers were never informed of their rights to cancel contracts with Bumble, without penalty
22 or obligation.

23 124. Further, Defendants’ affirmative representation to consumers of the non-
24 refundability of all purchases through the App, including premium subscriptions, is material and
25 misleads consumers into believing that they are obliged to incur fees and costs and that they are
26 bound on a dating service contract, when in fact, they are not bound on such contract and/or have
27 a right to cancel such contract and obtain a refund for fees incurred for their premium
28

1 subscriptions. This conduct violates the “fraudulent” prong of the UCL.

2 125. Plaintiffs and members of the DSL and ARL Classes have suffered economic
3 injuries as a direct and proximate result of the unlawful, unfair, and fraudulent business practices
4 of Defendants.

5 126. Pursuant to Section 17203 of the UCL, Plaintiffs, on their own behalf and on behalf
6 of the DSL and ARL Classes seek restitution and a court order enjoining Defendants from such
7 future misconduct and any other such orders that may be necessary to rectify the unlawful, unfair,
8 and fraudulent business practices of Defendants.

9 127. All products received from Bumble in violation of the Automatic Renewal Law
10 constitute unconditional gifts and, therefore, Plaintiffs and class members seek restitution in the
11 amount of the subscription payments.

12 128. Plaintiffs bring this action as private attorneys general, and to vindicate and enforce
13 an important right affecting the public interest. Plaintiffs and the DSL and ARL Classes are
14 therefore entitled to an award of attorneys’ fees under Code of Civil Proc. § 1021.5 for bringing
15 this action.

16 **FOURTH CLAIM FOR RELIEF**
17 **Declaratory Judgment**
18 **(On Behalf of Plaintiffs Fischer and Weinberger and the DSL Class)**

19 129. Plaintiffs repeat and reallege the allegations of the preceding paragraphs as if fully
20 set forth herein. Plaintiffs Fischer and Weinberger bring this claim on their own behalf and on
21 behalf of each member of the DSL Class.

22 130. By virtue of Bumble’s failure to comply with the DSL, Cal. Civ. Code §§ 1694, *et*
23 *seq.*, as alleged herein, its Terms are void and unenforceable. Despite this, Bumble continues to
24 attempt to enforce the Terms as contracts between Plaintiffs and class members. When
25 consumers, including Plaintiffs and class members, notify Bumble of their intent not to be bound
26 by the contract and/or demand a refund, Bumble has a uniform policy of ignoring or outright
27 denying such requests pursuant to the Terms. Accordingly, there is an actual controversy between
28 the parties, requiring a declaratory judgment.

131. Pursuant to the Declaratory Judgment Act, 28 U.S.C. § 2201, Plaintiffs and class

1 members seek a declaratory judgment that Bumble’s contracts with Plaintiffs and class members
2 are void and unenforceable.

3 132. Pursuant to the Declaratory Judgment Act, 28 U.S.C. § 2202, the Court is
4 authorized to grant “further necessary or proper relief based on a declaratory judgment or
5 decree... after reasonable notice and hearing, against any adverse party whose rights have been
6 determined by such judgment.” Plaintiffs and class members seek an injunction to prevent
7 Bumble from enforcing the Terms against Plaintiffs and class members and any other relief the
8 Court deems necessary and proper based on a declaratory judgment.

9 133. Plaintiffs bring this action as a private attorney general, and to vindicate and
10 enforce an important right affecting the public interest. Plaintiffs and the DSL Class are therefore
11 entitled to an award of attorneys’ fees under Code of Civil Proc. § 1021.5 for bringing this action.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiffs King, Fischer, and Weinberger on behalf of themselves and the
14 DSL and ARL Classes, respectfully pray:

- 15 a) For an order certifying this action as a class action, appointing Plaintiffs Fischer and
16 Weinberger as a representative of the DSL Class and Plaintiff King as a representative
17 the ARL Class, and appointing their attorneys as counsel for the Classes;
- 18 b) A declaration that Bumble’ Terms are void and unenforceable;
- 19 c) For actual, statutory, and treble damages for all applicable claims in amounts to be
20 proven at trial;
- 21 d) For an order permanently enjoining Bumble from engaging in the unlawful practices
22 alleged herein;
- 23 e) For any and all other relief available under the various statutory causes of action
24 asserted herein, including but not limited to disgorgement of profits received through
25 Defendants’ unfair business practices and restitution;
- 26 f) For an award of attorneys’ fees, costs, and expenses;
- 27 g) For an award of pre and post-judgment interest; and

