

# **Matchmade**

## **Combined Terms of Service & Privacy Policy**

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# 1. Introduction & Acceptance

Welcome to **Matchmade** ("we," "us," "our," or the "Service"). We're a personal, human-led matchmaking service that uses AI assistance to help people find meaningful romantic connections.

**By using our Service, submitting your information to us, or accepting an introduction, you agree to these Terms of Service and Privacy Policy (collectively, this "Agreement").**

**If you do not agree to these terms, please do not use our Service.**

## Key Points Up Front:

- This is a **personal matchmaking service** (free with optional paid priority matching available upon request. Please note this terms of service is only for the free general pool service.)
  - We are **not a licensed or regulated matchmaking business**.
  - We use **AI (Claude by Anthropic and ChatGPT by OpenAI) to assist with analyzing profiles and suggesting matches**.
  - **All final matching decisions are made by a human matchmaker.**
  - We do **NOT** conduct background checks, criminal history checks, or identity verification beyond basic age verification.
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## 2. About Our Service

### What We Do:

Matchmade is a personal matchmaking service where:

1. You fill out a detailed intake form about yourself and who you're looking for
2. We use AI (Claude by Anthropic and ChatGPT by OpenAI) to help analyze your profile and identify potential compatible matches
3. Our human matchmaker reviews AI suggestions and makes the final decision
4. We only introduce matches after receiving **double opt-in consent** from both people
5. Introductions are made via text message (using Google Voice)
6. We ask for updates, feedback, and respectful communication throughout the process

### Service Availability:

- Currently available in the **United States only**
  - Service may not be available in all locations
  - We reserve the right to decline service to anyone at our discretion
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### 3. Important Disclaimers & Limitations

#### THIS SERVICE IS NOT PROFESSIONAL ADVICE

##### PLEASE READ CAREFULLY:

Our Service, including any AI assistance we use, is provided for matchmaking and social introduction purposes. While we provide matchmaking services, we are NOT:

- Licensed or regulated professional matchmakers
- Dating coaches or licensed relationship counselors
- Psychologists, therapists, or mental health professionals
- Any other type of licensed professionals

##### We do NOT:

- Guarantee matches, dates, relationships, or any relationship outcomes
- Conduct comprehensive identity verification or criminal background checks on users
- Verify the accuracy of information people provide
- Make any representations about the character, safety, or suitability of any person
- Provide professional advice of any kind

**DO NOT USE THIS SERVICE FOR EMERGENCIES.** If you are experiencing a medical, mental health, or safety emergency, call 911 or visit the nearest emergency room immediately.

##### Your Responsibility:

- **You are solely responsible** for your interactions with people we introduce you to
- **Use common sense and caution** when meeting anyone in person
- **Report any concerns** to us immediately, but know that we are not responsible for others' conduct

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### 4. AI-Assisted Matchmaking Disclosure

#### How We Use AI:

Our Service uses **Claude (an AI assistant created by Anthropic, Inc.)** and **ChatGPT (an AI assistant created by OpenAI)** to help with matchmaking in the following ways:

##### AI Assists With:

- Analyzing profile information and preferences
- Identifying patterns and compatibility factors

- Generating potential match suggestions
- Helping assess compatibility between profiles

**AI Does NOT:**

- Make final matching decisions (a human does)
- Communicate directly with you or matches
- Have access to your conversations after introductions
- Make guarantees about relationship success

**Important AI Limitations & Risks:**

**BY USING OUR SERVICE, YOU UNDERSTAND AND AGREE THAT:**

1. **AI Can Make Mistakes:** Artificial intelligence is not perfect. The AI we use may:
  - Provide inaccurate or inappropriate match suggestions
  - Misinterpret information in profiles
  - Miss important compatibility factors
  - Make errors in analysis
2. **AI Is Not Human:** The AI cannot:
  - Understand nuances of human emotion and connection
  - Replace human judgment and intuition
  - Guarantee compatibility or chemistry
  - Assess someone's true character or intentions
3. **You Use AI-Generated Suggestions At Your Own Risk:**
  - We are not liable for any AI-generated match suggestions
  - AI suggestions should not be the sole basis for meeting someone
  - Always exercise your own judgment
  - Trust your instincts over any AI assessment
4. **AI Advice Is Not Professional Advice:**
  - Any information or insights generated by AI are for entertainment purposes only
  - AI-generated assessments are NOT diagnostic, psychological, or professional in nature
  - Do not rely on AI suggestions to determine if someone is safe to meet
5. **Third-Party AI Services:**
  - We use Claude (provided by Anthropic, Inc.) and ChatGPT (provided by OpenAI)
  - Anthropic's and OpenAI's terms and privacy policies apply to their AI services
  - We cannot control or guarantee the AI services' availability or performance
  - These companies may use anonymized data to improve their AI systems (see Section 8)

