

Terms & Conditions

For information on how to use the service or for a simple cancellation of your membership, please see our [help section](#). If you have any questions, please contact our [customer care team](#).

Terms & Conditions for ELITESINGLES - updated: 13.06.2013

The following information, together with the [Privacy Policy](#) defines the conditions under which the use of ELITESINGLES is operated by Affinitas GmbH, Kohlfurter Straße 41/43, 10999 Berlin (hereinafter "ELITESINGLES").

Only these Terms and Conditions apply to any contract made between us in relation to services provided by ELITESINGLES. These conditions are accepted by the entirety of our community during the registration stage by checking the option entitled "I accept the Terms and Conditions & Privacy Policy." Any deviations from these specified conditions are not accepted.

1. Description of the scope of service

1. ELITESINGLES operates an Internet online dating and matchmaking platform, and provides customers with both free and paid services. The customer receives access to the ELITESINGLES database that contains profiles and information about other members.
2. All customers can register for free, take the personality test, create a profile and receive individual partner suggestions with the "basic membership".
3. Basic members still have the option to subscribe for "paid membership". However, an obligation to pay only arises when the customer confirms the order of the paid membership and associated payment with a click. Prior to taking out a subscription, members are informed about all Terms and Conditions regarding this payment (price, duration etc.)
4. ELITESINGLES is entitled to engage third party service providers and agents for the whole spectrum of the ELITESINGLES service. However, this should not negatively impact the customer.
5. ELITESINGLES cannot guarantee successful communication with other members. ELITESINGLES is not responsible if, during the contract period, no contact is made. However, this does not apply if, as part of a paid membership, a 'Contact Guarantee' is agreed. If a "Contact Guarantee" is agreed, the following special conditions apply: with a 6 month contract a minimum of 10, and with a 12 month contract a minimum of 20 contacts are guaranteed. A "Contact" is defined as: (i) a self-written message from another member that you receive in response to sending a smile, questions or a message, (ii) any message you write yourself in response to a 'smile' or questions or a message from another user. Further prerequisites for a claim under warranty are: that you need to have sent at least 4 self-formulated messages for a six-month membership, and at least 8 for a twelve-month membership; that the "My Profile" and "My Search" sections have been completely filled; that you have set at least one profile picture; that

you still have an active paid account; that you have regularly logged on to your account; and that you notify Support@elitesingles.ie via email within the standard notice period (at least 14 days prior to the expiry of your account) about the failure to meet the conditions of the agreed “Contact Guarantee”. If a judgment is made in your favour, under warranty you will be entitled to a new subscription of an equal length to your original contract at no additional cost.

6. ELITESINGLES will block or remove from its site any offensive or incorrect communication or information, and any communication or information which it reasonably suspects infringes any applicable laws, regulations or third party rights (such as material that is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred, menacing, blasphemous or in breach of any third party intellectual property rights) that becomes known to it; but ELITESINGLES has no obligation to customers, and undertakes no responsibility, to review any communication or information provided by customers for incorporation into the ELITESINGLES service.
7. ELITESINGLES ensures service availability for 99.7% of the calendar year. This does not include failures of the service, for example for essential maintenance or technical failures of the Internet.
8. To be able to use the ELITESINGLES service in full, the customer should use the latest (browser-) technologies and make sure the necessary settings and installations for use are in place (e.g. activation of JavaScript, cookies). When using older or not commonly used technologies, free and paid members may only have a limited use of the ELITESINGLES service.
9. Our database of eligible singles is comprised of individuals from The Republic of Ireland, Northern Ireland, Scotland, England and Wales. If you want to avoid matches with singles from outside your country, please set your distance preferences to the strictest settings possible.