28

CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
Nick King, Jr., Deena Fischer, and Elena Weinberger, individually, and on behalf of all others similarly situated
(b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES) Santa Clara
(c) Attorneys (Firm Name, Address, and Telephone Number) Grace E. Parasmo (SBN 308993), Parasmo Lieberman Law, 7400 Hollywood Blvd, #505, Los Angeles, CA, 646-509-3913

DEFENDANTS Bumble Trading, Inc., and Bumble Holding, Ltd.
County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
Attorneys (If Known)

Table with 2 columns: Basis of Jurisdiction (Place an 'X' in One Box Only). Rows include U.S. Government Plaintiff, Federal Question, U.S. Government Defendant, Diversity.

Table with 2 columns: Citizenship of Principal Parties (Place an 'X' in One Box for Plaintiff and One Box for Defendant). Rows include Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country.

IV. NATURE OF SUIT (Place an 'X' in One Box Only)

Large table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an 'X' in One Box Only)

Table with 8 columns: Original Proceeding, Removed from State Court, Remanded from Appellate Court, Reinstated or Reopened, Transferred from Another District, Multidistrict Litigation-Transfer, Multidistrict Litigation-Direct File.

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing. (Do not cite jurisdictional statutes unless diversity):
Violations of Cal. Civ. Code, §§ 1694 et seq.; §§ 1750, et seq.; Cal. Bus. & Profs Code § 17200
Brief description of cause:
Violation of CA Dating Services Contract Law and CA Auto Renewal Law; Unfair competition

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S), IF ANY (See instructions): JUDGE DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2) (Place an 'X' in One Box Only) SAN FRANCISCO/OAKLAND SAN JOSE EUREKA-MCKINLEYVILLE

DATE 11/13/2018 SIGNATURE OF ATTORNEY OF RECORD s/ Grace E. Parasmo (SBN 308993)

EXHIBIT A

Bumble Terms and Conditions of Use

Hey guys! Welcome to Bumble's Terms and Conditions of Use (these "Terms"). Our lawyers insist that we impose rules on users to protect all of our hard work. This is a contract between you and Bumble Trading Inc and we want you to know yours and our rights before you use the Bumble application ("App"). Please take a few moments to read these Terms before enjoying the App, because once you access, view or use the App, you are going to be legally bound by these Terms (so probably best to read them first!).

1. BUMBLE RULES

Before you can use our awesome App, you will need to register for an account ("Account"). In order to create an Account you must:

1. be at least 18 years old; and
2. be legally permitted to use the App by the laws of your home country.

You can create an Account via manual registration, or by using your Facebook login details. If you create an Account using your Facebook login details, you authorize us to access, display and use certain information from your Facebook account (e.g. profile pictures, relationship status, location and information about Facebook friends). For more information about what information we use and how we use it, please check out our [Privacy Policy](#).

Unfortunately, we cannot allow you to use another person's Account without permission - that just wouldn't be fair!

You'll have great fun on Bumble, but if you feel the need to leave, you can delete your Account at any time by going to the 'Settings' page when you are logged in and clicking on the 'Delete account' link. Your Account will be deleted immediately but it may take a little while for Your Content to be completely removed from the App. We will save your profile information in case you realise you miss us and you decide to restore your Account (which you can do within 30 days of de-activating your Account). Bumble Trading Inc reserve the right at our sole discretion to terminate or suspend any Account, or make use of any operational, technological, legal or other means available to enforce the Terms (including without limitation blocking specific IP addresses), at any time without liability and without the need to give you prior notice.

You may not access, tamper with, or use non-public areas of the App or our systems. Certain portions of the App may not be accessible if you have not registered for an Account.

2. TYPES OF CONTENT

There are three types of content that you will be able to access on the App:

1. content that you upload and provide ("Your Content");
2. content that members provide ("Member Content"); and
3. content that Bumble Trading Inc provide ("Our Content").

