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ATTORNEY GENERAL OF NEW JERSEY
Division of Law
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FILED

February 21 2024

Division of Consumer Affairs

By: Cody I. Valdez (278232019)
Deputy Attorney General

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

In the Matter of

BUMBLE 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 -227 (“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, 13:45A-6.1 to -6.4 (“DCA Rules”), have been or are being committed by Bumble Inc., through the Badoo Brand and Bumble Brand, in connection with their representations to New Jersey Members regarding their practices that may be considered Criminal Background Screenings (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 Bumble Inc. is headquartered in Austin, Texas, and has a Controlling Interest in the Bumble Brand and Badoo Brand, which actively Conduct Business in New Jersey;

WHEREAS the Division alleges that Bumble Inc. through the Bumble Brand and Badoo Brand engaged in conduct in violation of the CFA, IDSA, and DCA Rules, in each case in connection with their representations to New Jersey Members regarding their practices that the Division alleges constitutes Criminal Background Screening; and

WHEREAS the Division and Bumble 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 Bumble 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 regulation, 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 “Affiliate(s)” means any Entity directly or indirectly owned by Parent Company, any Person or Entity directly or indirectly controlled by Parent Company, any Person or Entity that directly or indirectly controls Parent Company, and any officer, director, partner, copartner, employee or agent of such Person or Entity. For the purposes of this Consent Order, this definition does not include any Affiliates of Parent Company who are not Internet Dating Services, or an officer, director, partner, copartner, employee or agent of an Internet Dating Service.

2.2 “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.

2.3 “Badoo Brand” means all websites and applications by which Persons are able to access and use the Internet Dating Service named Badoo, including but not limited to www.badoo.com.

2.4 “Bumble Brand” means all websites and applications by which Persons are able to access and use the Internet Dating Service named Bumble, including but not limited to www.bumble.com.

2.5 “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 presented 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 Parent Company or any of its Internet Dating Services; and

v. The disclosure is reasonably accessible to Persons with disabilities; for disclosures provided online, this means that Parent Company and its Internet Dating Services 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 Parent Company or its Internet Dating Services from determination on a product-by-product basis how to make information reasonably accessible to Persons with disabilities.

2.6 “Conduct(s) Business in New Jersey” shall be defined as the offer of Internet Dating Services to, and the acceptance of fees from residents of New Jersey.

2.7 “Consumer Fraud Act” or “CFA” refers to N.J.S.A. 56:8-1 to -227.

2.8 “Controlling Interest” shall be defined as the holding of a majority interest or any degree of ownership of a business sufficient to give the holder the means of exercising control over the management or operations of the business.

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

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

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

2.12 “Device” means any device capable of connecting to the Internet from which a Person may access Bumble Brand, Badoo Brand, or any other Internet Dating Service that Conducts Business in New Jersey in which Parent Company has a Controlling Interest.

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

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

2.15 “Internet Dating Service(s)” shall be defined in accordance with N.J.S.A. 56:8-170(d). For the purposes of this Consent Order, “Internet Dating Service” refers to any Internet Dating Services in which Parent Company has a Controlling Interest.

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

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

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

2.19 “Open Public Records Act” refers to N.J.S.A. 47:1A-1 to -13.

2.20 “Parent Company” refers to Bumble Inc., as well as any successors, Affiliates, and subsidiaries. For the purposes of this Consent Order, “Parent Company” does not include the Bumble Brand or Badoo Brand.

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

2.22 “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.

2.23 “Terms” refers to the Internet Dating Service’s Terms and Conditions of Use.

3. STIPULATED FACTS

3.1 From at least January 31, 2018, until January 31, 2021, the Terms for the Bumble Brand stated that “BUMBLE DOES NOT CONDUCT CRIMINAL BACKGROUND SCREENINGS ON ITS MEMBERS.”

3.2 On January 31, 2021, the Bumble Brand amended its Terms to change the disclosure to:

YOU UNDERSTAND THAT BUMBLE GROUP DOES NOT CURRENTLY CONDUCT CRIMINAL BACKGROUND CHECKS ON ITS USERS. BUMBLE GROUP ALSO DOES NOT INQUIRE INTO THE BACKGROUNDS OF ITS USERS OR ATTEMPT TO VERIFY THE STATEMENTS OF ITS USERS. BUMBLE GROUP MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF ANY USERS OR THEIR COMPATABILITY WITH ANY CURRENT OR FUTURE USERS. BUMBLE GROUP RESERVES THE RIGHT TO CONDUCT ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENING (SUCH AS SEX OFFENDER REGISTRATION SEARCHES) AT ANY TIME AND TO USE AVAILABLE PUBLIC RECORDS FOR ANY PURPOSE.