2. Access / Contract Confirmation

1. In order for customers to access ELITESINGLES services they must register. For the registration the customer requires a valid e-mail address and a self-chosen password.
2. Customers must be at least 18 years of age to register.
3. Customers must have a permanent address in the UK or Ireland to register. We cannot guarantee full functionality outside of this area
4. Once an email address and password are entered into our website, registration is considered complete. The registered user then enters into a contractual relationship with ELITESINGLES for a free membership. This is governed by the provisions set out in these terms and conditions.
5. After registration, the customer receives a notification via e-mail confirming the contract for the free membership.
6. An order for paid membership is confirmed once the registered customer clicks the final payment button “Purchase (via secure server)”, after entering their payment information. This customer then enters into another contractual relationship with ELITESINGLES, in addition to the free membership.
7. The registration/order process allows customers to check and amend any errors before submitting their registration form or order to ELITESINGLES.

8. The customer will be informed before the conclusion of a fee-based contract about the features of each chargeable service, prices and payment terms.
9. The contract for the paid membership comes into effect with the sending of the order confirmation e-mail sent by ELITESINGLES.
10. In the confirmation e-mail the customer is sent an electronic copy of the contract data (membership information), as well as the time of registration and applicable terms and conditions for their own records. The customer therefore has the opportunity to save or print the contract data as well as the terms and conditions. The contract information is also stored by us.
11. If the customer does not pay any amount due under the contract, ELITESINGLES is entitled to suspend the customer's access temporarily until the outstanding payment is received or to terminate the contract. The contract period shall remain unaffected by the temporary closure.

3. Terms of Payment

1. The following payment methods are accepted: credit card or payment via PayPal.
2. The invoice amount for the chosen timeframe is paid to ELITESINGLES in advance without any deductions.
3. With the completion of the paid membership duration (the reaching of the end date of a paid subscription) and the disclosure of payment details, the customer grants ELITESINGLES permission to process payment.

4. Data Use, Data Sharing and Data Forwarding

1. ELITESINGLES takes care to respect the legal data protection regulations, in particular the EU Data Protection Directive 95/46/EC.
2. For information about the handling of personal information within the ELITESINGLES service please see the Privacy Policy.

5. Cancellation, Automatic Renewal, Termination

1. The cancellation of the free membership (deleting the profile) is possible at any time. To do this click on the "My Account" tab under "My Membership."
2. Every contract for the paid membership is automatically extended at the end of the contractually agreed period for the same duration as agreed for the original subscription if the customer does not give notice to cancel his/her contract at least 14 days before the expiry of the agreed term.

3. The termination of the paid membership is only effective if the notice of termination or cancellation has been made in writing (e.g. letter, fax or email).
4. For the written notice we ask you to specify your ELITESINGLES email address or your security code, so that we can uniquely authenticate your claim and protect against possible abuse. The written notice should be sent to:

Affinitas GmbH
- Customer Care -
Kohlfurter Straße 41/43
10999 Berlin

Fax: +49 (0)1805 - 777 449

Email: cancellation@elitesingles.ie

5. After termination of the paid membership, the status of the customer is automatically changed to free membership with the resulting limited scope of use.
6. Both parties retain the right to terminate paid and unpaid membership if an Event Outside Our Control takes place. An Event Outside Our Control means any act or event beyond our reasonable control, [including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks]. ELITESINGLES will not be liable for any failure to perform or delay in performance of, any of its obligations under these Terms and Conditions that is caused by an Event Outside Our Control.
7. Once ELITESINGLES has begun to provide the services, either party may terminate the contract with immediate effect by giving written notice to the other party (in the manner specified in paragraph 3 above where the customer is the terminating party) if the contract is broken in a material way and the offending party does not fix or correct the situation within 14 days of the innocent party asking the offending party to fix or correct the situation in writing.
8. The right of termination provided for in this section 5 is in addition to that provided for under the Cancellation Policy set out at the end of these Terms and Conditions

6. Liability of ELITESINGLES

1. If ELITESINGLES fails to comply with these terms and conditions, ELITESINGLES is responsible for loss or damage the customer suffers that is a foreseeable result of its breach of these Terms and Conditions or its negligence, but ELITESINGLES is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of ELITESINGLES' breach or if they were contemplated by the customer and ELITESINGLES at the time the parties entered into the contract.
2. ELITESINGLES does not exclude or limit in any way its liability for:
 - i) death or personal injury caused by ELITESINGLES' negligence;

- ii) fraud or fraudulent misrepresentation;
 - iii) any other liability which cannot be limited or excluded by applicable law.
3. The foregoing limitation of liability shall apply to all officers, employees and agents of ELITESINGLES.

