

FILED

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JENNIFER DAVENPORT
ATTORNEY GENERAL OF NEW JERSEY
Division of Law
124 Halsey Street – 5th Floor
P.O. Box 45029
Newark, New Jersey 07101
Attorney for New Jersey Division of Consumer Affairs

Division of Consumer Affairs

By: Kashif T. Chand (Bar No. 016752008)
Assistant Attorney General

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC
SAFETY
DIVISION OF CONSUMER AFFAIRS

In the Matter of

MATCH GROUP, INC.

Respondent.

Administrative Action

CONSENT ORDER

WHEREAS this matter having been opened by the New Jersey Division of Consumer Affairs, Office of Consumer Protection (“Division”), as an investigation to ascertain whether violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 to -233 (“CFA”), the New Jersey Internet Dating Safety Act, N.J.S.A. 56:8-168 to -174 (“IDSA”), and the Administrative Rules of the New Jersey Division of Consumer Affairs related to Internet Dating Services, N.J.A.C. 13:45A-6.1 to -6.4 (“DCA Rules”), have been or are being committed by Match Group, Inc. or the MGI Affiliates, in connection with their representations to New Jersey Members regarding their Criminal Background Screening practices (the “Investigation”);

WHEREAS the Attorney General is charged with the responsibility of enforcing the CFA, IDSA, and DCA Rules, and the Director of the Division is charged with administering the CFA on behalf of the Attorney General;

WHEREAS the Legislature of New Jersey has found and declared that “[t]here is a public

safety need to disclose whether criminal history background screenings have been performed to increase public awareness of the possible risks associated with Internet dating activities,” of which residents need to be informed in order to “[e]nhance the safety of individuals who use Internet service to facilitate dating.” N.J.S.A. 56:8-169(a);

WHEREAS Match Group, Inc., is headquartered in Dallas, Texas, and, through the MGI Affiliates, offers Online Dating Services to residents of New Jersey and accept membership fees from the same. N.J.S.A. 56:8-169(b);

WHEREAS the Division alleges that Match Group, Inc., through the MGI Affiliates, has engaged in conduct in violation of the CFA, IDSA, and DCA Rules, in connection with its representations to New Jersey Members regarding its Criminal Background Screening practices; and

WHEREAS the Division and Match Group, Inc. (collectively, the “Parties”), have reached an amicable agreement resolving the issues in controversy and concluding the Investigation without the need for further action, and Match Group Inc. having cooperated with the Investigation and consented to the entry of the within Consent Order without admitting any violation of law, administrative rule or regulations, and without an express or implied admission of any other matter of fact or law, or any liability or wrongdoing and for good cause shown;

IT IS SO ORDERED AND AGREED as follows:

1. EFFECTIVE DATE

1.1 This Consent Order is effective on the date that it is filed with the Division, which filing date the Division Clerk stamps on the executed Consent Order (“Effective Date”).

2. DEFINITIONS

As used in this Consent Order, the following words or terms shall have the following meanings, which shall apply wherever the words or terms appear in this Consent Order:

2.1 “Attorney General” shall refer to the Attorney General of the State of New Jersey and the Office of the Attorney General of the State of New Jersey.

2.2 “Clearly and Conspicuously” means a disclosure that is easily noticeable and easily understandable by a Person. A disclosure is made Clearly and Conspicuously when:

- i. In textual communications (e.g. printed publications or words displayed on the screen of a computer or mobile device), the required disclosures are of a type, size, and location sufficiently noticeable for a Person to read, and comprehend them, in print that contrasts highly with the background on which they appear;
- ii. In communications disseminated orally or through audible means (e.g. radio or streaming audio), the required disclosures are delivered in a volume and cadence sufficient for a Person to hear and comprehend them;
- iii. In communications disseminated through video means (e.g. television or streaming video), the required disclosures are in writing in a form consistent with subpart (i) of this definition and shall appear on the screen for a duration sufficient for a Person to read and comprehend them, and in the same language as the predominant language that is used in the communication;
- iv. In all instances the required disclosures: (1) are present in an understandable language and syntax; and (2) include nothing contrary to, inconsistent with, or in mitigation of any other statements or disclosures provided by Match Group, Inc. or any of the MGI Affiliates; and
- v. The disclosure is reasonably accessible to Persons with disabilities; for disclosures provided online, this means that Match Group, Inc. and the MGI Affiliates may take into account industry standards such as Web Content Accessibility Guidelines, version 2.1 of June 2018, from the World Wide Web

Consortium, but nothing in this Consent Order precludes Match Group, Inc. or any of the MGI Affiliates from determination on a service-by-service basis how to make information reasonably accessible to Persons with disabilities.