3.3 From May 14, 2018, to August 11, 2021, the Badoo Brand omitted Criminal Background Screening disclosures, but had Members “[w]arrant that they had not been convicted of, nor subject to any court order relating to assault, sexual misconduct, or harassment.”

3.4 On August 11, 2021, the Badoo Brand publicly posted revised Terms on the website for the Badoo Brand, and added a Criminal Background Screening disclosure, which stated:

Are other users vetted?

NO. YOU UNDERSTAND THAT IN THE ORDINARY COURSE OF BADOO’S OPERATIONS, BADOO GROUP

DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS ON ITS USERS OR OTHERWISE REGULARLY INQUIRE INTO THE BACKGROUNDS OF ITS USERS OR ATTEMPT TO VERIFY THE STATEMENTS OF ITS USERS. BADOO GROUP MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF ANY USERS OR THEIR COMPATABILITY WITH ANY CURRENT OR FUTURE USERS. BADOO GROUP RESERVES THE RIGHT TO CONDUCT ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS (SUCH AS SEX OFFENDER REGISTER SEARCHES) AT ANY TIME AND TO USE AVAILABLE PUBLIC RECORDS FOR ANY PURPOSE.

3.5 The Badoo Brand's Terms publicly posted on August 11, 2021 also removed language notifying Members that those who "repeatedly" violate the Terms may be prevented from using Badoo, and stated that those who "[i]nfringe [the Badoo Brand's] rules or violate the Terms" may be prevented from using the Badoo Brand.

3.6 In certain circumstances, the Bumble Brand and Badoo Brand have responded to member-generated reports or press reports regarding Members by investigating the reported Member's criminal history, which may have included searching sex offender registries and available 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 (the "Relevant Time Period"), incorporated herein by reference, the Bumble Brand and Badoo Brand have offered and continue to offer Internet Dating Services and accept membership fees from residents of the State of New Jersey.
- b. As Internet Dating Services that Conduct Business in New Jersey the Bumble Brand and Badoo Brand were, and continue to be, required to comply with the IDSA, DCA Rules, and CFA.

- c. The Bumble Brand violated the IDSA, DCA Rules, and CFA when it failed to provide adequate disclosures, in violation of N.J.S.A. 56:8-171 and N.J.A.C. 13:45A-6.3.
- d. The Badoo Brand violated the IDSA, DCA Rules, and CFA when it failed to provide adequate disclosures, in violation of N.J.S.A. 56:8-171, N.J.S.A. 56:8-172, and N.J.A.C. 13:45A-6.3.

4.2 The Division has alleged that the conduct of the Bumble Brand and Badoo Brand described in Paragraph 4.1 each constitute separate and additional commercial practices in violation of the CFA, N.J.S.A. 56:8-2.

5. INJUNCTIVE RELIEF

5.1 Parent Company and its Internet Dating Services that Conduct Business in New Jersey shall comply with 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 its Internet Dating Services. As part of compliance with the CFA, any Internet Dating Service that Conducts Business in New Jersey shall not make any misrepresentations to Persons residing in New Jersey about the Internet Dating Service's Criminal Background Screening policies and practices.

5.2 Parent Company and its Internet Dating Services that Conduct Business in New Jersey may continue, or enhance, their practice of investigating, in certain circumstances, a Member's background by checking State or national sex offender registries, and/or State and federal public records databases, including in response to Member-generated reports or press reports of misconduct, and taking other steps to protect the online dating community in an effort to keep its Internet Dating Services as safe as reasonably possible for its Members. As part of its

practices of investigating a Member's background, the Internet Dating Service shall provide the appropriate disclosures to its Members, in compliance with Paragraphs 5.3 to 5.14.

5.3 Within forty-five (45) days of the Effective Date, all Internet Dating Services that Conduct Business in New Jersey and perform Criminal Background Screenings on its Members shall ensure that their disclosures accurately describe the Internet Dating Service's practices relating to Criminal Background Screening, in compliance with the IDSA and DCA Rules.