There is certain content we can't allow on Bumble

We want our users to be able express themselves as much as possible and post all sorts of things on Bumble, but we have to impose restrictions on certain content which:

- contains language or imagery which could be deemed offensive or is likely to harass, upset, embarrass, alarm or annoy any other person;
- is obscene, pornographic, violent or otherwise may offend human dignity;
- is abusive, insulting or threatening, discriminatory or which promotes or encourages racism, sexism, hatred or bigotry;
- encourages any illegal activity including, without limitation, terrorism, inciting racial hatred or the submission of which in itself constitutes committing a criminal offence;
- is defamatory or libellous;
- relates to commercial activities (including, without limitation, sales, competitions and advertising, links to other websites or premium line telephone numbers);
- involves the transmission of "junk" mail or "spam";
- contains any spy ware, adware, viruses, corrupt files, worm programmes or other malicious code designed to interrupt, damage or limit the functionality of or disrupt any software, hardware, telecommunications, networks, servers or other equipment, Trojan horse or any other material designed to damage, interfere with, wrongly intercept or expropriate any data or personal information whether from Bumble or otherwise;
- itself, or the posting of which, infringes any third party's rights (including, without limitation, intellectual property rights and privacy rights);
- shows another person which was created or distributed without that person's consent.

Bumble operates a zero-tolerance policy for this kind of content.

defend, release, and hold us harmless from any claims made in connection with Your Content. Sorry that was a bit of a mouthful, but you are what you post!

You may not display any personal contact or banking information on your individual profile page whether in relation to you or any other person (for example, names, home addresses or postcodes, telephone numbers, email addresses, URLs, credit/debit card or other banking details). If you do choose to reveal any personal information about yourself to other users, whether via email or otherwise, it is at your own risk. We encourage you to use the same caution in disclosing details about yourself to third parties online as you would under any other circumstances.

As Bumble is a public community, Your Content will be visible to other users of the App all around the world instantly - so make sure you are comfortable sharing Your Content before you post. As such, you agree that Your Content may be viewed by other users and any person visiting, participating in or who is sent a link to the App (e.g. individuals who receive a link to a user's profile or shared content from other Bumble Users). By uploading Your Content on Bumble, you represent and warrant to us that you have all necessary rights and licences to do so, and automatically grant us a non-exclusive, royalty free, perpetual, worldwide licence to use Your Content in any way (including, without limitation, editing, copying, modifying, adapting, translating, reformatting, creative derivative works from, incorporating into other works, advertising, distributing and otherwise making available to the general public such Content, whether in whole or in part and in any format or medium currently known or developed in the future).

We may assign and/or sub-licence the above licence to our affiliates and successors without any further approval by you.

We have the right to remove, edit, limit or block access to any of Your Content at any time, and we have no obligation to display or review Your Content.

Member Content

Other members of Bumble will also share content via the App. Member Content belongs to the user who posted the content and is stored on our servers and displayed via the App at the direction of the user providing the Member Content.

You do not have any rights in relation to other users' Member Content, and you may only use other Bumble users' personal information to the extent that your use of it matches Bumble's purpose of allowing people to meet one another. You may not use other users' information for commercial purposes, to spam, to harass, or to make unlawful threats. We reserve the right to terminate your Account if you misuse other users' information.

Member Content is subject to the terms and conditions of Sections 512(c) and/or 512(d) of the Digital Millennium Copyright Act 1998. If you have a complaint about Member Content, please see the Digital Millennium Copyright Act section below for more information.

Our Content

You may be wondering what happens to the rest of the Content on Bumble. Well, it belongs to us! Any other text, content, graphics, user interfaces, trademarks, logos, sounds, artwork, and other intellectual property appearing on Bumble are owned, controlled or licensed by us and are protected by copyright, trademark and other intellectual property law rights. All right, title and interest in and to Our Content remains with us at all times.

We grant you a non-exclusive, limited, personal, non-transferable, revocable, license to access and use Our Content, without the right to sublicense, under the following conditions:

1. you shall not use, sell, modify, or distribute Our Content except as permitted by the functionality of the App;
2. you shall not use our name in metatags, keywords and/or hidden text;
3. you shall not create derivative works from Our Content or commercially exploit Our Content, in whole or in part, in any way; and
4. you shall use Our Content for lawful purposes only.

We reserve all other rights.

3. RESTRICTIONS ON THE APP

You agree to:

- comply with all applicable laws, including without limitation, privacy laws, intellectual property laws, anti-spam laws, equal opportunity laws and regulatory requirements;
- use your real name on your profile;
- use the services in a professional manner.