7. Responsibilities and Obligations of the Customer / Prohibited Practices / Exemption

1. The customer is alone responsible for the content of their application and therefore for the information he/she provides about himself/herself.
2. The customer assures that the data given are true and describe him/her personally. Both parties agree that ELITESINGLES has the right, but not the obligation, to verify the accuracy of the data if necessary.
3. To ensure the integrity of the contact mediation services, the customer acknowledges that he/she use the service of ELITESINGLES with the intention of seeking a partner for a serious relationship and is not in a relationship at the time of registration.
4. The customer assures that he/she does not pursue commercial and/or business purposes in connection with their membership. She/he agrees not to use the contact portal for commercial or business purposes (see below, point "g").
5. The customer assures that in the context of offers and services from ELITESINGLES he/she will not use any photographs, text, software or any other copyrighted information without having the necessary rights or consents for them.
6. The customer complies with all applicable laws for registration and use of the contact portal.
7. The customer may in particular under no circumstances (prohibited conduct):
 1. intentionally declare the data of third parties (including email address) as their own. In particular, he/she must not provide the bank account or credit card information of third parties;
 2. make personal information, such as names, telephone and fax numbers, residential and e-mail addresses, photo-/video data and / or URLs known to third parties without the consent of its respective owner;
 3. distribute defamatory, offensive, or otherwise unlawful material or such information;
 4. threaten or harass other people, or harm the rights (including personality rights) of any third party;
 5. upload data containing a virus (infected software);
 6. use the service in a way which affects the availability of offers for other customers adversely, especially to write proprietary profile information in a language other than English;
 7. intercept e-mails or try to intercept them;
 8. to carry out advertising for other contact portals;
 9. send chain letters;
 10. to name in the personal description (profile) names, addresses, telephone or fax numbers, e-mail addresses, user names, or other contact data from messenger services or other Internet services;

11. to give logins and personal passwords to third parties or share those with third parties;
8. An inadmissible commercial or business use in the sense of this provision is in particular:
 1. the provision of goods or services in return for payment of any kind, the solicitation of making an offer, or a reference to an attainable offer elsewhere;
 2. the usage of commercial internet sites for advertising, particularly those sites that offer chargeable goods or services that are used for displaying or advertising companies or for advertising other commercial web sites. This is especially true for advertising in the form of pop-ups, banner ads or flashy or particularly highlighted links;
 3. linking (directly or indirectly) to the contact portal of another operator;
 4. the naming of value-added service numbers (in particular 0900 numbers) or value-added SMS numbers (premium SMS) under this contact portal;
 5. the contact for the purpose of subsequent profit, especially by subsequent reference to value-added SMS or 0900 numbers;
 6. the search for employees, models, etc. for agencies or for chargeable service providers;
 7. the business of collecting profile data that is accessible within the contact portal or asking about data (e.g. telephone-/mobile number) of other customers, e.g. for the purpose of commercial exploitation, or promotion or resale;
 8. to make advertising to other clients of the service or to other customers in any form for business offers and the sending of messages that serve a business purpose. This relates in particular to the setting of relevant links in the data profiles or sending messages with the internal communication systems.
9. If the customer breaches any of the obligations listed in this section 7, ELITESINGLES can be entitled to require compensation for any resulting damage or expenses. This does not apply if the user did not know he or she was committing a breach of section 7 and was not reckless in the sense of not caring whether or not he or she was committing a breach of section 7.