5.4 Within forty-five (45) days of the Effective Date, all Internet Dating Services that Conduct Business in New Jersey and perform any Criminal Background Screenings on its Members must issue a Pop-up Notification to the extent technologically feasible to all existing New Jersey Members and send an email to all existing New Jersey Members for whom the Internet Dating Service has an email address that informs them of the updates to the Internet Dating Service's Criminal Background Screening disclosure.

5.5 The Criminal Background Screening disclosures for all Internet Dating Services that Conduct Business in New Jersey and perform Criminal Background Screenings on some or all of its Members shall, in compliance with the IDSA:

- i. Disclose whether the Internet Dating Service 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));
- ii. State that Criminal Background Screenings are not foolproof (see N.J.S.A. 56:8-171(d));
- iii. State that Criminal Background Screenings may give Members a false sense of security (see N.J.S.A. 56:8-171(d));
- iv. State that Criminal Background Screenings are not a perfect safety solution (see N.J.S.A. 56:8-171(d));

- v. State that criminals may circumvent even the most sophisticated search technology (see N.J.S.A. 56:8-171(d));
- vi. 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));
- vii. State that only publicly available convictions are included in Criminal Background Screenings (see N.J.S.A. 56:8-171(d)); and
- viii. 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)).

5.6 The Criminal Background Screening disclosures for all Internet Dating Services that Conduct Business in New Jersey and 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:

- i. The means that it uses to conduct the Criminal Background Screenings (see N.J.A.C. 13:45A-6.3(a)(1));
- ii. 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 Internet Dating Service 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));
- iii. Whether the Internet Dating Service 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
- iv. 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)).

5.7 The Internet Dating Services 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 Bumble Brand and Badoo Brand 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:

In certain circumstances, such as in response to member-generated or press reports of suspected misconduct, [the Bumble Group][the Badoo Group] may investigate whether a member has a criminal history, which may, depending on the circumstances, include searching sex offender registries or other public records. If such investigations identify a person with a criminal conviction, [the Bumble Group][the Badoo Group] may use available information to determine whether the person identified by the investigation is the same person as the member about whom the investigation was conducted. Following any such investigation, with respect to any member that [the Bumble Group] [the Badoo Group] reasonably believes to have been convicted of a sex offense (such as sexual assault or sexual harassment, and including any registered sex offenders), or a conviction for human trafficking, stalking, kidnapping, child abuse, domestic abuse, murder, hate crimes, or terrorism or violent extremism, [the Bumble Group][the Badoo Group] may take steps to block that person from using the service and communicating with other members over the platform. [The Bumble Group][The Badoo Group] reserves the right to block members for other offenses, or for other violations of these Terms, or for other reasons in their sole discretion. Criminal background investigations, when conducted, are not typically updated by [the Bumble Group][the Badoo Group]. Additionally, while investigations for criminal histories may be conducted on some members, they are not foolproof and most members are not expected to be subject to any form of check for criminal histories. Any investigations for criminal histories may give members a false sense of security. The checks for criminal histories that may be conducted by [the Bumble Group][the Badoo Group] are not a perfect safety solution. Criminals may circumvent even the most sophisticated search technology. Not all criminal records are public in all states and not all databases are up to date. Only publicly available convictions are included in checks, and checks do not cover other types of convictions or arrests or any convictions from foreign countries.

5.8 The Criminal Background Screening disclosures required by Paragraphs 5.5 and 5.6 shall be provided on the Internet Dating Service's webpages and application screens on which a New Jersey Member is requested to provide information about themselves, including but not limited to the account creation dataflow and profile page. (See N.J.A.C. 13:45A-6.3(b)). The disclosures may be provided only on the homepage of the website or the application login screen, provided that a hyperlink to the disclosures is Clearly and Conspicuously displayed on all the webpages or application screens on which a New Jersey Member is requested to provide information about themselves, and the title of the hyperlink explicitly informs New Jersey Members that the hyperlink will navigate them to the Internet Dating Service's Criminal Background Screening disclosures.

5.9 All Internet Dating Services that Conduct Business in New Jersey and perform any Criminal Background Screenings shall also Clearly and Conspicuously display on the webpage or application screen containing the Member's profile the Internet Dating Service'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). If a hyperlink to the policy is utilized by the Internet Dating Service, the title of the hyperlink shall explicitly inform New Jersey Members that the hyperlink will navigate them to the Internet Dating Service's policy regarding the updating of Criminal Background Screenings.