**YOU ARE SOLELY RESPONSIBLE FOR:**

- Your decision to meet anyone we introduce you to
- How you interact with matches
- Your safety when meeting people
- Any outcomes or consequences from your matches

**WE ARE NOT LIABLE** for any inaccurate, incomplete, or inappropriate AI-generated match suggestions or analysis.

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## **5. Privacy Policy: What Information We Collect**

### **Information You Provide to Us:**

#### **Basic Information:**

- Name
- Age and date of birth
- Phone number
- Email address
- General location (city/neighborhood, NOT specific address)

#### **Profile Information:**

- Information about yourself, your interests, values, lifestyle, and preferences
- What you're looking for in a partner
- Photos you upload
- Responses to our intake form prompts

#### **Communication & Feedback:**

- Text messages you send us via Google Voice
- Emails you send us
- Updates about your matches
- Feedback about your experience
- Any concerns or safety issues you report

### **Information We Generate:**

#### **Matching Information:**

- Notes about your compatibility with potential matches
- AI-generated match suggestions and analysis
- Match history (who you've been introduced to)
- Feedback from matches about you

### **Website & Form Data**

If you access our Service through a website or online intake form (including forms hosted on Netlify), basic technical information may be collected automatically, including:

- Browser type and version
- Device type
- IP address (collected by our hosting provider)
- Time and date of form submission

We do not use tracking cookies, behavioral advertising pixels, or analytics tools that track you across other websites. Any technical data collected by our hosting provider (Netlify) is governed by Netlify's privacy policy.

### **Information We Do NOT Collect:**

We do **NOT** collect:

- Precise GPS location or device location data
  - Social Security numbers or government ID numbers
  - Financial information beyond what's necessary for payment processing
  - Medical or health information beyond what you voluntarily share in your profile
  - Biometric data (facial recognition, fingerprints, etc.)
- 

## **6. How We Use Your Information**

We use your information to:

### **Text Message Communication Consent (TCPA):**

By submitting your information to Matchmade and agreeing to this Agreement, you explicitly consent to receive text messages from Matchmade via Google Voice at the phone number you provide. These messages may include:

- Match introductions and updates
- Service-related communications
- Feedback requests
- Any other communications related to your participation in the Service

Message frequency varies. Standard message and data rates may apply.

To opt out of text messages at any time, reply STOP to any message or contact us at [lolml@matchmade.co](mailto:lolml@matchmade.co). Note that opting out of text messages may limit our ability to provide the Service, as text is our primary communication method.

You represent that you are the account holder or authorized user of the phone number you provide, and that you have the authority to consent to receiving text messages at that number.

### **Provide the Service:**

- Analyze your profile using AI assistance
- Identify potential compatible matches
- Make matching decisions
- Facilitate introductions between mutual matches
- Communicate with you about matches and service updates

### **Service Improvement:**

- Improve our matching process
- Understand what makes successful matches
- Refine our AI-assisted analysis (anonymized)
- Develop better matching criteria

### **Safety & Accountability:**

- Address safety concerns you report
- Enforce our Community Guidelines
- Keep records of reported issues

### **Age Verification:**

- Confirm all participants are 18 years or older

### **Pause Policy**

#### **Pausing Your Participation**

We understand that life happens. If you need to temporarily pause your participation in the matching pool (due to travel, personal circumstances, or any other reason), you may do so at any time by contacting us.

To request a pause:

- Contact us at [lolml@matchmade.co](mailto:lolml@matchmade.co) or (213) 640-9450
- Let us know how long you'd like to pause (or that you'll reach back out when ready)
- We will mark your profile as paused and remove you from active matching consideration

During a pause:

- Your profile and information are retained
- You will not receive new match introductions

- You can resume at any time by contacting us

There is no limit to how many times you may pause. For Priority Matching members, pausing does not extend or pause your subscription period unless separately agreed upon in writing in your contract.