2.3 “Consumer Fraud Act” or “CFA” refers to N.J.S.A. 56:8-1 to -233.

2.4 “Consumer Report” shall be defined in accordance with 15 U.S.C. § 1681a(d).

2.5 “Covered Conduct” means the conduct described in Section 3 of this Consent Order titled Stipulated Facts.

2.6 “Covered Internet Dating Service Brand(s)” refers to the Online Dating Services that are owned and operated by MGI Affiliates—including but not limited to Match, Tinder, Hinge, Plenty of Fish, OurTime, BLK, Chispa, Upward, and BlackPeopleMeet—which are offered to New Jersey Members as of the Effective Date of this Consent Order.

2.7 “Criminal Background Screening(s)” shall be defined in accordance with N.J.S.A. 56:8-170(a).

2.8 “Criminal Conviction(s)” shall be defined in accordance with N.J.S.A. 56:8-170(h).

2.9 “Device” means any device capable of connecting to the Internet from which a Person may access the Covered Internet Dating Service Brands.

2.10 “Division” means the Division of Consumer Affairs in the Department of Law and Public Safety.

2.11 “Entity” means any business organization, including but not limited to a company, partnership, corporation, limited liability company or corporation, unlimited liability company or corporation, trust, estate, incorporated or unincorporated association, any governmental agency or Entity, and any other legal or commercial Entity however organized.

2.12 “Internet Dating Service(s)” means a Person or Entity directly or indirectly in the business, for profit, of offering, promoting or providing access to dating, relationship,

compatibility, matrimonial or social referral services principally on or through the Internet that are offered to New Jersey Members as of the Effective Date of this Consent Order.

2.13 “Match Group, Inc.” or “MGI” refers to Match Group, Inc., a Delaware corporation headquartered in Dallas, Texas.

2.14 “Member(s)” shall be defined in accordance with N.J.S.A. 56:8-170(f).

2.15 “MGI Affiliate(s)” means any Internet Dating Service that is directly or indirectly owned by Match Group, Inc. For the purposes of this Consent Order, MGI Affiliates does not include any Person or Entity directly or indirectly owned by Match Group, Inc. that is not an Internet Dating Service.

2.16 “New Jersey” or “State” refers to the State of New Jersey.

2.17 “New Jersey Member(s)” shall be defined in accordance with N.J.S.A. 56:8-170(g).

2.18 “Online Dating Service(s)” refers to dating, relationship, compatibility, matrimonial or social referral services available principally on or through the Internet.

2.19 “Person(s)” means any natural person or individual.

2.20 “Pop-up Notification” means a notification that is viewable by a Person during interaction with an Internet Dating Service product or service or is pushed to a Person via applications installed on the Person’s Device.

2.21 “Terms” refers to an Internet Dating Services’ respective Terms of Use.

3. STIPULATED FACTS

3.1 Since at least December 28, 2017, the MGI Affiliates have represented in the Terms for their respective Covered Internet Dating Service Brands that they do not conduct Criminal Background Screenings.

3.2 By way of example, from at least December 28, 2017, until April 18, 2019, the Terms on the website and mobile application for the Covered Internet Dating Service Brand Match

stated:

YOU UNDERSTAND THAT THE COMPANY CURRENTLY DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS OR SCREENINGS ON ITS MEMBERS. THE COMPANY ALSO DOES NOT INQUIRE INTO THE BACKGROUNDS OF ALL OF ITS MEMBERS OR ATTEMPT TO VERIFY THE STATEMENTS OF ITS MEMBERS. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF MEMBERS OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE MEMBERS. THE COMPANY RESERVES THE RIGHT TO CONDUCT ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS (SUCH AS SEX OFFENDER REGISTER SEARCHES) AT ANY TIME AND USING AVAILABLE PUBLIC RECORDS.

