

SUMMARY OF UNDERTAKINGS PROVIDED TO THE CMA

VENTRO MEDIA GROUP LIMITED

Ventro Media Group Limited ('VMG'), with registered offices at **59-60 Thames Street, Windsor, Berkshire, England, SL4 1TX**, company number **04880697**, has agreed to provide undertakings to the Competition and Markets Authority ('CMA') in response to its consumer protection investigation into suspected breaches of *consumer protection law* (the 'Undertakings').

For the sake of clarity, these Undertakings represent promises in relation to future compliance by VMG with *consumer protection law* and practice. The Undertakings do not amount to an admission that any person has committed any criminal offence or otherwise infringed the law.

VMG gives the following Undertakings to the CMA under section 219 of the Enterprise Act 2002 (the '2002 Act'). The italicised terms in paragraphs 1-19 below are defined in Annex A to these Undertakings.

In accordance with section 219 of the 2002 Act, VMG undertakes:

- (a) not to engage in conduct which contravenes paragraphs 1-13 below
- (b) not to engage in such conduct in the course of its business or another business
- (c) not to (whether by itself, its employees, officers (including directors), representatives, *associates* or agents or otherwise) consent to, or connive in, the carrying out of such conduct by a body corporate with which it has a special relationship, as defined by section 222(3) of the 2002 Act

- (d) to comply with the training, reporting, publication and implementation requirements set out in paragraphs 14-19

VMG undertakes that, in the conduct of its business:

Additional dating sites

1. VMG will ensure that it provides the following information for consumers, prior to them becoming *members*, in a *clear* manner:
 - (a) which *network* the consumer would be joining;
 - (b) that a *member's profile* may be accessible through *additional dating sites* within that *network*;
 - (c) a link to a list of those *additional dating sites* through which a *member's profile* is accessible; and
 - (d) whether VMG offers *members* the ability to exercise control over how widely a *member's profile* is shared within a *network* and if so an explanation of the level of control a *member* can exert over how widely their *member's profile* is shared within a *network*.
2. VMG will take all *reasonable steps* to require that any *third-party partner* complies with the obligation identified at paragraph 1 above.

Search function

3. VMG may (but shall not be obliged to) offer *members* search functionality which will allow *members* to list more prominently (or exclusively) those members matching the search criteria chosen. Insofar as VMG offers such search functionality it shall make it *clear* that this functionality works only as a search and is not a means of blocking other *members* from seeing the profile of the *member* performing the search.

Claims about membership and *messages*

4. VMG will ensure that any claim made on a *dating site* by VMG, and will take all *reasonable steps* to ensure that any claim made on a *dating site* by *third party partners*, in relation to the numbers of *members* (whether total or new) is not misleading. In particular, such claims must not overstate the number of *members* by including within a total number:
 - (a) those *members* attributable to *additional dating sites*, unless their inclusion within the total is made *clear*; or
 - (b) *members* that have not been active for a period of 3 months or more.
5. Similarly, VMG will ensure that any claim made on a *dating site* by VMG, and will take all *reasonable steps* to ensure that any claim made on a *dating site* by *third party partners*, in relation to the numbers of *messages* exchanged and/or received is not misleading. In particular, such claims must not overstate the number of *messages* being exchanged on the *dating site* or *network*.

Sharing *personal data*

6. VMG will ensure that a *member's personal data* will only be shared with other *members* that are in the same *network*.

Cross-registration* between *networks

7. VMG will ensure that it uses a two-stage process before a *member* is able to cross-register from one *network* to another. For the avoidance of doubt, VMG will comply with the requirements of paragraph 1 of this Undertaking in relation to *cross-registration*.
8. For *cross-registration* to a *casual dating site*, VMG will additionally state *clearly* that the *dating site* is a *casual dating site*.

Automatic subscription renewal

9. VMG will ensure that it provides *members* with information, including price, about the *automatic renewal* of fixed term contracts in a *clear* manner. In particular, for contracts with a fixed term of 6 months or more, or contracts of a shorter fixed term which roll over for 6 months or more, *members* will be sent:
- (a) a timely reminder (of at least one week) that funds will be deducted by the same means of payment as was used for the original transaction; and
 - (b) instructions about how to stop renewal, should the member wish to do so.