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## 7. How We Share Your Information

### With Potential Matches (Only With Your Consent):

Before an explicit opt-in, we share:

- Your first name
- 2-3 pictures of yourself
- A blurb with information about yourself including values, education, work, background, location.
- General information about why we think you might be a good match
- The fact that the other person also agreed to be introduced

Only after an explicit double opt-in, we provide:

- Your phone number (so you can text/call directly)

### Photo Release & Sharing Authorization:

By submitting photos to Matchmade and agreeing to this Agreement, you explicitly authorize us to share your photos with potential matches as part of the matchmaking process. Specifically:

- **Before opt-in:** We may share 2–3 of your submitted photos with a potential match to allow them to make an informed decision about whether they'd like to be introduced.
- **After double opt-in:** Additional photos may be shared at our discretion to facilitate your introduction.
- **Scope:** Photos are shared only with specific potential matches — never publicly, never on social media, and never with third parties outside of the matching process.
- **Your control:** You may update or remove your photos at any time by contacting us. Removal of photos will not automatically delete your profile from our matching pool.

You represent and warrant that you own or have the right to submit any photos you provide, and that submitting them does not violate any third party's rights.

### With Third-Party Services:

**We share your information with the following services to operate:**

1. **Anthropic (Claude AI):**
  - Profile information for AI-assisted matching analysis
  - Anthropic may use anonymized data to improve their AI systems
  - See Section 8 for more details
2. **Notion (Data Storage):**
  - All profile information, forms, and notes are stored on Notion
  - Notion's privacy practices govern their data handling
  - Notion privacy policy: <https://www.notion.so/privacy>
3. **Google (Communication):**
  - Phone numbers for Google Voice text communication
  - Email addresses for Gmail communication
  - Google's privacy practices apply
4. **Netlify (Database hosting)**

**We do NOT:**

- Sell your information to anyone
- Share your information for advertising or marketing purposes
- Share your information with data brokers
- Post your profile publicly or on social media without your explicit approval

**Legal & Safety Situations:**

We may disclose your information if:

- **Required by law** (court order, subpoena, legal process)
  - **To prevent illegal activity** or fraud
  - **In connection with a business transfer or acquisition** (see Section 17)
- 

## **8. Third-Party Services & Tools**

Our Service relies on the following third-party services:

### **Anthropic (Claude AI)**

**What It Is:** Claude is an AI assistant created by Anthropic, Inc. that we use to help analyze profiles and suggest matches.

**What We Share:** When we use Claude, we may share:

- Your profile information and preferences

- Information about what you're looking for
- Data needed for matching analysis

#### **Important Points:**

- **Anthropic's Terms Apply:** Use of Claude is subject to Anthropic's Terms of Service and Privacy Policy
- **Data Usage:** Anthropic may use anonymized data to train and improve their AI systems. We have no control over this.
- **No Guarantees:** We cannot guarantee Claude's availability, accuracy, or performance
- **Not Our Liability:** We are not responsible for Anthropic's data practices or any issues with their service

#### **Learn More:**

- Anthropic Privacy Policy: <https://www.anthropic.com/privacy>
- Anthropic Terms of Service: <https://www.anthropic.com/legal/terms>

### **OpenAI (ChatGPT)**

**What It Is:** ChatGPT is an AI assistant created by OpenAI that we use to help analyze profiles and suggest matches.

**What We Share:** When we use ChatGPT, we may share:

- Your profile information and preferences
- Information about what you're looking for
- Data needed for matching analysis

#### **Important Points:**

- **OpenAI's Terms Apply:** Use of ChatGPT is subject to OpenAI's Terms of Use and Privacy Policy
- **Data Usage:** OpenAI may use data submitted through their API to train and improve their AI systems. We have no control over this.
- **No Guarantees:** We cannot guarantee ChatGPT's availability, accuracy, or performance
- **Not Our Liability:** We are not responsible for OpenAI's data practices or any issues with their service

#### **Learn More:**

- OpenAI Privacy Policy: <https://openai.com/privacy/>
- OpenAI Terms of Use: <https://openai.com/policies/terms-of-use/>

### **Notion (Data Storage)**

**What It Is:** Notion is a cloud-based workspace where we store all profiles, forms, notes, and matching information.

**What We Share:** All information you provide to us is stored in Notion.

**Important Points:**

- **Notion's Terms Apply:** Notion's privacy practices govern how they handle data on their servers
- **Security:** Notion uses industry-standard security measures
- **Our Access:** Only we (the matchmaker) have access to our Notion workspace