3.3 On April 18, 2019, the Match Terms were amended. This amended version of the Terms included a Criminal Background Screening section entitled: **“NO CRIMINAL BACKGROUND OR IDENTITY VERIFICATION CHECKS.”** This section contained the following notice:

YOU UNDERSTAND THAT MATCH DOES NOT CONDUCT CRIMINAL BACKGROUND OR IDENTITY VERIFICATION CHECKS ON ITS USERS OR OTHERWISE INQUIRE INTO THE BACKGROUND OF ITS USERS. MATCH MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT, IDENTITY, INTENTIONS, LEGITIMACY, OR VERACITY OF USERS. MATCH RESERVES THE RIGHT TO CONDUCT—AND YOU AUTHORIZE MATCH TO CONDUCT—ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENING (SUCH AS SEX OFFENDER REGISTER SEARCHES) AT ANY TIME USING AVAILABLE PUBLIC RECORDS, AND YOU AGREE THAT ANY INFORMATION YOU PROVIDE MAY BE USED FOR THAT PURPOSE. IF THE COMPANY DECIDES TO CONDUCT ANY SCREENING THROUGH A CONSUMER REPORTING AGENCY, YOU HEREBY AUTHORIZE THE COMPANY TO OBTAIN AND USE A CONSUMER REPORT ABOUT YOU TO DETERMINE YOUR ELIGIBILITY UNDER THESE TERMS.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS. SEX OFFENDER

SCREENINGS AND OTHER TOOLS DO NOT GUARANTEE YOUR SAFETY AND ARE NOT A SUBSTITUTE FOR FOLLOWING THE [SAFETY TIPS](#) AND OTHER SENSIBLE SAFETY PRECAUTIONS. ALWAYS USE YOUR BEST JUDGMENT AND TAKE APPROPRIATE SAFETY PRECAUTIONS WHEN COMMUNICATING WITH OR MEETING NEW PEOPLE. COMMUNICATIONS RECEIVED THROUGH THE SERVICE, INCLUDING AUTOMATIC NOTIFICATIONS SENT BY MATCH, MAY RESULT FROM USERS ENGAGING WITH THE SERVICE FOR IMPROPER PURPOSES, INCLUDING FRAUD, ABUSE, HARASSMENT, OR OTHER SUCH IMPROPER BEHAVIOR.

Though Match strives to encourage a respectful user experience, it is not responsible for the conduct of any user on or off the Service. You agree to use caution in all interactions with other users, particularly if you decide to communicate off the Service or meet in person.

3.4 The Criminal Background Screening notice employed by Match on April 18, 2019, and as quoted in paragraph 3.3 of this Consent Order, continues to be the relevant disclosure on Match’s website and mobile application, as of the Effective Date.

3.5 At certain times since 2019, Match also included a notice to New Jersey residents that it “**DOES NOT CONDUCT CRIMINAL BACKGROUND SCREENINGS**” when Members created their accounts.

3.6 Since December 2017, other Covered Internet Dating Service Brands may have contained similar or identical disclosures to the disclosures quoted in paragraphs 3.2 and 3.3, representing that each Covered Internet Dating Service Brand “**DOES NOT CONDUCT CRIMINAL BACKGROUND SCREENINGS.**”

3.7 From 2012 to Effective Date, MGI, through one of its subsidiary Entities has contracted with a private vendor to conduct Criminal Background Screenings, specifically registered sex offender checks, on Members of its Covered Internet Dating Service Brands where sufficient, trustworthy data was available to run such a check. And while MGI’s Affiliates do not typically update such registered sex offender checks, certain actions may result in a single user

being subject to multiple background checks.

3.8 For Members that are confirmed to be on the sex offender registry, the MGI Affiliates take steps to remove and ban the Member from all Covered Internet Dating Service Brands using a centralized safety repository for bad actors.

3.9 The MGI Affiliates may also run limited ad hoc Criminal Background Screenings in response to Member reports using public records.

4. ALLEGED VIOLATIONS OF LAW

4.1 The Division has alleged the following:

- a. At all relevant times set forth in Section 3 above (from December 28, 2017 to the Effective Date”), incorporated herein by reference, the MGI Affiliates have offered and continue to offer access to dating, relationship, compatibility, matrimonial or social referral services principally on or through the Internet to residents of New Jersey and accept membership fees from residents of New Jersey.
- b. The MGI Affiliates were, and continue to be, required to comply with the IDSA, DCA Rules, and CFA.
- c. By using a private vendor, whose database is regularly updated and is maintained in the United States with substantial national coverage of criminal history records and sexual offender registries, to conduct searches for sex offenders, to confirm whether a Member has a criminal conviction for any sex offense that would qualify them as a sex offender, the MGI Affiliates perform Criminal Background Screenings, pursuant to N.J.S.A. 56:8-170(a)(2).
- d. By searching government public records databases that provide substantial national coverage in the aggregate, such as state and National Sex Offender Registry

databases, for Criminal Convictions, the MGI Affiliates perform Criminal Background Screenings, pursuant to N.J.S.A. 56:8-170(a)(1) and (h).

- e. The MGI Affiliates violated the IDSA, DCA Rules, and CFA when they failed to accurately represent their Criminal Background Screening policies and procedures to the public.
- f. Specifically, the MGI Affiliates failed to comply with the IDSA by:
 - i. Failing to disclose whether they have a policy “[a]llowing a member who has been identified as having a criminal conviction to have access to its service to communicate with any New Jersey members,” in violation of N.J.S.A. 56:8-171(d);
 - ii. Failing to disclose, in violation of N.J.S.A 56:8-171(d), that:
 - 1. “criminal background screenings are not foolproof”;
 - 2. criminal background screenings “may give members a false sense of security”;
 - 3. criminal background screenings “are not a perfect safety solution”;
 - 4. “criminals may circumvent even the most sophisticated search technology”;
 - 5. “not all criminal records are public in all states and not all databases are up to date”;
 - 6. “only publicly available convictions are included in the screening”;
 - and
 - 7. “criminal background screenings do not cover other types of convictions or arrests or convictions from foreign countries.”
- g. The MGI Affiliates violated the DCA Rules by:

- i. Failing to Clearly and Conspicuously disclose “[t]he means it uses to conduct the criminal background screenings,” in violation of N.J.A.C. 13:45A-6.3(a)(1).
 - ii. Failing to Clearly and Conspicuously disclose “[a] description of how the criminal background screening is conducted . . . , whether it updates criminal background screening information, and if so, how often the update is performed,” in violation of N.J.A.C. 13:45A-6.3(a)(2);
 - iii. Failing to Clearly and Conspicuously disclose “[w]hether it allows a member who has been identified as having a conviction for any crime, including, but not limited to, any sex offense, that would qualify the offender for registration . . . to have access to its service to communicate with any New Jersey member,” in violation of N.J.A.C. 13:45A-6.3(a)(3); and
 - iv. Failing to Clearly and Conspicuously disclose “[w]hat crimes, if any, disqualify a member for having access to its service to communicate with any New Jersey member,” in violation of N.J.A.C. 13:45A-6.3(a)(4).
- h. At all relevant times, the MGI Affiliates offered for sale and sold services that are merchandise within the meaning of the CFA, N.J.S.A. 56:8-1(c).
 - i. The MGI Affiliates violated the CFA by misrepresenting their Criminal Background Screening and identity verification policies and practices to consumers, in violation of N.J.S.A. 56:8-2.

4.2 The Division has alleged that the conduct of the MGI Affiliates described in Paragraph 4.1 each constitute separate and additional commercial practice that is unconscionable or abusive, in violation of the CFA, N.J.S.A. 56:8-2.

5. INJUNCTIVE RELIEF

5.1 MGI and the MGI Affiliates shall comply with federal and New Jersey laws, including, but not limited to, the CFA, IDSA, and DCA Rules, to the extent each are applicable, in connection with the Criminal Background Screening policies and practices of the Internet Dating Services. As part of compliance with the CFA, the MGI Affiliates, through the Covered Internet Dating Service Brands, shall not make any misrepresentations to Persons residing in New Jersey about the MGI Affiliates' Criminal Background Screening policies and practices.

5.2 The MGI Affiliates may continue or modify their current Criminal Background Screening practices, including any review of private and/or public sex offender registry databases containing criminal histories.

5.3 The MGI Affiliates shall provide the appropriate disclosures to its Members in compliance with N.J.S.A. 56:8-171(d) and DCA Rules. If any of the MGI Affiliates begin conducting Criminal Background Screenings on all of its Members, such MGI Affiliate shall comply with the requirements of N.J.S.A. 56:8-171(c), in addition to the other applicable requirements of the IDSA or DCA Rules. If the MGI Affiliate stops conducting Criminal Background Screenings entirely, such MGI Affiliate shall comply with the requirements of N.J.S.A. 56:8-171(b), in addition to the other applicable requirements of the IDSA or DCA Rules.

5.4 Within one hundred and fifty (150) days of the Effective Date, the MGI Affiliates that perform Criminal Background Screenings shall ensure their respective Covered Internet Dating Service Brands' Criminal Background Screening disclosures accurately describe the MGI Affiliate's practices of screening Members.

5.5 Within one hundred and fifty (150) days of the Effective Date, the MGI Affiliates that perform any Criminal Background Screenings on its Members must, through their respective Covered Internet Dating Service Brands, issue either a Pop-up Notification or send an email to all

existing New Jersey Members that informs them of the updates to the MGI Affiliate's Criminal Background Screening disclosure.

5.6 The Criminal Background Screening disclosures for the MGI Affiliates that perform Criminal Background Screenings on some or all of its Members shall, in compliance with the IDSA:

- a. Disclose whether the MGI Affiliate has a policy allowing a Member who has been identified as having a Criminal Conviction to have access to its service to communicate with any New Jersey Member (see N.J.S.A. 56:8-171(d));
- b. State that Criminal Background Screenings are not foolproof (see N.J.S.A. 56:8-171(d));
- c. State that Criminal Background Screenings may give Members a false sense of security (see N.J.S.A. 56:8-171(d));
- d. State that Criminal Background Screenings are not a perfect safety solution (see N.J.S.A. 56:8-171(d));
- e. State that criminals may circumvent even the most sophisticated search technology (see N.J.S.A. 56:8-171(d));
- f. State that not all criminal records are public in all states and not all databases are up to date (see N.J.S.A. 56:8-171(d));
- g. State that only publicly available convictions are included in Criminal Background Screenings (see N.J.S.A. 56:8-171(d)); and
- h. State that Criminal Background Screenings do not cover other types of convictions or arrests or any convictions from foreign countries (see N.J.S.A. 56:8-171(d)).

5.7 The Criminal Background Screening disclosures for the MGI Affiliates that perform Criminal Background Screenings on some or all of its Members shall, in compliance with

the DCA Rules, Clearly and Conspicuously, in bold letters and in at least 12-point type, disclose:

- a. The means that it uses to conduct the Criminal Background Screenings (see N.J.A.C. 13:45A-6.3(a)(1));
- b. A description of how the Criminal Background Screening is conducted, including how the means disclosed pursuant to Paragraph 5.6(i) are utilized, whether the MGI Affiliate updates Criminal Background Screening information, and if so, how often the update is performed (see N.J.A.C. 13:45A-6.3(a)(2));
- c. Whether the MGI Affiliate allows a Member who has been identified as having a conviction for any crime, including, but not limited to, any sex offense that would qualify the offender for registration to have access to its service to communicate with any New Jersey Member (see N.J.A.C. 13:45A-6.3(a)(3)); and
- d. What crimes, if any, disqualify a Member from having access to its service to communicate with any New Jersey Member (see N.J.A.C. 13:45A-6.3(a)(4)).

5.8 MGI and the MGI Affiliates have represented and agree that they will use the following disclosure (or a substantially equivalent disclosure that complies with this Consent Order). Based solely upon the policies, practices, or procedures of the MGI Affiliates in place during the Investigation and at the time of the Effective Date, the following disclosure complies with the applicable requirements of the IDSA, DCA Rules, and the requirements of this Consent Order:

BACKGROUND CHECKS: [COVERED INTERNET DATING SERVICE BRAND] May Occasionally Conduct Criminal Background Or Identity Verification Checks.

IN LIMITED CIRCUMSTANCES, [COVERED INTERNET DATING SERVICE BRAND] MAY CONDUCT CRIMINAL BACKGROUND OR IDENTITY VERIFICATION CHECKS ON ITS USERS OR OTHERWISE INQUIRE INTO THE BACKGROUND OF ITS USERS. [COVERED INTERNET DATING SERVICE BRAND] MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT, IDENTITY, HEALTH,

PHYSICAL CONDITION, INTENTIONS, LEGITIMACY, OR VERACITY OF ITS USERS. [COVERED INTERNET DATING SERVICE BRAND] RESERVES THE RIGHT TO CONDUCT—AND YOU AUTHORIZE [COVERED INTERNET DATING SERVICE BRAND] TO CONDUCT—A CRIMINAL BACKGROUND CHECK (INCLUDING SEX OFFENDER REGISTRY AND PUBLIC RECORDS SEARCHES) TO REVIEW WHETHER A MEMBER HAS A CRIMINAL HISTORY. WHEN SUCH CHECKS IDENTIFY A PERSON WITH A CRIMINAL CONVICTION, [COVERED INTERNET DATING SERVICE BRAND] MAY USE AVAILABLE INFORMATION TO DETERMINE THE PERSON IDENTIFIED BY THE CHECK IS THE SAME PERSON AS THE MEMBER ABOUT WHOM THE CHECK WAS CONDUCTED. YOU AGREE THAT ANY INFORMATION YOU PROVIDE MAY BE USED FOR THOSE PURPOSES. IF THE COMPANY DECIDES TO CONDUCT ANY SCREENING THROUGH A THIRD-PARTY ENTITY, YOU HEREBY AUTHORIZE THE COMPANY TO OBTAIN AND USE ANY REPORT ABOUT YOU TO DETERMINE YOUR ELIGIBILITY UNDER THESE TERMS. CRIMINAL BACKGROUND CHECKS, WHEN CONDUCTED, ARE NOT TYPICALLY UPDATED BY [COVERED INTERNET DATING SERVICE BRAND]; HOWEVER, CERTAIN ACTIONS MAY RESULT IN A SINGLE PERSON BEING SUBJECT TO MULTIPLE BACKGROUND CHECKS.

YOU AGREE THAT COMMITTING, BEING CONVICTED OF, OR PLEADING NO CONTEST TO ANY SEX OFFENSE (SUCH AS SEXUAL ASSAULT, SEXUAL HARASSMENT, HUMAN TRAFFICKING, KIDNAPPING, CHILD ABUSE, OR ANY OTHER CRIMES RESULTING IN BEING DESIGNATED A REGISTERED SEX OFFENDER) MAY RESULT IN A BAN FROM [COVERED INTERNET DATING SERVICE BRAND] IN [BRAND'S] SOLE DISCRETION. ALL OTHER CRIMES MAY RESULT IN SUSPENSION, TERMINATION, OR A BAN FROM [COVERED INTERNET DATING SERVICE BRAND] IN [COVERED INTERNET DATING SERVICE BRAND'S] SOLE DISCRETION.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS. CRIMINAL BACKGROUND CHECKS, SEX OFFENDER SCREENINGS AND OTHER TOOLS, WHERE UTILIZED:

- ARE NOT FOOLPROOF OR A PERFECT SAFETY SOLUTION;
- DO NOT GUARANTEE YOUR SAFETY AND ARE NOT A SUBSTITUTE FOR FOLLOWING THE [SAFE DATING ADVICE] AND OTHER SENSIBLE SAFETY PRECAUTIONS;
- MAY GIVE YOU A FALSE SENSE OF SECURITY;
- MAY BE CIRCUMVENTED BY CRIMINALS (EVEN WHEN USING THE MOST SOPHISTICATED SEARCH TECHNOLOGY);
- MAY NOT INCLUDE ALL CRIMINAL RECORDS OR CONVICTIONS (ONLY PUBLICLY AVAILABLE CONVICTIONS ARE INCLUDED IN SCREENINGS, NOT ALL DATABASES ARE UP TO DATE, AND NOT ALL CRIMINAL RECORDS ARE PUBLIC IN ALL STATES); AND

- DO NOT INCLUDE OTHER TYPES OF CONVICTIONS OR ARRESTS (OTHER THAN PUBLICLY AVAILABLE RECORDS OR CONVICTIONS) OR ANY CONVICTIONS FROM COUNTRIES OTHER THAN THE UNITED STATES.

ALWAYS USE YOUR BEST JUDGEMENT AND TAKE APPROPRIATE SAFETY PRECAUTIONS WHEN COMMUNICATING WITH OR MEETING NEW PEOPLE. BE AWARE THAT USERS ENGAGING WITH THE SERVICE MAY BE DOING SO FOR IMPROPER PURPOSES, INCLUDING FRAUD, ABUSE HARASSMENT, OR OTHER SUCH IMPROPER BEHAVIOR.

5.9 The Criminal Background Screening disclosures required by Paragraphs 5.6, 5.7, and 5.8 shall be provided on the webpages of the Covered Internet Dating Service Brands on which a New Jersey Member is requested to provide information about themselves, including but not limited to the account creation dataflow and homepage. (See N.J.A.C. 13:45A-6.3(b)). The disclosures may be provided only on the homepage of the website, provided that a hyperlink to the disclosures is Clearly and Conspicuously displayed within the account creation dataflow, the subscription purchase dataflow, the user account settings for Covered Internet Dating Service Brands with mobile applications, and the homepage for Covered Internet Dating Service Brands with websites. (See id.).

5.10 The MGI Affiliates that perform any Criminal Background Screenings shall also Clearly and Conspicuously display within the account creation dataflow, the subscription purchase dataflow, the user account settings for Covered Internet Dating Service Brands with mobile applications, and the homepage for Covered Internet Dating Service Brands with websites the MGI Affiliate's Criminal Background Screening policy, or a hyperlink to the policy, regarding the updating of Criminal Background Screening information. (See N.J.A.C. 13:45A-6.4).

5.11 The MGI Affiliates must notify New Jersey Members via either Pop-up Notification or email about any material changes to the Criminal Background Screening policy or practices of the Internet Dating Service when the changes go into effect.

5.12 For the purposes of the disclosures required by Paragraphs 5.1 to 5.11 of this

Consent Order, the information will be presented clearly and conspicuously to any current or prospective Member.