Deletion of data

10. VMG will ensure that it allows *members* to control and delete their *personal data* more easily. VMG will:
- (a) amend interaction on the *dating site* to *clearly* permit deletion of a *member's profile* during the process of ending membership.
 - (b) *clearly* explain to *members* the reason that, and for how long, any *personal data* is retained by VMG.
 - (c) provide a *personal data* guarantee to each *member* that will include a commitment to compliance with all applicable *data protection laws*.

Unilateral variation of terms by VMG

11. VMG will amend the terms on which it contracts with *members* to ensure that any term, permitting future variation of the contract, complies with the unfair

terms provisions in Part 2 (Unfair Terms) of the Consumer Rights Act 2015. In particular, notice will be given to a *member* before:

- (a) the amount the *member* is required to pay is varied.
- (b) there is any *material change* in the service provided by VMG to the *member*.

12. In the event that a *member* terminates a contract on the basis of paragraph 11(a) or (b) VMG will re-pay the *member* an amount that is proportional to the period of service that the terminating *member* did not use.

Cancellation

13. VMG will comply with all obligations it has under part 3 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

Training and monitoring

14. In the implementation of these Undertakings VMG undertakes that it will take *reasonable steps* to:

- (a) train *VMG employees* in *consumer protection law* and measures required to comply with the implementation of these Undertakings;
- (b) monitor on at least a quarterly basis that the matters covered by the Undertakings are being observed by *VMG employees* and *third-party partners*.

15. VMG will ensure that it promptly negotiates and enters into a *Primary Authority Scheme* with a *Primary Authority Partner*. VMG shall cooperate with the *Primary Authority Partner* to monitor VMG's ongoing compliance with the Undertakings and consumer law. Insofar as VMG has not managed by 30

September 2018 to enter into a *Primary Authority Scheme* with a *Primary Authority Partner*, it shall cooperate with *RBWM* to monitor VMG's ongoing compliance with the Undertakings and consumer law until such time as it has entered into a *Primary Authority Scheme* with a *Primary Authority Partner*.

Publication and cancellation rights

16. At the time these Undertakings are entered into by VMG or as soon as reasonably practicable thereafter (and in any event within two weeks of signing) VMG will send all existing *members* the *Undertaking message* and place the *Undertaking message*, or require that the *Undertaking message* is placed, prominently on all *dating sites* until such time as the Undertakings are fully implemented pursuant to Paragraph 19.

17. VMG will ensure that the *Undertaking message*:

- (a) Includes in a *clear* manner the language set out in Annex B; and
- (b) does not make any misleading statement (including by omission).

18. In addition to sending the *Undertaking message*, VMG will:

- (a) send *members* information on what changes are being made to the dating services and when they will be completed, prior to those changes taking place;
- (b) offer any *affected members* the choice to either transfer membership to another *dating site* or to cancel their membership.

For the avoidance of doubt, insofar as any changes to be notified under paragraph 18 are *material changes*, performance of the obligations under paragraphs 11 and 12 will satisfy the requirements of paragraph 18.

Dates for implementation

19. VMG will implement the Undertakings as follows:

- (a) the undertakings at paragraphs 1-2 (*Additional dating sites*) will be implemented by 31st July 2018;
- (b) the undertaking at paragraph 3 (Search function) insofar as it is applicable will be implemented by 31st July 2018;
- (c) the undertakings at paragraphs 4-5 (Claims about membership and *messages*) will be implemented by 30th April 2018;
- (d) the undertakings at paragraph 6 (Sharing *personal data*) will be implemented by 31st July 2018;
- (e) the undertakings at paragraphs 7-8 (*Cross-registration between networks*) will be implemented immediately;
- (f) the undertakings at paragraph 9 (Automatic subscription renewal) will be implemented by 1st April 2018;
- (g) the undertakings at paragraph 10 (Deletion of data) will be implemented by 25th May 2018;
- (h) the undertakings at paragraphs 11-12 (Unilateral variation of terms by VMG) will be implemented by 16th April 2018;
- (i) the undertakings at paragraph 13 (Cancellation) will be implemented by 16th April 2018;
- (j) the undertakings at paragraphs 14-15 (Training and monitoring) will be implemented by 30th April 2018;

- (k) the undertakings at paragraphs 16-17 (Publication and cancellation rights) will be implemented at the time of signing or as soon as reasonably practicable thereafter (and in any event within two weeks of signing).

