

## Checklist for consumers - Dating Websites

Many consumers use online dating websites and enter into contracts with traders providing online dating services, without realising that they have concluded a subscription contract that will cost them money. In some cases, consumers may be aware that they have entered into a contract for which they have to pay, but they do not always realise that it is a contract with automatic renewal. Both these scenarios are common, because many consumers do not read terms and conditions. This checklist can help you avoid making costly mistakes when entering into a dating service contract.

Consider the following before creating a profile on a dating site:

- Check out who you are dealing with and where the company is based.
- Is the service for free? Check what is free-of-charge and which features require payment. Many of the cross-border service provider's offer a registration that is free, but any contacts with other users of the service come with the provision "you pay if you want to contact someone". Often this limitation is not directly visible, and you will have to look for information about the costs.
- Check the information regarding the price and what is included.
- Read the terms and conditions carefully. Look for information about your right to withdraw and how to use it.
- Also look for information about the duration of the contract and how to terminate the contract.
- How long is the membership period? The membership period is the time that you will have access to the site and the minimum term for which you will have to pay even if you no longer want to be a member.
- What payment methods does the trader provide? Do you have alternatives? If yes, choose credit card payment if possible.
- Find out whether the terms and conditions of the trader has any provision regarding the ownership of your pictures and decide if you can accept this.
- In general, you have the right to withdraw from the contract within 14 days from the conclusion of the contract but there are exceptions for the following situations:<sup>1</sup>
  - For service contracts, you can no longer withdraw once the service has been fully performed. For dating websites, this may occur as soon as you have access to other profiles and can contact them.
  - The right to withdraw is lost if the performance of the service has begun with your prior express consent, and with the acknowledgement that you will lose your right of withdrawal once the contract has been fully performed by the trader. In case you withdraw from the contract before the service is fully performed, you may have to pay a proportional sum for the services already performed.
- If you wish to cancel your subscription, contact the trader in writing as soon as possible and inform the trader clearly that you are using your right of withdrawal. Do not create or use your profile as once you have used the service your right to withdraw will be extinguished.
- Note the difference between the cooling-off-period and your right to end your membership after the cooling-off-period.
- Will the membership be automatically renewed after a certain period of time? If so, check when and what action you need to take if you do not want to continue as a member. In some member states there is an obligation to inform the consumer that the contract will automatically renew at the end of the membership period.

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1 Art. 16 a DIRECTIVE 2011/83/EU <http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32011L0083&from=EN>

- Once you have registered with the website, wait to receive an order confirmation. Read the confirmation to review the scope of the contract. Does it confirm your expectations as to the content of the service?
- Save a copy of the confirmation, the contract and all correspondence with the trader. If you do not find a solution with the trader, contact your ECC-office for further information and advice.



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ECC Denmark ECC Finland ECC Ireland ECC Sweden