You agree that you will not:

- act in an unlawful or unprofessional manner including being dishonest, abusive or discriminatory;
- misrepresent your identity, your current or previous positions, qualifications or affiliations with a person or entity;

- disclose information that you do not have the consent to disclose;
- create or operate a pyramid scheme, fraud or other similar practice.

We don't like users misbehaving in the Bumble community – users should not do bad things to other users. Therefore, you can report any abuse or complain about Member Content by contacting us, outlining the abuse and/or complaint. You can also report a user directly from a profile or in chat by clicking the 'Block & Report' link.

Also, we don't appreciate users doing bad things to Bumble – we've worked hard on our creation, so scraping or replicating any part of the App without our prior consent is expressly prohibited. This includes by any means (automated or otherwise) other than through our currently available, published interfaces – unless you have been specifically allowed to do so in a separate agreement with us.

4. PRIVACY

For information about how Bumble Trading Inc collects, uses, and shares your personal data, please check out our [Privacy Policy](#) – this is important stuff, and makes for great bedtime reading! By using Bumble, you agree that we can use such data in accordance with our [Privacy Policy](#).

5. THIRD PARTY STORES; PREMIUM SERVICES; IN-APP PURCHASES

The App may be dependent on and/or interoperate with third-party owned and/or operated platforms and services, e.g., Apple (iTunes, etc.), Google, Facebook, Twitter, etc. (each, a "Third Party Platform") and may require that you be a registered member of such Third Party Platforms and provide certain account credentials and other information in order to access the App. By using the App, you agree to comply with any applicable terms, conditions or requirements promulgated by any provider of a Third Party Platform (e.g., Facebook's Terms of Use, iTunes Store Terms of Use, etc.).

We may make certain products and/or services available to users of the App in consideration of a subscription fee or other fees ("Premium Services"), including the ability to purchase products, services and enhancements, such as the ability to extend your matches ("In-App Products"). If you choose to use Premium Services or make In-App Products, you acknowledge and agree that additional terms may apply to your use of, access to and purchase of such Premium Services and In-App Products, and such additional terms are incorporated herein by reference. You may purchase Premium Services and In-App Products through the following payment methods (each, a "Premium Payment Method"): (a) making a purchase through the Apple App Store®, Google Play or other mobile or web application platforms or storefronts authorized by us (each, a "Third Party Store"), (b) paying with your credit card, debit card, or PayPal account, which will be processed by a third party processor, or (c) adding charges to your mobile carrier bill and remitting payment directly to your carrier. Once you have requested a Premium Service or In-App Product, you authorize us to charge your chosen Premium Payment Method and your payment is non-refundable. If payment is not received by us from your chosen Premium Payment Method, you agree to promptly pay all amounts due upon demand by us. If you want to cancel or change your Premium Payment Method at any time, you can do so either via the payment settings option under your profile or by contacting your mobile service provider. If your chosen Premium Payment Method is via your mobile service provider, then please check with them about their payment terms, as their payment terms will govern how payments to Bumble Trading Inc are made as well as how such payments may be changed or cancelled. Your subscription to Bumble Trading Inc's Premium Services will automatically renew until you decide to cancel in accordance with such terms, except in the case of BumbleCoins where there shall be no automatic renewal. In the event of a conflict between a Third Party Store's terms and conditions and these Terms, the terms and conditions of the Third Party Store or service provider shall govern and control. We are not responsible and have no liability whatsoever for goods or services you obtain through the Third Party Store, our third party service providers or other web sites or web pages. We encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online transaction with any of these third parties.

If you choose to make an In-App Purchase, you will be prompted to enter details for your account with the Third Party Store you are using (e.g., Android, Apple, etc.) ("your Mobile Platform Account"), and your Mobile Platform Account will be charged for the Premium Service and/or In-App Product in accordance with the terms disclosed to you at the time of purchase, as well as the general terms applicable to all other in-app purchases made through your Mobile Platform Account (e.g., Android, Apple, etc.). Premium Services and In-App Products may include one-time purchases as well as monthly subscriptions (e.g., a one-month subscription, three-month subscription, six-month subscription, etc.) to additional account features. At the end of the free trial period (if any), you will be charged the price of the subscription and will continue to be charged until you cancel your subscription, except in the case of BumbleCoins where there shall be no automatic renewal. Please note that for Premium Services and In-App Products made on a subscription basis, your subscription will automatically renew for the same subscription period as you initially purchased (e.g., if you made an In-App Product for a six-month subscription, your subscription will be automatically renewed for an additional six-months). To avoid any charges for additional periods, you must cancel before the end of the free trial period, subscription period or renewal, as applicable, in accordance with the terms and conditions of your Mobile Platform Account and the terms and conditions of any applicable Third Party Store. The pricing may vary due to a number of factors, such as (but not limited to) promotional offers, loyalty bonuses and other discounts that might apply to your age group.

Please note that for Premium Services and In-App Products you will be billed continuously for the subscription or service until you cancel in accordance with your Mobile Platform Account's or your Premium Payment Method's terms. In all cases, we are not responsible and have no liability whatsoever for any payment processing errors (including card processing, identity verification, analysis and regulatory compliance) or fees or other service-related issues, including those issues that may arise from inaccurate account information, or products or goods you obtain through your Mobile Platform Account or Third Party Stores. Further, Bumble Trading Inc does not guarantee that product descriptions or other content and products will be available, accurate, complete, reliable, current or error-free. Descriptions and images of, and references to, products or services (including Premium Services or In-App Products) do not imply our or any of our affiliates' endorsement of such products or services. Moreover, Bumble Trading Inc and its third party operational service providers reserve the right, with or without prior notice, for any or no reason, to change product descriptions, images, and references; to limit the available quantity of any product; to honor, or impose conditions on the honoring of, any coupon, coupon code, promotional code or other similar promotions; to bar any user from conducting any or all transaction(s); and/or to refuse to provide any user with any product. Further, if we terminate your use of or registration to the App because you have breached these Terms, you shall not be entitled to a refund of any unused portion of any fees, payments or other consideration. We encourage you to review the terms and conditions of the applicable third party payment processors, Third Party Store or Mobile Platform Account before you make any In-App Products or Premium Service purchases.

6. PUSH NOTIFICATIONS; LOCATION-BASED FEATURES

We may provide you with emails, text messages, push notifications, alerts and other messages related to the App and/or the Bumble services, such as enhancements, offers, products, events, and other promotions. After downloading the App, you will be asked to accept or deny push notifications/alerts. If you deny, you will not receive any push notifications/alerts. If you accept, push notifications/alerts will be automatically sent to you. If you no longer wish to receive push notifications/alerts from the App, you may opt out by changing your notification settings on your mobile device. With respect to other types of messaging or communications, such as emails, text messages, etc., you can unsubscribe or opt out by either following the specific instructions included in such communications, or by emailing us with your request at feedback@team.bumble.com.

The App may allow access to or make available opportunities for you to view certain content and receive other products, services and/or other materials based on your location. To make these opportunities available to you, the App will determine your location using one or more reference points, such as GPS, Bluetooth and/or software within your mobile device. If you have set your mobile device to disable GPS, Bluetooth or other location determining software or do not authorize the App to access your location data, you will not be able to access such location-specific content, products, services and materials. For more about how the App uses and retains your information, please read the [Privacy Policy](#).

7. DISCLAIMER

Brace yourselves, this may look daunting but it is very important!

THE APP, SITE, OUR CONTENT, AND MEMBER CONTENT ARE ALL PROVIDED TO YOU "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT.

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THE FOREGOING SHALL APPLY EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU BECOME DISSATISFIED IN ANY WAY WITH THE APP OR SITE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP YOUR USE OF THE APP AND SITE.

YOU HEREBY WAIVE ANY AND ALL CLAIMS ARISING OUT OF YOUR USE OF THE APP OR SITE. BECAUSE SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES, THESE PROVISIONS MAY NOT APPLY

TO YOU. IF ANY PORTION OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN OUR AGGREGATE LIABILITY SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

THE LIMITATION OF LIABILITY HEREIN IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN AND REFLECTS A FAIR ALLOCATION OF RISK. THE APP AND SITE WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS AND YOU AGREE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY, DISCLAIMERS AND EXCLUSIVE REMEDIES SPECIFIED HEREIN WILL SURVIVE EVEN IF FOUND TO HAVE FAILED IN THEIR ESSENTIAL PURPOSE.