8. Blocking on Suspicion

1. ELITESINGLES is entitled, in the case of a complaint from a third party, and on suspicion of a violation or breach of these terms and conditions, to delete the member's content, which triggered this suspicion or complaint. The complaint itself, however, does not serve as justifiable grounds for ELITESINGLES to terminate the member's contract. For termination of the contract, a breach of the conditions specified in these Terms and Conditions has to be identified.
2. If a warning is deemed reasonable by ELITESINGLES, ELITESINGLES must give the customer the opportunity to eliminate the suspicion or to remedy the situation before blocking or removing the content. If a warning is not reasonable, for example, because the blocking or removal is needed to prevent a possible damage to ELITESINGLES or another customer, ELITESINGLES will inform the customer immediately afterwards about the blocking or removal and then give them the opportunity to comment and request help.

3. ELITESINGLES can always delete the content or keep the profile blocked when ELITESINGLES is requested to do so by a court or by state authorities, or if the contract is terminated in accordance with these Terms and Conditions. The same applies if the cancellation or revocation is necessary to prevent an imminent harm to ELITESINGLES or another customer.
4. The customer's obligation to pay the contractually agreed remuneration as part of a paid membership remains unaffected by the blocking of content. If the customer's access to the paid membership was blocked and the closure in hindsight proves to be unwarranted, the duration of the paid membership will be extended accordingly. If an extension is not possible or objectively unreasonable, ELITESINGLES will reimburse the blocking period and the corresponding fee.

9. Cancellation Policy

9.1 Right of Withdrawal

You have the right to cancel this contract within 14 days from the date the contract begins. To exercise your right of withdrawal you must notify us via one of the following channels:

E-mail: cancellation@elitesingles.ie

In writing:
Affinitas GmbH,
Customer Service,
Kohlfurter Straße
41/43, 10999 Berlin,
Germany

Fax: 01805 777 449

The withdrawal notification must contain a clear statement of your decision to withdraw from the contract. You can use the Withdrawal Form to inform us of your intent to cancel. If you wish, you can also fill out the form electronically via our website:

<https://www.elitesingles.ie/customer-care/contactform>

Once we have received your withdrawal request, we will send you confirmation via e-mail. In order to ensure that the withdrawal notification is received within the correct time frame, please ensure that all documentation is sent and received within the 14 days withdrawal period directly following the initiation of your contract.

9.2 Effects of Withdrawal

If you withdraw from this contract, we will refund payments that we have received from you, including delivery costs (with the exception of the additional costs arising from the fact that you have chosen a type of delivery other than that offered by us). Reimbursement of your membership fees will be affected without delay and at the latest within 14 days from the date on which the notice is received through your cancellation of this contract with us. For this repayment, we use the same method of payment that you used for the initial transaction, unless you explicitly agreed otherwise. You will be charged fees for this repayment. If you have begun to use our service during the withdrawal period, you have to reimburse us a reasonable amount based on the amount of use up to the date on which you notified us of your withdrawal in respect of this contract.

9.3 Cancellation and Consequences

After the initial 14 days of your first subscription, your Right of Withdrawal expires. You will then be able to stop the renewal of your current contract by using your option of cancellation. After cancellation of the paid membership, your status is automatically changed to a free membership with the resulting limited scope of use. Early cancellation does not entitle you to any reimbursement or refund for the remaining duration of the contract, and you are still liable for any outstanding payment due for the originally agreed subscription term. You must satisfy obligations to reimburse payments within 30 days after dispatch of your written notice. More detailed information about Cancellation, Renewal and Termination can be found in the above Section 5.

Withdrawal form

(This form should be completed and returned only if you wish to withdraw from the contract)

To:

Affinitas GmbH
EliteSingles Customer Care
Kohlfurter Strasse 41/43
10999 Berlin, Germany

E-mail: withdrawal@elitesingles.ie

Fax: 0049 1805 777 449

I hereby give notice that I want to do right of withdrawal in connection with my purchase agreement for the provision of the following services

Ordered on:

Name

Address

Signature (only if this form is not filled out electronically)

Date: