

# General Conditions for Dating Sites 2014



## General Conditions for Dating Sites

These General Conditions were drawn up in consultation with the Dutch Consumers' Association [*Consumentenbond*] in the framework of the Self-regulation Coordination Group [*SER Coördinatiegroep Zelfreguleringsoverleg*] of the Social and Economic Council of the Netherlands [*SER*] and enter into force on 1 January 2014. These Conditions form a single entity with the General Conditions of [Thuiswinkel.org](http://Thuiswinkel.org).

## ARTICLE 1. Definitions

In these Conditions, the following terms will be understood to have the meanings assigned to them below:

<i>Dating Site:</i>	the enterprise that offers the service delivery described in Section 2.1.
<i>Consumer:</i>	the natural person, not acting in a business or professional capacity, who enters into an agreement with the Dating Site for paid or unpaid Membership.
<i>Participants:</i>	the other Consumers who have concluded an agreement with the Dating Site.
<i>Website:</i>	the online platform via which the service described in Section 2.1 is delivered.
<i>Membership:</i>	the agreement between a Dating Site and a Consumer for the provision of the service delivery described in Section 2.1, whether or not in return for payment of a Membership Fee.
<i>Thuiswinkel Conditions:</i>	the General Conditions of Thuiswinkel.org.
<i>Privacy Conditions:</i>	the Conditions of the Dating Site regarding the processing of personal data [link].

## ARTICLE 2. Service delivery

1. The service to be delivered by the Dating Site consists of offering an online possibility of getting in touch with other Participants or the online matching of Participants who match one another on the basis of indicators that have been determined by the Dating Site. The Dating Site will provide a general overview of these indicators on its Website.
2. The Dating Site offers no guarantee of success or of a relationship.
3. The Dating Site is transparent regarding the service that it offers. It gives clear information – before someone takes out Membership – about charges, conditions, automatic extension of Membership, and the possibilities offered by the Website so that the Consumer can get a good idea of what is being offered.
4. The Dating Site can impose supplementary requirements on Consumers who wish to make use of the service. This includes, for example, requirements regarding the minimum or maximum age, education, and desired type of relationship. These requirements are clearly communicated on the Website before someone takes out Membership. The supplementary requirements are only set in order to define the target group for the Dating Site concerned and to increase the chance of success, a date, or a match. The supplementary requirements may not conflict with the present General Conditions or the *Thuiswinkel* Conditions.
5. On [name of Dating Site], the following supplementary requirements apply:
  - Minimum age [to be filled in by the Dating Site; minimum 16 years of age]. [Supplementary requirements per Dating Site]
6. The possibility for getting in touch with other Participants can be made subject to Conditions, for example the condition of taking out paid Membership. The Dating Site provides the Consumer with information – before he/she takes out Membership – about the conditions under which Participants can get in touch with one another and about which Participants receive, or do not receive, which messages.
7. If the service is delivered in return for payment of a Membership Fee, said fee will be based on a fixed amount for a given period or on an amount for each action or combination of actions. The Dating Site will provide clear information about this on its Website before someone takes out Membership.
8. The Dating Site cannot vouch for the correctness or completeness of the information made available by Participants. Participants are themselves responsible for the information that they make available on the Website.
9. The Dating Site is not responsible for the conduct of Participants, for example during a personal meeting following becoming acquainted via the Website.

**ARTICLE 3. Availability of Service**

1. The Dating Site endeavours to ensure that the service is provided to Consumers without malfunctions. The Dating Site cannot vouch for continuous availability of the services.
2. The Dating Site will announce maintenance of the Website as far as possible in advance and will minimise inconvenience as far as possible.

**ARTICLE 4. Conduct of Consumers**

1. The Consumer is not permitted to act indecently, unlawfully or contrary to the law, or to cause or encourage others to do so. He/she is prohibited, for example,
  - from using threatening language towards Participants or towards the Dating Site;
  - from uploading improper texts, images, and/or audio material;
  - from uploading images and/or audio material that infringe the intellectual property rights of third parties.
 [Optional: to be added to by the Dating Site]
2. The Consumer is also not permitted
  - to make statements in the profile that are not true;
  - to carry out targeted searches for erotic contact, or offer erotic contact;
  - to fill in several profiles per person;
  - to distribute commercial information;
  - to cause harm or inconvenience to other Participants or to the Dating Site;
  - to make racist or offensive statements;
  - to publicly disclose information from a profile of another user in any way, to duplicate such information in any way, or to use (or reuse) such information in any way without the express consent of the Participant concerned;
  - to provide log-in details to third parties; these are strictly personal.
 [Optional: to be added to by the Dating Site]
3. If a Consumer acts contrary to the provisions of Sections 3.1 or 3.2, the Dating Site will be entitled to cancel the Consumer's Membership and to immediately alter, block, or delete the Consumer's profile. The Dating Site will notify the Consumer of such blockage or deletion, stating the reasons.
4. The Consumer accepts that – if this is reasonably necessary – the Dating Site can check the data he/she has provided and his/her conduct in connection with possible violations of the provisions of Sections 3(1) and 3(2).

**ARTICLE 5. Complaints about Participants; Deception**

1. If a Dating Site receives a complaint about a Participant, it will investigate the complaint and if necessary take appropriate measures. The Dating Site will endeavour to delete, alter, or block Consumer profiles that contain untrue statements, that are misleading, or which can clearly cause harm or inconvenience in some other way to other Participants.
2. The Dating Site will endeavour to notify Consumers of potential deception by Participants on the Dating Site. Notification will be given on the Website itself of the risks, and tips will be given to prevent harm.

**ARTICLE 6. Protection of Personal Data**

1. Use of the Dating Site is subject to the Dating Site's Privacy Conditions. These specify how the Consumer's personal data is processed. In processing personal data, the Dating Site will observe the statutory rules regarding the protection of privacy and the legislation regarding cookies.
2. If the Dating Site reasonably suspects a contravention of the rules set out in Sections 3(1) and 3(2) and other Participants consequently sustain, or may sustain, harm or inconvenience, the Dating Site will be entitled to inspect the data exchanged between Participants via the Dating Site. The Dating Site will work out the details of this in the Privacy Policy.

**ARTICLE 7. Liability**

1. The Dating Site is liable vis-à-vis Consumers for harm resulting from a breach of the agreement, unless such breach cannot be attributed to the Dating Site.

2. The Consumer is liable vis-à-vis the Dating Site for harm resulting from a breach of the agreement on the part of the Consumer, for example as a result of contravention of Section 3, unless such breach cannot be attributed to the Consumer.

#### **ARTICLE 8. Cancellation by Consumer**

1. Paid Membership can be taken out for a given period, with due observance of Section 12.8 of the *Thuiswinkel* Conditions. After that period, the Membership may be tacitly extended for an indefinite period. When Membership is taken out, the Dating Site will explicitly notify the Consumer of this possibility of it being tacitly extended.
2. Paid Membership may be cancelled with effect from the end of the initial period and also at any time after the end of that period, observing [to be filled in by the Dating Site; maximum of 1 week] notice.
3. (Paid) Membership can be cancelled by means of [to be filled in by the Dating Site, in any case: e-mail, Website, and letter], with the [name and address/Membership number] being given. The Consumer will receive confirmation of cancellation at his/her e-mail address as known to the Dating Site.
4. At the Consumer's request, at any time – and regardless of whether (paid) Membership has been cancelled – the Dating Site will deactivate the Consumer's profile as soon as possible, but in any case within two (2) weeks.
5. Within [at least 14] days after taking out Membership, the Consumer will have the option of making use of the right of withdrawal within the meaning of Section 6 of the *Thuiswinkel* Conditions. If the Consumer makes use of that option but the Consumer has already made actual use during that period of the paid service delivery of the Dating Site, the Dating Site will be entitled to charge the Consumer a reasonable amount for the service delivery provided. Such amount will not be any higher than the subscription fee for a period of [maximum: 1 month]. The Dating Site will explicitly request the Consumer's consent to allow provision of the service to commence before the end of the withdrawal period, and when doing so will notify the Consumer of the amount that will be charged if the Consumer does in fact withdraw.

#### **ARTICLE 9. Complaints**

In deviation from Section 14 of the *Thuiswinkel* Conditions, the Dating Site will provide a substantive answer to a complaint within three (3) working days of the complaint being submitted.

#### **ARTICLE 10. Supplementary Provisions and Amendments**

1. Any supplementary conditions may not be to the disadvantage of Consumers. Such supplementary provisions will be recorded in writing or in such a manner that the Consumer can easily store them on a sustainable data medium.
2. These General Conditions for Dating Sites may only be amended in consultation with the Dutch Consumers' Association.



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