

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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DYLAN SCHLOSSBERG, Individually and  
on Behalf of All Others Similarly Situated,

Plaintiff,

v.

BUMBLE TRADING, INC., and BUMBLE  
HOLDING LTD.,

Defendants.  
----- X

No.

**CLASS ACTION COMPLAINT**

**DEMAND FOR JURY TRIAL**

Plaintiff Dylan Schlossberg (“Plaintiff”), individually and on behalf of all others similarly situated, alleges as follows based on personal knowledge of his own acts and observations and, otherwise, upon information and belief based on investigation of counsel:

**NATURE OF THE CASE**

1. Bumble Trading, Inc. and Bumble Holding Ltd. (together “Bumble” or “Defendants”) own and operate a subscription-based dating service which charges a fee, called Bumble Boost.

2. As further detailed herein, Bumble’s uniform policies and practices for Bumble Boost violate the New York Dating Services Law, N.Y. G.B.L § 394-c and deprive consumers of their rights under the Dating Services Law. Bumble fails to provide consumers with the required “Dating Service Consumer Bill of Rights” as required by the Dating Services Law. In addition, Bumble does not provide consumers with the statutorily required notice of their right to cancel the contract within three business days and to obtain a full refund without any obligation.

3. In fact, Bumble has a uniform policy of denying refunds requested by Plaintiff

and other class members, which violates the Dating Services Law. As a result of Bumble's conduct, Plaintiff and the class members suffered injury in the form of loss of refunds, deprivation of their rights of rescission, and the deprivation of their statutory right to exercise the option to try the service and cancel within three business days, without obligation.

4. Bumble's violations of the Dating Services Law constitute unlawful and deceptive acts under New York's consumer fraud law, N.Y. G.B.L. § 349. As a result of Bumble's conduct, Plaintiff and other consumers who paid for a Bumble Boost subscription were deprived of the ability to exercise their statutory rights to cancel and obtain a refund. Plaintiff, on his own behalf, and on behalf of a class of nationwide purchasers, seeks statutory, equitable, injunctive, and monetary relief as set forth below.

#### **PARTIES**

5. Plaintiff Dylan Schlossberg is a resident of Rockland County, New York.

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

7. Defendants Bumble Holding, Ltd., is a corporation organized under the laws of the United Kingdom having its principal place of business in London, United Kingdom.

#### **JURISDICTION AND VENUE**

8. This Court has subject-matter jurisdiction over this action pursuant to Title 28, United States Code, section 1332, as amended by the Class Action Fairness Act of 2005, in that the aggregate claims of Plaintiff and the proposed class members (as defined herein) exceed the sum or value of \$5,000,000, exclusive of interest and costs.

9. There is minimal diversity of citizenship between Plaintiff and the proposed class members and Defendants in that each Defendant is headquartered outside of the state of New

York and Plaintiff is a citizen and resident of New York state asserting claims on behalf of himself and others who reside in New York state and throughout the nation.

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

11. Venue is proper in this District pursuant to Title 28, United States Code, section 1391 because this District has personal jurisdiction over Defendants.

### **FACTUAL ALLEGATIONS**

#### **The Bumble Mobile Software**

12. Bumble owns and operates a mobile software application, which provides its users with dating services. *See* <http://thebeehive.bumble.com/bumble-dating/> (last visited September 10, 2018).

13. The software application is free for consumers to download and use on their smartphones or other computer devices. When the app is downloaded, the owner of the app is identified as Bumble Holding, Ltd.

14. According to Bumble, as of March 2018, the Bumble app had 30 million users.

15. Through the software application, Bumble matches users for the purpose of dating. Based on an algorithm, Bumble shows users potential matches for dating that comply with the user's preferences for age, location, and other criteria. The user is shown a "card" with a photo and profile of a potential match near their geographic location. The user is given a choice to indicate interest, or lack of interest, in the potential match by swiping the card right to indicate

an interest and left to indicate lack of interest. Bumble then matches two users only if they have mutually right-swiped on one another's cards. For heterosexual matches, Bumble allows only women (and not men) to send a chat message to their matches. Bumble requires women to send a message within 24 hours of the match being made; otherwise the match expires and the women can no longer message their match. (If the match is a same-sex match, either person can start a chat message within 24 hours of being matched. If a chat is not initiated within 24 hours, the match expires).

16. Bumble also provides a match queue screen where users can see new matches, ongoing conversations with other matches, and matches that are about to expire.

17. In some respects, Bumble is considered very similar to one of its competitors, the Tinder dating app. In fact, Match Group, LLC ("Match"), parent company of the owner and operator of Tinder is suing Bumble and alleging that Bumble's software app infringes upon Tinder's patent for a "computer embodiment of a matchmaking process" for purposes of dating.<sup>1</sup> Bumble also sued Match alleging that the Tinder Gold dating app is a copy of Bumble's Bumble Boost feature.

### **Bumble Boost, Bumble's Paid Subscription Service**

18. Bumble offers users "Bumble Boost," which is an optional, paid subscription package. Bumble claims that Boost enhances the dating services on the Bumble app by allowing users to "Double Your Matches" and "Take Control of Your Dating Experience." *See*

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<sup>1</sup> *See Match Group, LLC v. Bumble Trading Inc.*, USDC, Western Dist. of Texas, Case No. 6:18-cv-00080 ("The inventions claim a specific computer method, system, and computer-readable medium of matchmaking where parties are not permitted to communicate unless and until a match is made, user profiles are specifically "online-dating profiles" and those profiles must be associated with a "social networking platform," a type of platform that itself is computer specific...these limitations recite a particularly advantageous computer embodiment of a matchmaking process that also solves computer-specific problems related to the ease of fake accounts and profiles, the inconvenience of filing out profiles, and the problem of certain online dating users being inundated with messages.")

<http://thebeehive.bumble.com/bumbleblog/introducing-bumble-boost?rq=bumble%20boost> (last visited September 10, 2018).

19. According to Bumble, Boost subscribers enjoy a number of privileges in the matchmaking process that are not available to regular users: They have the ability to see everyone who has right-swiped them (*i.e.*, an interest was shown), “extend []matches by an additional 24 hours,” and “rematch with expired connections.” *See* What is Bumble Boost? <https://bumble.com/en-us/faq#> (last visited September 10, 2018).

### **Bumble’s Terms and Conditions**

20. According to Bumble’s Terms and Conditions, it has a “no refund” policy when a consumer cancels the Bumble Boost subscription. Specifically, the Terms and Conditions provide as follows: “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.” *See* Exhibit A, section 5. Further, Bumble’s FAQ’s also inform consumers that all purchases are non-refundable. *See* <https://bumble.com/en-us/faq#> (“I’m not happy with my Bumble Boost subscription. How can I get a refund? As stated in our Terms and Conditions, any purchases made in the Bumble app are non-refundable.”).

21. Bumble’s conduct violates the New York Dating Services Law as well as New York’s Deceptive Acts and Practices Law.

### **NEW YORK DATING SERVICES LAW**

22. New York has a Dating Services Law, N.Y. G.B.L. § 394-c, which provides, in pertinent part, as follows:

- (a) Every contract for social referral service shall provide that such contract may be cancelled without a cancellation fee within three business days after the date of receipt by the buyer of a copy of the written contract.

(b) In every social referral service sale, the seller shall furnish to the buyer a fully completed copy of the contract pertaining to such sale at the time of its execution, which is in the same language, e.g., Spanish, as that principally used in the oral sales presentation and which shows the date of the transaction and contains the name and address of the seller, and in the immediate proximity to the space reserved in the contract for the signature of the buyer and in not less than ten-point bold face type, a statement in substantially the following form:

YOU, THE BUYER, MAY CANCEL THIS CONTRACT WITHOUT ANY CANCELLATION FEE WITHIN THREE (3) BUSINESS DAYS AFTER THE DATE OF THIS CONTRACT. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

(c) Notice of cancellation shall be delivered by certified or registered United States mail at the address specified in the contract.

(d) At the time the buyer signs the social referral service contract, a completed form in duplicate, captioned "NOTICE OF CANCELLATION", which shall be attached to the contract and easily detachable, and which shall contain in not less than ten-point bold face type the following information and statements in the same language, e.g., Spanish, as that used in the contract:

NOTICE OF CANCELLATION  
(enter date of transaction)

(Date)

YOU MAY CANCEL THIS CONTRACT, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE (3) BUSINESS DAYS AFTER THE DATE OF THIS CONTRACT BY MAILING THIS SIGNED AND DATED NOTICE OF CANCELLATION BY CERTIFIED OR REGISTERED UNITED STATES MAIL TO THE SELLER AT THE ADDRESS SPECIFIED HEREIN. IF YOU CANCEL, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT WILL BE RETURNED WITHIN TEN (10) BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE. TO CANCEL THIS TRANSACTION, MAIL BY CERTIFIED OR REGISTERED UNITED STATES MAIL A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE TO:

(Name of Seller)

NOT LATER THAN \_\_\_\_\_

(Address of Seller)

(Date)

N.Y. G.B.L. § 394-c(7)(a)-(d).

23. The Dating Services Law also requires that consumers be provided with a Dating Service Consumer Bill of Rights:

In every social referral service sale or renewal, the seller shall provide each purchaser with a clear and conspicuous, separate written notice, to be known as the “Dating Service Consumer Bill of Rights”, which shall contain at least the following information:

#### Dating Service Consumer Bill of Rights

1. No social referral service contract shall require the payment by you, the purchaser, of an amount greater than one thousand dollars. In addition, no such contract may extend over a period of time greater than two years.
2. No social referral service contract shall require you, the purchaser, to purchase a good or service which is directly or indirectly related to the social referral service. These extra services are known as ancillary services and, while these ancillary services may be offered to you, the law prohibits the seller from requiring that you purchase this service as a condition of your social referral service contract.
3. If your social referral service contract costs more than twenty-five dollars, the seller must furnish a minimum number of referrals per month to you. If this minimum amount is not furnished to you for two successive months, you have the option of cancelling the contract and receiving a full refund of all the money you paid, less a cancellation fee which cannot exceed either fifteen percent of the cash price or a pro rata amount for the number of referrals furnished to you.
4. Your social referral service contract must specify the distance which you, the purchaser, are willing to travel to meet any social referral. No social referrals shall be furnished where you and the referral live at a distance greater than the distance specified in the contract.
5. The provider must have an established policy to address the situation of your moving outside the area it services. This policy must be explained in your contract.
6. If any provision of the social referral service contract is violated, you have the right to bring a court action against the provider which has violated the contract.

N.Y. G.B.L. 394-c(7)(e).

24. New York’s Dating Services Law is clear and applies to “social referral services.” N.Y. G.B.L. § 394-c(1). The law defines a “social referral service” to “include any service for a fee providing matching of members of the opposite sex, by use of computer or any other means, for the purpose of dating and general social contact.” N.Y. G.B.L. § 394-c(1)(a). Because Bumble Boost is a fee-based service, by computer, with the purpose of dating and general social contact, it is a “social referral service” under the Dating Services Law.

#### **PLAINTIFF SCHLOSSBERG’S INDIVIDUAL ALLEGATIONS**

25. Relying on representations made by Bumble, that becoming a paid Bumble Boost subscriber would unlock features and limitations that existed on his membership, Plaintiff Schlossberg subscribed to Bumble Boost on or about June 28, 2017.

26. Plaintiff paid \$24.99 for a one-month subscription. Like all Bumble Boost subscriptions (monthly, or for longer periods of time), Plaintiff’s membership was scheduled to automatically renew each month or each period.

27. At no time did Bumble provide Plaintiff with a notice of his right to cancel his contract. This was a violation of New York General Business Law, Section 394-c(a)-(d).

28. At no time did Bumble provide Plaintiff with the Dating Service Consumer Bill of Rights. This was a violation of New York General Law, Section 394-c(7)(e).

29. Bumble’s Terms and Conditions explicitly state that Plaintiff’s subscription would remain active until the end of Plaintiff’s subscription period following Plaintiff’s cancellation of the subscription.

30. Upon subscribing, Plaintiff discovered that Bumble Boost was not what was advertised. Although some features were unlocked, they were not unlocked for the entire subscription period. For example, Bumble Boost allows a subscriber to extend the time that a

match expires beyond the 24-hour period; however, Bumble limited the number of extended matches allowed to Plaintiff when he paid for the Bumble Boost subscription.

31. Believing that Bumble Boost's features were misrepresented and not the value for which he paid, Plaintiff cancelled his subscription and requested a full refund within three business days of his purchase.

32. To date, well more than ten business days have passed since Plaintiff cancelled his contract; however, Bumble has failed to issue a refund of the subscription fee.

33. The material circumstances surrounding this experience by Plaintiff were the same, or nearly the same, as the other class members Plaintiff proposes to represent, and Plaintiff and all putative class members were required to pay, and did pay, money for this subscription marketed and sold by Bumble.