6. SETTLEMENT PAYMENT

6.1 The Parties have agreed to a monetary settlement pursuant to this Consent Order in the amount of \$650,000 (“Settlement Payment”), to be paid to the Division within thirty (30) days of the Effective Date. The Settlement Payment is not a finding by the Division or an admission by Match Group, Inc. or the MGI Affiliates of liability.

6.2 Match Group, Inc. shall make the Settlement Payment by wire transfer, credit card, or by certified check, cashier’s check or money order made payable to the “New Jersey Division of Consumer Affairs” and forwarded to:

Case Initiation and Tracking Unit
New Jersey Department of Law and Public Safety
Division of Consumer Affairs
124 Halsey Street – 7th Floor
P.O Box 45025
Newark, New Jersey 07101
Attention: Van Mallett, Lead Investigator

6.3 Upon making the Settlement Payment, Match Group, Inc. shall immediately be fully divested of any interest in, or ownership of, the money paid. All interest in the Settlement Payment, and any subsequent interest or income derived therefrom, shall inure entirely to the benefit of the Division pursuant to the terms herein.

7. RELEASE

7.1 In consideration of the undertakings, mutual promises, and obligations provided for in this Consent Order and conditioned on Match Group, Inc. making the Payment to New Jersey as described in Section 6, the Division hereby agrees to release Match Group, Inc., the MGI Affiliates, and the Covered Internet Dating Service Brands, including their past and present respective officers, directors, subsidiaries, affiliates and employees (collectively, the “Released

Parties”), from any and all civil claims, or consumer-related administrative claims or actions, to the extent permitted by law, which the Division could have brought prior to the Effective Date against the Released Parties that are related directly to and/or arise directly from the Covered Conduct, including, any claims under the CFA, IDSA, and the DCA Rules in connection with Match Group, Inc. and the MGI Affiliates’ representations to New Jersey Members regarding their respective Criminal Background Screening practices (the “Released Claims”). Nothing contained in this paragraph shall be construed to limit the ability of the Division to enforce the obligations that Match Group, Inc. and the MGI Affiliates, as well as their officers, agents, representatives, employees, successors, and assigns have under this Consent Order.

7.2 Notwithstanding any term of this Consent Order, any and all of the following forms of liability are specifically reserved and excluded from the Released Claims: (a) private rights of action; (b) actions to enforce this Consent Order; and (c) any claims against Match Group, Inc. and the MGI Affiliates by any other agency or subdivision of the State except any civil claims or causes of action, or consumer-related administrative claims or actions, arising out of the Covered Conduct as well as matters specifically addressed in this Consent Order that the Division could have brought but has released in Paragraph 7.1 above.

8. NOTICES

8.1 Unless otherwise provided, any notices or documents required to be sent pursuant to this Consent Order shall be sent to the following addresses via overnight courier and electronic mail (unless after the Effective Date, a different address is communicated in writing by the party requesting a change or designee or address):

a. For the Attorney General:

Kashif T. Chand, Assistant Attorney General,
Data Privacy and Cybersecurity Section,
New Jersey Division of Law,
124 Halsey St., 5th Floor,

P.O. Box 45029
Newark, New Jersey 07101
Kashif.Chand@law.njoag.gov

- b. For Match Group, Inc. and the MGI Affiliates:

Stephen Myers
Vice President, Associate General Counsel- Litigation & IP
8750 N Central Expy #1400
Dallas, Texas 75231
Stephen.myers@match.com

AND

Jenny Kramer
ALSTON & BIRD
90 Park Avenue
New York, NY 10016
Jenny.Kramer@alston.com

9. PENALTIES FOR FAILURE TO COMPLY

9.1 The Attorney General (or designated representative) shall have the authority to enforce the provisions of this Consent Order or to seek sanctions for violations hereof or both.

9.2 The Attorney General (or designated representative) shall notify Match Group, Inc. and/or the MGI Affiliates in writing of the alleged violation of this Consent Order, and Match Group, Inc. and/or the MGI Affiliates shall have thirty (30) days to respond to the notification in writing. Prior to filing any action to enforce the provisions of this Consent Order, the Attorney General (or designated representative) shall attempt in good faith to schedule and have a meet and confer with Match Group, Inc. and/or the MGI Affiliates within twenty-one (21) days of a written response from Match Group, Inc. and/or the MGI Affiliates in an attempt to resolve any dispute with respect to compliance with this Consent Order. The Attorney General (or designated representative) shall not file any action until the thirty (30) days expires and the Parties have made a good-faith attempt to schedule and have a meet and confer regarding the Attorney General's notification of an alleged violation of the Consent Order.

10. COMPLIANCE WITH ALL LAWS

10.1 Except as provided in this Consent Order, no provision herein shall be construed as:

- a. Relieving Match Group, Inc. or the MGI Affiliates of their obligations to comply with all State and federal laws, regulations, or rules as now constituted or as may hereafter be amended; granting permission to engage in any acts or practices prohibited by any such laws, regulations, or rules; or requiring Match Group, Inc. or the MGI Affiliates to take an action that is prohibited by such laws, regulations, or rules; or
- b. Limiting or expanding any right the Division may otherwise have to obtain information, documents, or testimony from Match Group, Inc. or the MGI Affiliates pursuant to any State or federal law, regulation, or rule, as now constituted or as may hereafter be amended, or limiting or expanding any right Match Group, Inc. or the MGI Affiliates may otherwise have pursuant to any State or federal law, regulation, or rule, to oppose any process employed by the Division to obtain such information, documents, or testimony.

11. GENERAL PROVISIONS

11.1 This Consent Order is entered into by the Parties as their own free and voluntary act with full knowledge and understanding of the obligations and duties imposed by this Consent Order.

11.2 This Consent Order shall be governed by, and construed and enforced in accordance with, the laws of the State of New Jersey.

11.3 The Parties have negotiated, jointly drafted, and fully reviewed the terms of this Consent Order and the rule that uncertainty or ambiguity is to be construed against the drafter shall

not apply to the construction or interpretation of this Consent Order.

11.4 This Consent Order contains the entire agreement among the Parties. Except as otherwise provided herein, this Consent Order shall be modified only by a written instrument signed by or on behalf of all Parties.

11.5 Except as otherwise explicitly provided in this Consent Order, nothing herein shall be construed to limit the authority of the Attorney General or the Division of Consumer Affairs to protect the interest of the State or the people of the State, or to enforce any laws, regulations, or rules against Match Group, Inc.

11.6 If any portion of this Consent Order is held invalid or unenforceable by operation of law, the remaining terms of this Consent Order shall not be affected.

11.7 This Consent Order shall be binding upon the Parties and their successors in interest. In no event shall assignment of any right, power, or authority under this Consent Order avoid compliance with this Consent Order.

11.8 This Consent Order is entered into by the Parties for settlement purposes only. Neither the fact of nor any provision contained in this Consent Order shall constitute or be construed as: (a) an approval, sanction, or authorization by the Attorney General, the Division, or any other governmental unit of the State of any act or practice of Match Group, Inc.; or (b) an admission by Match Group, Inc., the MGI Affiliates, or any Released Parties that they violated the CFA, IDSA or DCA Rules, or any other federal or State law, administrative rule or regulation, or an express or implied admission of any other matter of fact or law, or of any liability or wrongdoing.

11.9 This Consent Order is not intended, and shall not be deemed, to constitute evidence or precedent of any kind in any action or proceeding except in: (a) an action or proceeding by one of the Parties to enforce, rescind, or otherwise implement any or all of the terms herein; or (b) an

action or proceeding involving a Released Claim (as defined in Section 7) to support a defense of res judicata, collateral estoppel, release, or any other theory of claim preclusion, issue preclusion, or similar defense.

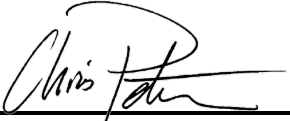
11.10 The Parties represent and warrant that their signatories to this Consent Order have the authority to act for and bind the respective Party.

11.11 Unless otherwise prohibited by law, any signatures by the Parties required for the filing of this Consent Order may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Consent Order. Electronic signatures shall constitute acceptable, binding signatures for purposes of this Consent Order.

[Signature Page to Follow]

IT IS ON THE 31st DAY OF August, 2026, SO ORDERED, ADJUDGED
AND DECREED.

JENNIFER DAVENPORT
ATTORNEY GENERAL OF NEW JERSEY

By: 
CHRISTOPHER PETERSON,
ACTING DIRECTOR
DIVISION OF CONSUMER AFFAIRS

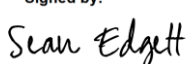
FOR THE DIVISION:

JENNIFER DAVENPORT ATTORNEY GENERAL OF NEW JERSEY

By: 
Dated: August 7, 2026

Kashif T. Chand
Assistant Attorney General
124 Halsey Street, 5th Floor
Newark, New Jersey 07101

FOR MATCH GROUP, INC. AND THE MGI AFFILIATES:

Signed by:
By: 
Dated: August 24, 2026
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