BY SIGNING THIS UNDERTAKING VMG IS AGREEING THAT IT WILL BE BOUND BY IT. THIS UNDERTAKING REPRESENTS A COMMITMENT IN RELATION TO FUTURE COMPLIANCE BY VMG WITH CONSUMER PROTECTION REGULATION AND PRACTICE. THIS UNDERTAKING DOES NOT AMOUNT TO AN ADMISSION THAT ANY PERSON HAS COMMITTED ANY CRIMINAL OFFENCE OR OTHERWISE INFRINGED THE LAW.

IF HAVING SIGNED THIS DOCUMENT VMG BREACHES ANY OF THE ABOVE UNDERTAKING, IT IS AWARE THAT IT MAY BE THE SUBJECT OF AN APPLICATION TO THE COURT FOR AN ENFORCEMENT ORDER UNDER SECTION 215 OF THE EA02.

Annex A

‘Associate’ has the same meaning as in section 222 of the Enterprise Act 2002.

‘Automatic renewal’ means the automatic renewal of a contract or membership subscription.

‘Additional dating site’ means a dating website in the same network as the website on which the member has signed up.

‘Affected member’ means any *Member* who is a member of a dating site that will close as a consequence of the Undertakings.

‘Casual dating site’ means a Dating site where the members are concerned primarily with adult themes.

‘Clear’ means intelligible, transparent, unambiguous, non-misleading, timely and prominent.

‘Consumer protection law’ refers to the Consumer Protection from Unfair Trading Regulations 2008 (CPRs), the Consumer Contract (Information, Cancellation & Additional Charges) Regulations 2013 (CCRs) and the Consumer Rights Act 2015 (CRA).

‘Cross-registration’ means functionality which facilitates the registration of a person who is member of one *dating site* on another dating site on another *network*.

‘Data protection laws’ means (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((*EU*) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

‘Dating site’ means any dating website operated by either VMG or by a *third party partner* on VMG’s software platform.

‘Material change’ means any change that would be considered material by the average consumer, as defined by regulation 2 of the CPUTR 2008. For the avoidance of doubt, it includes any material change to the *member’s network*.

‘Member(s)’ means any consumer who registers or signs up for a *dating site*.

‘Member’s profile’ means the information that a member submits to a dating site for the purposes of making that information available to other members including introductory messages.

‘Messages’ means messages which are sent between *members* (subject to the need for any subscription) and introductory messages.

‘Network’ means a collection of *additional dating sites* attracting *members* with a common interest or characteristic. VMG divides *dating sites* into different categories. These include: heterosexual mainstream sites, homosexual/bisexual sites, casual (adult) sites. The categories may form a network in and of themselves. However, in relation to the heterosexual mainstream sites, VMG has currently created the following networks: mainstream dating, single parent dating, black dating, mature dating and Christian dating. These networks may change over time, subject to continued compliance by VMG with these Undertakings.

‘Personal data’ shall have the meaning set out in the applicable data protection laws. For the avoidance of doubt, it includes any personal data included in a *member’s profile*, photographs and *messages*.

‘Primary Authority Partner’ means RBWM or another Trading Standards authority.

‘Primary Authority Scheme’ means the Primary Authority scheme as currently administered by the Office for Product Safety and Standards.

‘Reasonable steps’ – to the extent that it relates to *third-party partners* - includes, but is not limited to, such steps which VMG is reasonably entitled to require a *third-party partner* to take having regard to contractual rights accruing to VMG regarding the content and/or presentation of the *dating sites*.

‘RBWM’ means the Royal Borough of Windsor & Maidenhead Trading Standards;

‘Third party partner’ means any person (including for the avoidance of doubt any legal person) who operates or runs a dating site with VMG or on whose behalf VMG operates a *dating site*.

‘Undertaking message’ means the message referred to in paragraphs 16 and 17.

‘VMG employee’ means any employee, officer or third party consultant or contractor of VMG who has contact with members or whose work involves or relates to a *dating site*.

ANNEX B

'We are making changes to our websites following an investigation by the Competition and Markets Authority and in preparation for changes to data protection laws brought in by the General Data Protection Regulation. The changes reflect the requirements of UK consumer protection law and the new data protection laws. We will send you more information about these changes before they are implemented.

In the meantime, further information is available from the websites of the Competition and Markets Authority (www.gov.uk/cma) and of the Information Commissioner's Office (<https://ico.org.uk>). We are not responsible for these websites and have no control over their nature, content and availability.'

PART 8 OF THE ENTERPRISE ACT 2002 (EA02)

Mr Ross Williams

UNDERTAKING TO THE COMPETITION AND MARKETS AUTHORITY PURSUANT TO SECTION 219 OF THE EA02 RELATING TO:

- A. THE CONSUMER PROTECTION FROM UNFAIR TRADING
REGULATIONS 2008 (CPRs)**

- B. THE CONSUMER RIGHTS ACT 2015 (CRA)**

- C. THE CONSUMER CONTRACTS (INFORMATION, CANCELLATION AND
ADDITIONAL CHARGES REGULATIONS 2013) (CCRs)**

Mr Ross Williams of 59-60 Thames Street, Windsor, Berkshire, England, SL4 1TX, (the 'Director'), has agreed to provide undertakings to the Competition and Markets Authority (CMA) in response to an investigation by the CMA into alleged breaches of the CPRs, CRA and CCRs.

The Director gives the following undertakings to the CMA under section 219 of the EA02:

UNDERTAKING

'Company' means Venntro Media Group Ltd (company number 04880697) of 59-60 Thames Street, Windsor, Berkshire SL4 1TX.

'Company's Undertaking' means the Undertaking provided by the Company to the CMA.

In accordance with Section 219(4) of the EA02, the Director undertakes that he will:

- **not engage in the course of his business or any other any of the conduct which contravenes paragraphs 1 to 13 of the Company's Undertaking;**
- **not consent to or connive in the carrying out of such conduct by a body corporate with which he has a special relationship (within the meaning of Section 222(3) of the EA02);**
- **ensure that the Company takes such measures, by no later than 31 July 2018, as are set out in paragraphs 1 to 13 of the Company's Undertaking;**
- **ensure that the Company complies with paragraphs 14 - 18 of the Company's Undertaking;**
- **not consent to or connive in the carrying out of such conduct by a body corporate with which he has a special relationship (within the meaning of**

Section 222(3) of the EA02) that would breach paragraphs 1-13 of the Company's Undertaking; and

- **take steps to ensure that any company with which he has a special relationship (within the meaning of Section 222(3) of the EA02), its employees and any third parties acting on behalf of the company comply with this Undertaking, including but not limited to introducing suitable policies and procedures and monitoring compliance with these policies and procedures.**

BY SIGNING THIS UNDERTAKING THE DIRECTOR IS AGREEING THAT HE WILL BE BOUND BY IT. THIS UNDERTAKING DOES NOT AMOUNT TO AN ADMISSION THAT ANY PERSON HAS COMMITTED ANY CRIMINAL OFFENCE OR OTHERWISE INFRINGED THE LAW.

IF HAVING SIGNED THIS DOCUMENT THE DIRECTOR BREACHES ANY OF THE TERMS OF THE ABOVE UNDERTAKING, HE IS AWARE THAT HE MAY BE THE SUBJECT OF AN APPLICATION TO THE COURT FOR AN ENFORCEMENT ORDER UNDER SECTION 215 OF THE EA02.

PART 8 OF THE ENTERPRISE ACT 2002 (EA02)

Mr Steven Pammenter

UNDERTAKING TO THE COMPETITION AND MARKETS AUTHORITY PURSUANT TO SECTION 219 OF THE EA02 RELATING TO:

- A. THE CONSUMER PROTECTION FROM UNFAIR TRADING
REGULATIONS 2008 (CPRs)**
- B. THE CONSUMER RIGHTS ACT 2015 (CRA)**
- C. THE CONSUMER CONTRACTS (INFORMATION, CANCELLATION AND
ADDITIONAL CHARGES REGULATIONS 2013) (CCRs)**

Mr Steven Pammenter of 59-60 Thames Street, Windsor, Berkshire, England, SL4 1TX, (the 'Director'), has agreed to provide undertakings to the Competition and Markets Authority (CMA) in response to an investigation by the CMA into alleged breaches of the CPRs, CRA and CCRs.

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- ensure that the Company takes such measures, by no later than 31 July 2018, as are set out in paragraphs 1 to 13 of the Company's Undertaking;**
- ensure that the Company complies with paragraphs 14 - 18 of the Company's Undertaking;**
- not consent to or connive in the carrying out of such conduct by a body corporate with which he has a special relationship (within the meaning of**

Section 222(3) of the EA02) that would breach paragraphs 1-13 of the Company's Undertaking; and

- **take steps to ensure that any company with which he has a special relationship (within the meaning of Section 222(3) of the EA02), its employees and any third parties acting on behalf of the company comply with this Undertaking, including but not limited to introducing suitable policies and procedures and monitoring compliance with these policies and procedures.**

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