

ONLINE DATING ASSOCIATION (ODA)

The Online Dating Association (“ODA”) was set up in 2013 to ensure high standards of behaviour by dating service providers serving UK users.

The Online Dating Association Code of Practice (“ODA Code”) is binding on members of the Association. It sets out what is expected of members under a series of key headings:

- General Rules
- Honest and clear communications
- Protection of the user
- Delivering to meet user needs
- Protecting data and privacy

The Code also sets out compliance arrangements and sanctions.

The Code is “outcome-based”. Wherever possible it sets out the positive outcome it is seeking to achieve or the negative outcome it is seeking to prevent. The ODA Code does not seek to prescribe how ODA Members go about their business in order to comply. The Code gives ODA Members scope to decide how they go about meeting these requirements in ways that best suit them and their users.

Members of the ODA must make available full details of the Code to users, on request, and without charge or obstruction.

Providers of online dating services wishing to join the ODA will be asked to give an undertaking of compliance with the Code and to explain the arrangements they have in place in achieve this compliance.

The Online Dating Association Code of Practice

Section 1. General Rules

- 1.1 ODA Members must comply with all legal and regulatory requirements applying to their business including, but not limited to, any legislation, regulations and guidelines relating to the protection of personal data, privacy, advertising & broadcasting, company and commercial practices and e-commerce.
- 1.2 ODA Members must act in a fair and reasonable manner and meet the commitments they make to their Users.
- 1.3 ODA Members must not act in ways that bring the online industry or the ODA into disrepute.
- 1.4 ODA Members are accountable for any action (including the content of commercial communications) taken on their behalf by their staff, their sales agents, their partners, affiliates, agencies and sub-contractors in the context of the ODA Code.
- 1.5 ODA Members must display the ODA logo and any other logo and any other information properly required by the ODA from time to time by means that should ensure user awareness.
- 1.6 ODA Members must give Users ready, clear online access to the ODA and its website and give Users clear information as to how they can make a complaint or report a concern to the ODA.
- 1.7 ODA Members must not display the ODA logo or any other logo or content in connection with the ODA or make reference to ODA membership on sites of an adult or “casual” nature or any site not registered with the ODA.

Section 2. Honest and Clear Communications

- 2.1 ODA Members must ensure their services and their marketing content does not mislead through exaggeration, omission or by any other means.
- 2.2 ODA Members must provide Users with clear and easily accessible information about their service and website, including but not limited to:
- a) Contact details for those with responsibility for the site.
 - b) The relationship between the site owner or promoter and any other agent or third party including any relationship with any other ODA Members who have a responsibility for managing the site or service.
 - c) A regularly monitored active online contact form, link or email address through which Users can get help, report problems or make a complaint.
 - d) The site operator's privacy policy.
 - e) Terms and conditions of membership or use of a site or service.
 - f) A statement of the ODA Member's right to terminate a User's membership or a User's registration with immediate effect and the grounds on which the ODA Member could invoke such termination.
- 2.3 ODA Members must advise prospective Users in advance if registration, membership or use of a service is based on being included in a pool of Users that goes beyond the user base of the service they are being invited to join. A list of those participating sites must be accessible through the website the User joined.
- 2.4 ODA Members who operate services based on pooling of Users should have regard to the appropriateness of the pools operated.

- 2.5 ODA Members must provide Users with clear information about the different forms of membership and how to cancel membership. In particular, and before Users make any financial payments, the ODA Member must clearly specify the following:
- a) the services offered for the payment
 - b) the duration of any services offered for the payment including any minimum subscription period resulting from the payment
 - c) any element of automatic renewal and how this would happen
 - d) any other key membership conditions or requirements that may affect the User during membership or the User's use of the service
- 2.6 ODA Members must clearly state the terms, duration and limitations on any free services it offers to Users and must make clear if any on-going commitments, including any financial commitments, arise or are applied as a consequence of accepting such an offer.

Section 3. Protection of the User

- 3.1 ODA Members must have easily accessible safety information for Users explaining the potential risks with online dating and providing appropriate advice and guidance.
- 3.2 ODA Members must provide Users with easily accessible guidance on what constitutes unacceptable behaviour.
- 3.3 ODA Members must provide Users with a link and/or contact option to enable them to report any cases of abuse and/or harm caused by other Users. Any such reports should be acted on appropriately by the ODA Member.
- 3.4 ODA Members must have policies and arrangements to prevent misuse or inappropriate use of their services.
- 3.5 ODA Members must ensure all User profiles are checked and that appropriate arrangements exist to detect fraudulent or misleading Profiles and inappropriate content and to remove any such Profiles from the site as soon as possible.

- 3.6 ODA Members must not themselves create fake Profiles or knowingly allow Users or any other party to create and post fake Profiles. If ODA Members create Profiles for testing or other administrative purposes this should be done in ways that ensure Users are in no doubt over the nature of such Profiles.
- 3.7 ODA Members must not market or allow the marketing of services to target Children.
- 3.8 ODA Members must take all reasonable steps to ensure Children do not use services.
- 3.9 ODA Members must have regard to Users who may be vulnerable by virtue of their circumstances.

Section 4. Delivering and meeting User needs

- 4.1 ODA Members must provide Users with clear and easy to access information on the ODA Members website setting out:
 - a) what type of membership they hold
 - b) the duration of the Users membership
 - c) what subscription rates are applicable to their membership
 - d) what the future payment commitments are should any on-going membership or subscription renewal be applied
 - e) how to cancel their membership
 - f) any refund conditions that apply in the event of cancellation.
- 4.2 Users must be able to cancel memberships and/or subscriptions online within the service or by e –mail.
- 4.3 ODA Members must process and confirm all cancellations instructions from Users promptly.
- 4.4 ODA Members operating paid-for services must have an accessible and clear refund policy.

- 4.5 ODA Members must have appropriate and effective arrangements for handling online complaints, queries or other User issues in a timely manner.

Section 5. Protecting Data and Privacy

- 5.1 ODA Members must have arrangements in place to meet any User request that their Profile be removed from public view.
- 5.2 ODA Members must inform Users should it retain User information after cancellation or termination of a User's membership. Any information retained by the ODA Member shall be retained in line with laws and regulations on data protection.
- 5.3 ODA Members offering or operating forms of multiple mailing on behalf of Users must ensure messages are clear as to their nature. They must not misrepresent these or any system generated messages as being personal in nature. Such messages cannot be issued without the prior express consent/agreement of a User in whose name they are sent. These or similar messages must be free to receive and read.
- 5.4 ODA Members must be fair and honest in the purchase, sale and use of personal data and shall ensure that they adhere to any consent requirements as set out in any legislation or regulations governing data protection.

Section 6. Compliance arrangements

- 6.1 ODA Members must co-operate fully with the ODA in any investigative and adjudicatory matters in relation to their membership and the ODA Code.
- 6.2 ODA Members found to be in breach of the Code of Practice will be liable for the administrative costs incurred by the Association in carrying out any formal investigation and in reaching and implementing an adjudication.

- 6.3 Subject to exercising any right to appeal a decision of the ODA, Members must comply with any direction or sanction set by the ODA, including but not limited to complying with an undertaking to review or amend internal procedures or marketing material and the reimbursement of any payments made by the User.
- 6.4 ODA Members who have had been found by the ODA to have committed a serious breach of the ODA Code may have their membership terminated with immediate effect or suspended for a period that the ODA at its sole discretion deems appropriate.
- 6.5 ODA Members who have had their membership terminated or suspended must remove all logos, links and any other content connected to the ODA with immediate effect.
- 6.6 Should the ODA have reason to believe that any ODA Member is in breach of any laws or regulations, the ODA reserves the right at its sole discretion to refer the matter to the appropriate statutory and regulatory bodies.

Annex 1

Definitions

“ODA” shall mean the Online Dating Association set up in accordance with the Articles of Association of 29 November 2013.

“ODA Logo” shall mean the approved and official logo of the ODA as determined by the ODA from time to time.

“ODA Members” shall mean the fully paid members of the ODA.

“User” or “Users” shall mean the users of the site, including but not limited to those Users who have entered their personal details on the site and shall include (but not be limited to) those who have registered and/or subscribed to any service, offer, promotion and/or membership that the ODA Member has made available on its website.

An **adult or “casual” service** is one based in offering sexual entertainment or arranging sexual encounters, where this is typically reflected in marketing material, the content provided by the site operator and the policy in terms of the visual and other content allowed.

Profile or User profile means the personal information submitted by the User specifically to represent themselves on the service, including photographs, audio recordings and video recordings. It does not include content contributed as part of interacting with other users, such as messages, blog posts, forum posts or comments.

Children shall mean any person under the age of eighteen.