**Learn More:**

- Notion Privacy Policy: <https://www.notion.so/privacy>

**Google (Communication Tools)**

**What It Is:** We use Google Voice for text messaging and Gmail for email.

**What We Share:**

- Your phone number (for Google Voice texting)
- Your email address (for Gmail communication)

**Important Points:**

- **Google's Terms Apply:** Google's privacy practices govern their services
- **Our Access:** Only we (the matchmaker) have access to these communication accounts

**Learn More:**

- Google Privacy Policy: <https://policies.google.com/privacy>

**Your Responsibility:**

**You acknowledge and agree that:**

- These third-party services have their own terms and privacy policies
- We do not control these third-party services
- You should review their policies if you have concerns
- We are not liable for their data practices or service issues

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## 9. Data Security & Storage

## How We Protect Your Information:

### We take reasonable steps to protect your information:

- All data is stored on secure, password-protected Notion workspace
- Only the matchmaker has access to your information
- We do not share login credentials
- Communication via Google Voice and personal email

### However, you understand that:

- **No system is 100% secure** - we cannot guarantee absolute security
- **Once we introduce you to a match**, we cannot control what you choose to share with them or how they use it
- **This is a personal service** with limitations - we do not have enterprise-level security infrastructure
- **You should use good judgment** about what personal information you share with matches

## Data Breach Notification:

If we experience a data breach that affects your personal information, we will:

- Notify you promptly via email or text message
  - Explain what information was compromised
  - Describe steps we're taking to address it
- 

## 10. How Long We Keep Your Information

- **We keep your information indefinitely unless you ask us to delete it**
- You will remain in our free general matching pool unless you tell us otherwise
- You can request deletion at any time (see Section 11)

### If You Want to Be Removed:

- **You must explicitly tell us** if you want your information deleted or want to be removed from the matching pool. We will delete your information within **30 days** of your deletion request.

### Exceptions - We May Keep Information Longer If:

1. **Legal Requirements:**

- Required by law to retain certain information
  - Responding to valid legal requests (subpoenas, court orders)
  - Tax or accounting obligations for any payments processed
2. **Safety & Security:**
- Outstanding safety concerns or reported issues
  - Disputes or investigations involving you
  - Need to prevent banned users from re-registering
3. **Aggregated/Anonymized Data:**
- We may keep anonymized, non-identifiable data for service improvement
  - This data cannot be traced back to you
- 

## 11. Your Privacy Rights

You have the following rights regarding your information:

### **Right to Access:**

**You can request a copy of all information we have about you.**

- Contact us and we'll provide it within **30 days**
- No charge for reasonable requests
- You have the right to request a copy of your personal information in a portable, commonly used format (such as a PDF or spreadsheet). This allows you to retain your information or transfer it elsewhere.

To request your data:

- Contact us at [lolml@matchmade.co](mailto:lolml@matchmade.co)
- Subject line: "Data Portability Request"
- We will provide your information within 30 days

### **Right to Correction:**

**You can request that we correct inaccurate or incomplete information.**

- Contact us with the corrections
- We'll update your information promptly

### **Right to Deletion:**

**You can request that we delete your information at any time.**

- We will delete your data within **30 days**

- Exceptions apply for legal requirements or safety concerns

### **Right to Opt-Out:**

- **Decline introductions:** You can say no to any proposed match
- **Stop communication:** You can stop receiving messages from us at any time
- **Withdraw from service:** You can leave the service entirely

### **How to Exercise Your Rights:**

#### **Contact us at:**

- Email: [Your Email Address]
- Text: [Your Google Voice Number]
- Subject: "Privacy Rights Request"

**We may ask you to verify your identity before fulfilling your request** to protect your information.

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## **12. Payment & Subscription Terms**

**This section applies if you choose to use our paid Priority Matching service for which you will receive a separate service agreement detailing your tier. This terms of service applies only to the Free Service.**

### **Service Tiers:**

#### **Free Service:**

- Join our matching pool at no cost
- Receive introductions as matches become available
- No payment required

#### **Priority Matching (Paid Service):**

- Pay to be prioritized in our matching process
- Move to the top of the matching list
- Monthly subscription service
- Pricing varies per person based on individual circumstances

### **What Constitutes an "Introduction" or "Match"**

**An "introduction" or "match" is considered delivered when:**

1. We identify two potentially compatible people
2. **Both people provide explicit opt-in consent** to be introduced (double opt-in)
3. We send an **introduction text** to both people, connecting you together

**Once we send the introduction text connecting you with another person, that counts as a delivered match, regardless of what happens next.**

**For example:**

- If the other person doesn't respond → Still counts as a delivered introduction
- If you text once and they don't reply → Still counts as a delivered introduction
- If you chat but decide not to meet → Still counts as a delivered introduction
- If you go on a date and it doesn't work out → Still counts as a delivered introduction
- If the other person ghosts you → Still counts as a delivered introduction

**We have fulfilled our service once both people have agreed and we have made the introduction via text message.**

## **Payment Methods For Priority Tier:**

**Currently Accepted:**

- **Venmo:** We currently accept payment via Venmo

**Coming Soon:**

- **Credit/Debit Card:** We will be adding credit card payment processing in the future

**Payment Processing:**

- All payments must be received before Priority Matching service begins
- Payments are non-refundable except as specified in our Refund Policy below
- You are responsible for any fees charged by your payment provider (Venmo, bank, credit card company, etc.)

## **Subscription Terms:**

**If you sign up for Priority Matching:**

1. **3 Month Subscription:**
  - Priority Matching is billed on a monthly basis
  - Payment is due at the start of each subscription term
2. **Subscription Period:**
  - Each subscription period is **three (3) calendar months**
  - Your subscription month begins on the date you make your first payment
3. **How to Cancel:**

- You may cancel your Priority Matching subscription **by informing us via email.**
  - Contact us at: rinagpatel1@gmail.com or (213) 640-9450
  - Refunds will be based on the terms of the signed Priority Matchmaking Service Agreement.
4. **What Happens When You Cancel:**
- After your subscription ends, you will return to the free service tier
  - You will remain in our matching pool but will no longer have priority status
  - We will not delete your information unless you specifically request it (see Section 10)

## **Refund Policy:**

**All payments are non-refundable, unless agreed upon in the signed Priority Matchmaking Agreement.**

## **How to Request a Refund:**

If you believe you qualify for a refund under our policy:

1. **Contact us in writing:**
  - Email: rinagpatel1@gmail.com
  - Subject: "Refund Request"
2. **Include the following information:**
  - Your name and contact information
  - Date(s) of payment
  - Amount paid
  - Reason you believe you qualify for a refund
  - Any supporting documentation
3. **We will review your request within 7 business days**
4. **Refund processing:**
  - If approved, refunds will be issued via the same payment method you used
  - Refunds will be processed within 14 days of approval
  - We are not responsible for how long your payment provider takes to process the refund

## **State-Specific Cancellation Rights:**

### **California, New York, and Illinois Residents:**

You may cancel your Priority Matching subscription within **three (3) business days** of your initial purchase for a full refund, no questions asked.

### **How to Exercise This Right:**

- Contact us in writing within 3 business days
- Email: rinagpatel1@gmail.com
- Subject: "3-Day Cancellation"

- We will process your refund within 10 business days

This right applies only to your initial purchase, not to subscription renewals.

### **Price Changes:**

- Pricing for Priority Matching varies per person based on individual circumstances
- We reserve the right to change our pricing at any time
- Price changes will not affect your current subscription period

### **Taxes:**

- All prices are in U.S. Dollars (USD)
  - Prices do not include any applicable sales tax, use tax, or other taxes
  - You are responsible for paying any applicable taxes
  - If we are required to collect sales tax, it will be added to your total
- 

## **13. Community Guidelines & User Conduct**

To keep our community safe and respectful, all participants must follow these guidelines:

### **User/Client Agrees To:**

#### **Be Honest:**

- Provide accurate information about yourself
- Use recent, authentic photos
- Tell the truth about your age, relationship status, and what you're looking for

#### **Photo Requirements**

All photos you submit must:

- Be recent (taken within the last 12 months)
- Clearly show your face
- Be authentic and unaltered beyond standard brightness/contrast adjustments
- Be of you and only you (no group photos as your primary photo)
- Not be heavily filtered or digitally altered in ways that misrepresent your appearance
- Not contain nudity, explicit content, or anything that violates these Community Guidelines

You represent and warrant that:

- You are the person depicted in all submitted photos
- You have the right to submit all photos you provide
- Your photos do not infringe on any third party's copyright or rights

Submitting photos that misrepresent your appearance is grounds for immediate removal from the Service.

 **Be Respectful:**

- Treat matches and the matchmaker with kindness and respect
- Communicate clearly and honestly
- Follow through on commitments

 **Communicate:**

- Respond to messages in a timely manner
- If a match doesn't feel right, tell both the person and us - **no ghosting**
- Provide feedback about your matches
- Report any concerns or uncomfortable situations **immediately**

**Response Time Expectations**

Timely communication keeps our community healthy and respectful of everyone's time. You agree to:

- Respond to match opt-in requests within 7 days of receiving them
- Respond to introductions and initial messages from matches within 24 hours
- Notify us if you need additional time due to travel, personal circumstances, or other reasons

Failure to respond within these timeframes may result in your match opportunity being passed to another candidate.

**Inactive Profiles**

If you have not responded to any communications from Matchmade for 6 consecutive months, we may:

- Mark your profile as inactive
- Temporarily pause your participation in the matching pool
- Contact you to confirm whether you wish to remain in the Service

We will attempt to reach you via email and text before taking any action. If we do not hear back within 30 days of our outreach, we may remove your profile from active consideration. Your information will not be deleted unless you request it per Section 10.

 **Stay Safe:**

- Use common sense when meeting anyone in person
- Meet in public places for first dates
- Tell a friend where you're going
- Trust your instincts

### **User/Client MUST NOT:**

#### **✗ Misrepresent Yourself:**

- Provide false information
- Use fake or heavily edited photos
- Lie about your age, relationship status, or intentions

#### **✗ Harass or Harm Others:**

- Harass, bully, threaten, or intimidate matches or the matchmaker
- Send unwanted sexual content or make inappropriate advances
- Engage in hate speech or discriminatory behavior
- Share someone's private information without consent

#### **✗ Engage in Illegal Activity:**

- Use the Service for illegal purposes
- Solicit money or financial information from matches
- Attempt to scam or defraud anyone
- Violate any applicable laws

#### **✗ Abuse the Service:**

- Create multiple profiles
- Try to circumvent our matching process
- Spam or harass the matchmaker
- Use information from the Service for commercial purposes

### **Consequences of Violations:**

If you violate these guidelines, we may:

- Issue a warning
- Remove you from the Service immediately
- Ban you from using the Service in the future
- Report serious violations to authorities
- Take legal action if necessary

**We reserve the right to remove anyone from the Service at any time, for any reason, at our sole discretion.**

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## 14. Safety Guidelines

Your safety is important to us, but **you are ultimately responsible for your own safety**. Here are our recommendations:

### Report Concerning Behavior:

**Contact us immediately if:**

- Someone makes you feel unsafe or uncomfortable
- Someone asks for money
- Someone's behavior doesn't match their profile
- You experience harassment, threats, or abuse
- You suspect someone is lying about who they are
- Anything else feels wrong

**Contact:** rinagpatel1@gmail.com or (213) 640-9450

### Remember:

- **We do NOT conduct background checks** or verify information beyond basic age verification
- **We cannot guarantee anyone's safety, character, or intentions**
- **You participate in this Service at your own risk**

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## 15. Age Requirement

**Our Service is ONLY for individuals who are 21 years of age or older.**

Our Service is intended exclusively for individuals who are 21 years of age or older, and is not directed to children under 21. We do not knowingly collect personal information from anyone under 21, and comply with the Children's Online Privacy Protection Act (COPPA) with respect to anyone under 13.

### How We Verify Age

We verify age by:

- Requesting date of birth on the intake form
- Reviewing photos to ensure users appear to be adults

This is NOT comprehensive identity or age verification. We rely on users to be honest.

## **If We Discover Minors**

If we become aware that someone under 18 has submitted information or is using the Service:

- We will immediately delete their information
- We will not provide any services to them
- We will terminate their participation

For anyone we discover to be under 18, deletion will be immediate and prioritized in compliance with COPPA. If you believe we have collected information from anyone under 18, please contact us immediately at [lolml@matchmade.co](mailto:lolml@matchmade.co).

## **Your Responsibility**

By using this Service, you represent and warrant that you are at least 18 years old.

If you are under 18, DO NOT use this Service or submit any information.

## **If You Suspect a Minor**

If you believe someone using the Service is under 18, please report it to us immediately at [lolml@matchmade.co](mailto:lolml@matchmade.co).