8. INDEMNITY

All the actions you make and information you post on Bumble remain your responsibility. Therefore, you agree to indemnify, defend, release, and hold us, and our partners, licensors, affiliates, contractors, officers, directors, employees, representatives and agents, harmless, from and against any third party claims, damages (actual and/or consequential), actions, proceedings, demands, losses, liabilities, costs and expenses (including reasonable legal fees) suffered or reasonably incurred by us arising as a result of, or in connection with:

1. any negligent acts, omissions or wilful misconduct by you;
2. your access to and use of the App;
3. the uploading or submission of Content to the App by you;
4. any breach of these Terms by you; and/or
5. your violation of any law or of any rights of any third party.

We retain the exclusive right to settle, compromise and pay any and all claims or causes of action which are brought against us without your prior consent. If we ask, you will co-operate fully and reasonably as required by us in the defence of any relevant claim.

9. DIGITAL MILLENNIUM COPYRIGHT ACT

Bumble Trading Inc has adopted the following policy towards copyright infringement in accordance with the Digital Millennium Copyright Act (the "DMCA"). If you believe any Member Content or Our Content infringes upon your intellectual property rights, please submit a notification alleging such infringement ("DMCA Takedown Notice") including the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works;
3. Identification of the material claimed to be infringing or to be the subject of infringing activity and that is to be removed or access disabled and information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
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 the law; and
6. A statement that, under penalty of perjury, the information in the notification is accurate and you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

Any DMCA Takedown Notices should be sent to: feedback@team.bumble.com

10. THIRD PARTY APP STORE

The following additional terms and conditions apply to you if you download the App from a Third Party Store. To the extent that the other terms and conditions of these Terms are less restrictive than, or otherwise conflict with, the terms and conditions of this Section, the more restrictive or conflicting terms and conditions in this Section will apply, but solely with respect to the App and the Third Party Store. You acknowledge and agree that:

1. These Terms are concluded solely between you and Bumble Trading Inc. and not with the providers of the Third Party Store, and Bumble Trading Inc. (and not the Third Party Store providers) is solely responsible for the App and the content thereof. To the extent that these Terms provide for usage rules for the App which are less restrictive or in conflict with the applicable terms of service of the Third Party Store from which you obtain the App, the more restrictive or conflicting term of the Third Party Store will take precedence and will apply.
2. The Third Party Store provider has no obligation whatsoever to provide any maintenance and support services with respect to the App. Bumble Trading Inc. is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. The Third Party Store provider will have no warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Bumble Trading Inc.
3. Bumble Trading Inc., not the Third Party Store provider, is responsible for addressing any claims you or any third party may have relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App

fails to conform to any applicable legal or regulatory requirement; (iii) claims arising under consumer protection or similar legislation; and/or (iv) intellectual property infringement claims.

4. The Third Party Store provider and its subsidiaries are third party beneficiaries of this Agreement, and, upon your acceptance of these Terms, the Third Party Store provider from whom you obtained the App will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary thereof.

11. MISCELLANEOUS

There are a few more things we need to mention before you can use Bumble. Please bear with us, we're nearly done!

Firstly, those standard clauses at the end of most contracts (boring, we know)

These Terms, which we may amend from time to time, constitute the entire agreement between you and Bumble Trading Inc. The Terms supersede all previous agreements, representations and arrangements between us (written or oral). Nothing in this clause shall limit or exclude any liability for fraudulent misrepresentation.

Bumble Trading Inc has taken reasonable steps to ensure the currency, availability, correctness and completeness of the information contained on Bumble and provides that information on an "as is", "as available" basis. Bumble Trading Inc does not give or make any warranty or representation of any kind about the information contained on Bumble, whether express or implied. Use of Bumble and the materials available on it is at your sole risk. Bumble Trading Inc can not be held responsible for any loss arising from the transmission, use of data, or inaccurate User Content.

You are responsible for taking all necessary precautions to ensure that any material you may obtain from Bumble is free of viruses or other harmful components. You accept that Bumble will not be provided uninterrupted or error free, that defects may not be corrected or that Bumble Trading Inc, or the server that makes it available, are free of viruses or bugs, spyware, Trojan horse or any similar malicious software. Bumble Trading Inc is not responsible for any damage to your computer hardware, computer software, or other equipment or technology including, but without limitation damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line or network failure or any other technical or other malfunction.