**BUMBLE'S VIOLATIONS OF THE NEW YORK DATING SERVICES LAW AND  
NEW YORK G.B.L. SECTION 349 CAUSE ACTUAL INJURY TO PLAINTIFF  
AND CLASS MEMBERS**

34. At the time Plaintiff and class members subscribed to Bumble Boost, Bumble's Terms and Conditions failed to include the statutory language mandated by New York General Business Law, Section 394-c(7)(a)-(d). Bumble also failed to notify Plaintiff and class members of their right to cancel the contract without penalty after three business days of the date of the contract, and to obtain a refund of all moneys paid under the contract within ten business days of cancellation, in violation of New York General Business Law, Section 394-c(7)(e).

35. In addition, in violation of New York General Law, section 394-c(7)(b), Bumble's Terms and Conditions failed to include the name and address of the dating service to which the notice of cancellation was to be mailed and the date that such notice must be mailed for a valid cancellation.

36. Moreover, Bumble's no-refund policy informs consumers that they cannot obtain a refund. However, this "no-refund" policy is in direct violation of their rights under New York General Business Law, Section 394-c(4).

37. Bumble also failed to provide Plaintiff and class members with the statutorily required notice of consumers' "Dating Service Consumer Bill of Rights."

38. Bumble's No Refund Policy is deceptive, materially misleading, and illegal under New York law. Consumers, including Plaintiff and class members, reasonably assume that the company's no refund policy is legal.

39. The New York Dating Services Law was enacted to protect against fraud and misrepresentation in social matchmaking services. To protect against this harm, the law affords consumers with a "cool-off period" – a right and option to essentially use the service for three business days, with the right of cancelling and getting their money back without penalty or obligation. This allows consumers to test the services and to determine whether the service being offered and advertised conforms to the representations and advertisements of the company. By affirmatively telling consumers that they cannot obtain refunds, Bumble chills the ability of consumers to exercise this right and to elect this option to cancel free of obligation and penalty.

40. Had Plaintiff and class members been informed of their rights under the Dating Services Law, they would not have subscribed to Bumble Boost, they would not have been willing to subscribe at the price they paid, or they would have exercised their right to cancel the contract and obtain a refund pursuant to the Dating Services Law.

41. Other comparable dating app services, such as Tinder, inform New York residents of their right to cancel their subscription, without penalty or obligation, at any time prior to

midnight of the third business day following the date they subscribed. *See e.g.*, <https://www.gotinder.com/terms/us-2018-05-09> (last visited September 12, 2018).

42. Plaintiff and class members suffered actual injury as a result of Bumble's acts and omissions. As a direct result of Bumble's failure to comply with the Dating Services Law and the New York G.B.L. § 349, Plaintiff and class members suffered injury in that they were deprived of funds due to be returned to them pursuant to their cancellation rights under Dating Services Law and they were deprived of their statutory right to cancel the subscription, rescind any contractual agreement, and obtain a refund under the Dating Services Law.

### **CLASS ALLEGATIONS**

43. Plaintiff brings this action as a class action pursuant to Federal Rule of Civil Procedure, Rules 23(a), (b)(2), (3), and (c)(4) on behalf of himself and the following class of consumers (each a "class member" of the "Class"):

All persons within the United States who purchased a Bumble Boost subscription from Defendants, any time from three years prior to the date this action is first filed through the date of certification, which subscription (1) failed to provide that the contract may be cancelled without a cancellation fee within three business days after purchase; or (2) failed to include a notice of cancellation; and/or (3) failed to provide a Dating Service Consumer Bill of Rights to the person.

44. Excluded from the Class are Defendants as well as Defendants' affiliates, employees, officers and directors. Plaintiff reserves the right to amend the definitions of the class if discovery or further investigation reveals that the class should be expanded or otherwise modified.

45. Numerosity/Impracticability of Joinder: The members of the Class are so numerous that joinder of all members would be impracticable. Plaintiff reasonably estimates that the proposed Class consists of hundreds of thousands, or millions, of consumers.

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

- a. Whether the New York Dating Services Law applies to Bumble and class members nationwide;
- b. Whether New York's deceptive practices law, N.Y. G.B.L § 349, applies to Bumble and class members nationwide;
- c. Whether Bumble qualifies as a social referral service under the Dating Services Law;
- d. Whether Bumble's Terms and Conditions violate the Dating Services Law;
- e. Whether Bumble provided Plaintiff and class members with the Dating Services Consumer Bill of Rights;
- f. Whether Bumble's no-refund policy violates the Dating Services Law;
- g. Whether Bumble's acts and practices constitute unlawful and deceptive acts under the New York General Business Law, Section 349;
- h. Whether, as a result of Bumble's conduct, Plaintiff and the class members suffered injury; and
- i. Whether, as a result of Bumble's conduct, Plaintiff and the class members are entitled to equitable relief and/or other relief, and, if so, the nature of such relief.

47. Typicality: Plaintiff's claims are typical of the claims of the Class because Plaintiff and all class members were injured by the same wrongful practices in which Bumble

engaged. Plaintiff's claims arise from the same practices and course of conduct that give rise to the claims of the Class and are based on the same or similar legal theories.

48. Adequacy: Plaintiff will fully and adequately protect the interests of the members of the Class and has retained class counsel who are experienced and qualified in prosecuting class actions, including consumer class actions and other forms of complex litigation. Neither Plaintiff nor his counsel has interests contrary to or conflicting with those of the Class. Bumble has no defenses unique to Plaintiff.

49. Superiority: A class action is superior to all other available methods for the fair and efficient adjudication of this controversy for, *inter alia*, the following reasons: prosecutions of individual actions are economically impractical for members of the Class; the Class is readily definable; prosecution as a class action avoids repetitious litigation and duplicative litigation costs, conserves judicial resources, and ensures uniformity of decisions; and prosecution as a class action permits claims to be handled in an orderly and expeditious manner.

50. Plaintiff does not anticipate any difficulty in the management of this litigation.

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

52. Without a class action, Bumble will continue a course of action that will result in further damages to Plaintiff and the Class and will likely retain the benefits of their wrongdoing.

53. Based on the foregoing allegations, Plaintiff's claims for relief include those set forth below.

## CLAIMS FOR RELIEF

### FIRST CLAIM FOR RELIEF

#### **Violations of the New York Dating Services Law, New York General Business Law, Section 394-c (On Behalf Of Plaintiff and the Class)**

54. Plaintiff repeats and realleges the allegations of the preceding paragraphs as if fully set forth herein. Plaintiff brings this claim under N.Y. G.B.L. § 394-c on his own behalf and on behalf of each class member.

55. Bumble Boost is a “social referral service” as that term is defined in New York General Business Law, Section 394-c(1)(a).

56. Bumble’s conduct, as alleged above, violates the New York Dating Services Law, New York General Business Law, Section 394-c (7)(a) through 7(e). As a result of these violations of law, Plaintiff and class members were injured.

57. Bumble’s violations of Section 394-c of New York’s General Business Law threaten additional injury if the violations continue. Plaintiff and class members have no adequate remedy at law.

58. N.Y. G.B.L. § 394-c(9)(b) provides in part as follows: “Any person who has been injured by reason of a violation of this section may bring an action in his or her own name to enjoin such violation, an action to recover his or her actual damages or fifty dollars whichever is greater, or both such actions.”

59. Pursuant to N.Y. G.B.L. § section 394-c, Plaintiff, on his own behalf and on behalf of the Class, seeks the greater of actual or statutory damages, costs and expenses, pre and post-judgment interest.

60. Plaintiff, on his own behalf and on behalf of the Class further seeks equitable relief against Bumble. Pursuant to N.Y. G.B.L. § 394-c(9)(b), this Court has the power to award

such relief, including but not limited to, an order declaring Bumble's practices as alleged herein to be unlawful, an order enjoining Bumble from undertaking any further unlawful conduct, and an order directing Bumble to refund to Plaintiff and the Class all amounts wrongfully collected or withheld.

**SECOND CLAIM FOR RELIEF**  
**Violations of Section 349 of the New York General Business Law,**  
**Deceptive Acts and Practices**  
**(On Behalf Of Plaintiff and the Class)**

61. Plaintiff repeats and realleges the allegations of the preceding paragraphs as if fully set forth herein. Plaintiff brings this claim under N.Y. G.B.L. § 349 on his own behalf and on behalf of each class member.

62. Plaintiff and Class Members are "consumers" as defined in Section 349 of the New York General Business Law.

63. Bumble has engaged in, and continues to engage in, deceptive acts and practices in violation of N.Y. G.B.L § 349. At all times relevant, Bumble conducted trade and commerce within the meaning of Section 349 of the New York General Business Law.

64. Further, Bumble's acts and practices were misleading in a material way. Bumble's acts and practices as described above are per se illegal as they violate the New York Dating Services Law.

65. Bumble's failure to inform Plaintiff and class members of their statutory rescission rights and other rights in the Dating Service Bill of Rights is misleading in a material way.

66. Bumble's deceptive business practices adversely impacted a class of purchasers, and therefore, constitute consumer-oriented conduct under Section 349 of the New York General Business Law.

67. As a direct result of Bumble's deceptive acts and practices, Plaintiff and class members suffered injury.

68. Bumble's violations of N.Y. G.B.L § 349 have damaged Plaintiff and other class members, and threaten additional injury if the violations continue.

69. The aforementioned acts are willful, unfair, unconscionable, deceptive, and contrary to the public policy of New York, which aims to protect consumers.

70. Pursuant to section 349 of the New York General Business Law, Plaintiff, on his own behalf and on behalf of the Class, seeks the greater of actual or statutory, as well as treble damages, costs and expenses, pre and post-judgment interest, and attorneys' fees.

71. Plaintiff, on his own behalf and on behalf of the Class further seeks equitable relief against Bumble. Pursuant to N.Y. G.B.L § 349(h), this Court has the power to award such relief, including but not limited to, an order declaring Bumble's practices as alleged herein to be unlawful, an order enjoining Bumble from undertaking any further unlawful conduct, and an order directing Bumble to refund to Plaintiff and the Class all amounts wrongfully collected or withheld.

**THIRD CLAIM FOR RELIEF**  
**Unjust Enrichment**  
**(On Behalf of Plaintiff and the Class)**

72. Plaintiff repeats and realleges the allegations of the preceding paragraphs as if fully set forth herein. Plaintiff brings this claim on his own behalf and on behalf of each class member.

73. Plaintiff and the class members have conferred upon Bumble a benefit, including monies paid retained by Bumble, that should lawfully be refunded to them pursuant to their cancellation and rescission rights under the New York Dating Services Law.

74. These benefits came at the expense of Plaintiff and class members. As a result of Bumble's illegal and deceptive conduct, Plaintiff and class members suffered monetary damages and loss of the cancellation and rescission rights under the New York Dating Services Law.

75. Under principles of equity and good conscience, Bumble should not be permitted to retain the money and other benefits acquired through the unlawful conduct. All funds, revenues, and benefits unjustly received by Bumble rightfully belong to Plaintiff and class members.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff on behalf of himself and the Class, respectfully prays:

- (a) For an order certifying this action as a class action, appointing Plaintiff as representative of the Class, and appointing his attorneys as counsel for the Class;
- (b) For actual, statutory, and treble damages for all applicable claims in amounts to be proven at trial;
- (c) For an order permanently enjoining Bumble from engaging in the unlawful practices alleged herein;
- (d) For an award of attorneys' fees, costs, and expenses;
- (e) For an award of pre and post-judgment interest; and
- (f) For such other and further relief as may be just and proper.

#### **JURY TRIAL DEMAND**

Plaintiff hereby demands trial by jury of all issues so triable.

Dated: September 13, 2018

Respectfully submitted,

PARASMO LIEBERMAN LAW

By: /s/Grace E. Parasmio  
Grace E. Parasmio

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*Attorneys for Plaintiff Schlossberg, on his own behalf and on behalf of all others similarly situated*

## **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](mailto: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.

SHOULD APPLICABLE LAW NOT PERMIT THE FOREGOING EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, THEN WE GRANT THE MINIMUM EXPRESS OR IMPLIED WARRANTY REQUIRED BY APPLICABLE LAW. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS SECTION.

ADDITIONALLY, WE DO NOT MAKE ANY WARRANTIES THAT THE APP OR SITE WILL BE UNINTERRUPTED, SECURE OR ERROR FREE OR THAT YOUR USE OF THE APP OR SITE WILL MEET YOUR EXPECTATIONS, OR THAT THE APP, SITE, OUR CONTENT, ANY MEMBER CONTENT, OR ANY PORTION THEREOF, IS CORRECT, ACCURATE, OR RELIABLE. YOUR USE OF THE APP OR SITE IS AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER MEMBERS. BUMBLE TRADING INC IS NOT RESPONSIBLE FOR THE CONDUCT OF ANY USER. BUMBLE DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS ON ITS MEMBERS.

NEITHER US NOR ANY OWNER WILL BE LIABLE FOR ANY DAMAGES, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, INCOME, PROFIT OR GOODWILL, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES ARISING OUT OF YOUR ACCESS TO OR USE OF THE APP, SITE, OUR CONTENT, OR ANY MEMBER CONTENT, HOWEVER CAUSED, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PROPRIETARY RIGHTS INFRINGEMENT, PRODUCT LIABILITY OR OTHERWISE.

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](mailto: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.