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# **16. No Guarantees**

**PLEASE READ THIS SECTION CAREFULLY:**

## **We Make NO Guarantees:**

- You will receive any double opt in matches
- You will like profiles presented to you
- Your profile will be liked by others
- That any introductions/matches will lead to relationships
- You will find love, romance, or any particular outcome

## **This Service Is "As Is":**

**You understand and agree that:**

- This is a **free, personal service** with limitations
- **Matchmaking is subjective**
- **Chemistry and compatibility are unpredictable**
- **AI assistance has limitations** and may make mistakes

- We cannot control how matches behave or what they do

## **Your Expectations:**

### **Please have realistic expectations:**

- Matchmaking takes time - be patient
- Not every introduction will be a match
- You may need to meet several people before finding someone compatible
- There are no guaranteed timelines or outcomes
- This is an experiment in human connection, not a guarantee

**If you require guaranteed outcomes, this Service is not appropriate for you.**

## **Service Interruption**

Matchmade is a personal, human-led service operated by a single matchmaker. You understand and agree that:

- The Service may be temporarily unavailable due to the matchmaker's illness, personal circumstances, travel, or other life events
- We will make reasonable efforts to notify you of extended interruptions (more than 14 days) via email or text
- Service interruptions do not constitute a breach of this Agreement
- For Priority Matching members, extended interruptions of more than 30 days may be addressed in your separate Priority Matchmaking Service Agreement

We will always do our best to communicate proactively if we anticipate any significant disruption to the Service.

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## **17. Limitation of Liability**

### **IMPORTANT LEGAL TERMS - PLEASE READ:**

#### **What We Are NOT Responsible For:**

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE (Matchmade, the matchmaker, and any associated parties) ARE NOT LIABLE FOR:**

1. **Conduct of Matches:**
  - Anything your matches say or do, online or offline
  - Any harm, injury, or damage caused by matches
  - False information provided by matches

- Matches' failure to show up or follow through
- 2. **AI-Related Issues:**
  - Inaccurate or inappropriate AI-generated match suggestions
  - AI errors, mistakes, or failures
  - Limitations of AI analysis
  - Third-party AI service issues (Anthropic/Claude)
- 3. **Service Issues:**
  - Service interruptions or unavailability
  - Loss of data
  - Technical problems
  - Delays in matching
- 4. **Outcomes:**
  - Failed dates or relationships
  - Emotional distress from matches
  - Time or money spent on dates
  - Any outcomes from using the Service
- 5. **Third-Party Services:**
  - Notion, Google, Anthropic, or any other third-party service issues
  - Data breaches or security issues with third parties
  - Third-party service unavailability

### **Maximum Liability:**

**Any possible maximum liability to you will not exceed \$100, or the amount you paid us, whichever is greater.**

### **"As Is" Service:**

**THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OF ANY KIND.**

We make no warranties that:

- The Service will meet your expectations
- Matches will be compatible or safe
- AI suggestions will be accurate
- The Service will be uninterrupted or error-free

### **Your Responsibility:**

**YOU ASSUME ALL RISKS associated with:**

- Using this Service
- Meeting matches in person
- Any outcomes from your participation

- Relying on AI-generated suggestions

**By using the Service, you accept these limitations.**

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## **18. Business Transfers**

**If this Service is acquired, merged, or transferred to another entity:**

- Your data may be transferred to the new owner
- The new owner would assume responsibility for your information
- Your information would still be subject to the privacy protections in place at the time of transfer (or better protections)

**We will notify you by email or text message if this happens.**

If you do not want your information transferred, you can request deletion before the transfer is complete.

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## **19. Changes to These Terms**

We may update this Agreement from time to time.

**How We'll Notify You:**

**For significant changes:**

- We will notify you via email or text message at least **14 days** before changes take effect
- We will update the "Last Updated" date at the top of this document

**For minor changes:**

- We will update the "Last Updated" date
- We may not send individual notifications

**Your Continued Use = Acceptance:**

**By continuing to use the Service after changes take effect, you agree to the updated terms.**

If you don't agree to the changes, you should stop using the Service and request deletion of your information.

**How to Access the Current Version:**

You can always request the most current version of this Agreement by contacting us.

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## 20. U.S. State-Specific Privacy Rights

If you live in certain U.S. states, you may have additional privacy rights under state law:

### **California, Virginia, Colorado, Connecticut, Utah, and Other States with Privacy Laws:**

#### **Additional Rights You May Have:**

- Right to know what personal information we collect and how we use it (we've told you above)
- Right to request deletion of your personal information
- Right to correct inaccurate information
- Right to opt-out of "sales" of personal information (Note: **We do NOT sell your information**)
- Right to non-discrimination for exercising your privacy rights

#### **"Sales" and "Sharing" for Advertising:**

- **We do NOT "sell" or "share" your personal information** as defined by state privacy laws
- We do not use your information for targeted advertising
- We do not share your information with third parties for cross-context behavioral advertising

**How to Exercise State-Specific Rights:** Contact us using the information in Section 20.

#### **California Residents:**

- This is a free service - we do not charge for our services
- We do not conduct comprehensive background checks
- We are not a licensed matchmaking business under California law
- California Civil Code §1789.3: You may report complaints to the California Department of Consumer Affairs at (800) 952-5210

**Note:** Some state laws may not apply to very small, personal services like ours, but we want to be transparent about your rights regardless.

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## 21. Governing Law & Dispute Resolution

### **Governing Law**

This Agreement and any disputes arising out of or related to it or the Service shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law principles.

### **Informal Resolution First**

Before initiating any formal dispute process, you agree to contact us first and give us a reasonable opportunity (at least 30 days) to resolve the issue informally. Contact us at [loml@matchmade.co](mailto:loml@matchmade.co) with the subject line "Dispute."

### **Binding Arbitration**

If we cannot resolve a dispute informally, you and Matchmade agree that any dispute, claim, or controversy arising out of or relating to this Agreement or the Service shall be resolved by binding arbitration, rather than in court, except that:

- Either party may bring claims in small claims court if they qualify
- Either party may seek emergency injunctive relief from a court to prevent irreparable harm

Arbitration shall be conducted by a single arbitrator under the American Arbitration Association (AAA) Consumer Arbitration Rules, which are available at [www.adr.org](http://www.adr.org). The arbitration will take place in Pennsylvania, or remotely if both parties agree.

### **Class Action Waiver**

YOU AND MATCHMADE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

### **Exception for Small Claims**

Nothing in this section prevents either party from pursuing a claim in small claims court for disputes within that court's jurisdiction.

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## **22. Indemnification**

You agree to defend, indemnify, and hold harmless Matchmade, its matchmaker, representatives, and any associated parties from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

1. Your use of the Service
2. Your interactions with any match or other person you meet through the Service

3. Any information you provide to us that is false, inaccurate, or misleading
4. Your violation of this Agreement
5. Your violation of any applicable law or regulation
6. Any harm you cause to a third party through your use of the Service
7. Any photos or content you submit that infringe on a third party's rights

This indemnification obligation will survive termination of this Agreement and your use of the Service.

## 23. How to Contact Us

### Questions, Concerns, or Requests:

If you have any questions about this Agreement, our Service, or your privacy, or if you want to exercise your privacy rights, please contact us:

**Email:** [loml@matchmade.co](mailto:loml@matchmade.co)

**Text/Phone:** (213) 640-9450

**Subject Line:** "Privacy/Terms Question" or "Privacy Rights Request"

### Response Time:

We will respond to your inquiry within **7 business days** (and often sooner).

### Verification:

For privacy rights requests (access, deletion, correction), we may ask you to verify your identity before we fulfill the request. This protects your information from unauthorized access.

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## Final Notes & Acknowledgments

### You Acknowledge That:

By using Matchmade, you acknowledge and agree that:

- ✓ You have read and understood this entire Agreement
- ✓ You are at least 18 years old
- ✓ The information you provide is accurate and complete
- ✓ This is a free, personal service with limitations

- ✓ We use AI (Claude by Anthropic and ChatGPT by OpenAI) to assist with matching
- ✓ All final matching decisions are made by a human
- ✓ We do NOT conduct background checks or comprehensive verification
- ✓ You use this Service at your own risk
- ✓ We are not liable for matches' conduct or any outcomes
- ✓ You will follow our Community Guidelines and Safety Guidelines
- ✓ You will communicate honestly and respectfully

**Thank You:**

Thank you for trusting Matchmade with your search for connection. We're excited to be part of your journey!

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**By submitting your information to Matchmade, you confirm that you have read, understood, and agree to this Agreement.**

**If you have questions, please contact us before proceeding.**

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*This Agreement is effective as of September 1, 2025. You can request a copy of this Agreement at any time by contacting us.*

**Version 1.0 – Initial Release**