We know our Terms are awesome, but we may have to change them now and again

As Bumble grows, we might have to make changes to these Terms so we reserve the right to modify, amend or change the Terms at any time (a "Change"). If we do this then the Changes will be posted on this page and we will indicate the Effective Date of the updates at the bottom of the Terms. In certain circumstances, we may send an email to you notifying you of a Change. You should regularly check this page for notice of any Changes – we want our users to be as informed as possible.

Your continued use of Bumble following any Change constitutes your acceptance of the Change and you will be legally bound by the new updated Terms. If you do not accept any Changes to the Terms, you should stop using Bumble immediately (uh oh, that's going to be hard!).

Some more legal mumbo jumbo

If, for any reason, any of the Terms are declared illegal, invalid or otherwise unenforceable by a court of a competent jurisdiction, then to the extent that term is illegal, invalid or unenforceable, it shall be severed and deleted from the Terms and the remainder of the Terms shall survive, remain in full force and effect and continue to be binding and enforceable.

No failure or delay in exercising any right, power or privilege under the Terms shall operate as a waiver of such right or acceptance of any variation of the Terms and nor shall any single or partial exercise by either party of any right, power or privilege preclude any further exercise of the right or the exercise of any other right, power or privilege.

You represent and warrant that:

1. you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and
2. you are not listed on any U.S. Government list of prohibited or restricted parties.

By using the App, you agree and acknowledge that Bumble is a global app operating through servers located in a number of countries around the world, including the United States. If you live in a country with data protection laws, the storage of your personal data may not provide you with the same protections as you enjoy in your country of residence. By submitting your personal information, or by choosing to upgrade the services you use, or by making use of the applications available on Bumble, you agree to the transfer of your personal information to, and storage and processing of your personal information in, any such countries and destinations.

The App may contain links to third-party websites or resources. In such cases, you acknowledge and agree that we are not responsible or liable for:

1. the availability or accuracy of such websites or resources; or
2. the content, products, or services on or available from such websites or resources.

Links to such websites or resources do not imply any endorsement. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources. Framing, in-line linking or other methods of association with the App are expressly prohibited without first obtaining our prior written approval.

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction.

12. ABOUT US

Your access to the App, Our Content, and any Member Content, as well as these Terms are governed and interpreted by the laws of the State of New York, other than such laws, rules, regulations and case law that would result in the application of the laws of a jurisdiction other than the State of New York. By using the App, you are consenting to the exclusive jurisdiction of the courts of the United States and the State of New York. You agree that such courts shall have in personam jurisdiction and venue and waive any objection based on inconvenient forum. You agree that you will not file or participate in a class action against us. In the event there is a discrepancy between this English language version and any translated copies of the Terms, the English version shall prevail.

Bumble Trading Inc is registered in the United States under company number 5600774. Our registered address is 1209 Orange Street, Wilmington, Delaware, 19801.

Bumble Trading Inc collaborates with its group company Social Online Payments Limited (a company incorporated in Ireland under company number 496494), Social Online Payments, Inc (a company incorporated in Delaware under company number 5214252) from time to time in order to facilitate the delivery of content to you and to collect payments.

Effective date

The Terms were last updated on: 29 March 2018.

DECLARATION OF GRACE E. PARASMO

I, Grace E. Parasmó, hereby declare on oath as follows:

1. I am an attorney licensed to practice law in the state of California. I am over the age of 18 years and I have personal knowledge of the matters attested to herein, except for those matters attested to on information and belief. If called upon to testify, I would and could competently do so.

2. I make this declaration pursuant to California Civil Code section 1780(d) on behalf of my clients, Plaintiffs Nick King Jr., Deena Fischer, and Elena Weinberger, on behalf of themselves and all others similarly situated.

3. Upon information and belief, Defendant Bumble Trading, Inc. is a Delaware corporation and has a principal place of business at 5301 Spring Valley Road, Suite 200, Dallas, Texas, 75254, and is doing business in California.

4. Upon information and belief, Defendant Bumble Holding, Ltd. is a limited company incorporated in the United Kingdom with a principal place of business at The Broadgate Tower Third Floor, 20 Primrose Street, London, United Kingdom, EC2A 2RS and is doing business in the state of California.

5. The transaction or a substantial portion of the transaction occurred in Santa Clara County.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated this 13th day of November 2018 at Los Angeles, California.

By: /s/ Grace E. Parasmó
Grace E. Parasmó
One of the Attorneys for Plaintiffs