5.10 If any Internet Dating Service that Conducts Business in New Jersey discontinues its practice of conducting Criminal Background Screenings on any of its members at all, then it shall comply with the requirements of N.J.S.A. 56:8-171(b).

5.11 If any Internet Dating Service that Conducts Business in New Jersey begins conducting Criminal Background Screenings on all of its communicating Members, then it shall comply with the requirements of N.J.S.A. 56:8-171(c), in addition to the requirements of the IDSA

and DCA Rules for Internet Dating Services that conduct Criminal Background Screenings on some or all of its members, N.J.S.A. 56:8-171(d) and N.J.A.C. 13:45A-6.3.

5.12 Within thirty (30) days of any material changes to the Criminal Background Screening policy or practices of any Internet Dating Services that Conduct Business in New Jersey, that would render the disclosure in Paragraph 5.7 above materially inaccurate, the Internet Dating Service must notify New Jersey Members about the material changes to its Criminal Background Screening policies or practices via a Pop-up Notification to the extent technologically feasible, and send an email to all existing New Jersey Members for whom the Internet Dating Service has an email address.

5.13 For the purposes of the disclosures required by Paragraphs 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 5.9, 5.10, 5.11, and 5.12 of this Consent Order, the information will be presented in a manner that any current or prospective New Jersey Member is not reasonably likely to avoid.

5.14 All Internet Dating Services that Conduct Business in New Jersey shall provide safety awareness notifications, in compliance with N.J.S.A. 56:8-171(a).

6. SETTLEMENT PAYMENT

6.1 The Parties have agreed to a monetary settlement pursuant to this Consent Order in the amount of \$315,000.00 (“Settlement Payment”), to be paid to the Division within sixty (60) days of the Effective Date. This Settlement Payment consists of \$205,000.00 allocated to the Division’s civil penalty claims, and \$110,000.00 allocated to the Division’s claims for reimbursement of attorneys’ fees and investigative costs. The Settlement Payment is not a finding by the Division or admission by Parent Company or the Badoo Brand or the Bumble Brand of liability.

6.2 Parent Company 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, Parent Company 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 Parent Company making the Payment to New Jersey as described in Section 6, the Division hereby agrees to release Parent Company, Bumble Brand, Badoo Brand, and their officers, directors, subsidiaries, and employees 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 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 Parent Company, Bumble Brand, and Badoo Brand's representations to New Jersey Members regarding their Criminal Background Screening practices ("Released Claims"). Nothing contained in this paragraph shall be construed to limit the ability of the Division to enforce the obligations that Parent Company, Bumble Brand, Badoo Brand, and their officers,

subsidiaries, Affiliates, 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 Parent Company, Bumble Brand, or Badoo Brand 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:

Cody I. Valdez, Deputy 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
Cody.Valdez@law.njoag.gov.

b. For Bumble Inc.:

Nicholas S. Goldin, Esq.
Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, New York 10017
ngoldin@stblaw.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 Prior to filing any action to enforce the provisions of this Consent Order, the Attorney General (or designated representative) shall meet and confer with Parent Company in an attempt to resolve any dispute with respect to compliance with this Consent Order. The Attorney General (or designated representative) shall notify Parent Company in writing of the alleged violation of this Consent Order, and Parent Company shall have thirty (30) days to respond to the notification. The Attorney General (or designated representative) shall not file any action until the thirty (30) days expires.

10. COMPLIANCE WITH ALL LAWS

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

a. Relieving Parent Company, Bumble Brand, or Badoo Brand of their obligations to comply with all State 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 Parent Company, Bumble Brand, or Badoo Brand 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 Parent Company, Bumble Brand, or Badoo Brand 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 Parent Company 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 Plaintiffs to protect the interest of the State or the people of the State, or to enforce any laws, regulations, or rules against Parent Company.

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 Parent Company, Bumble Brand,

or Badoo Brand (except as expressly stated in Paragraph 5.7 of this Consent Order); or (b) an admission by Parent Company, Bumble Brand, or Badoo Brand that they have 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]

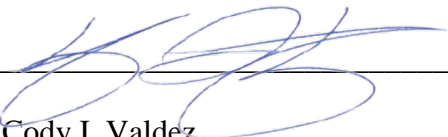
IT IS ON THE 21st DAY OF February, 2024, SO ORDERED, ADJUDGED AND DECREED.

MATTHEW J. PLATKIN
ATTORNEY GENERAL OF NEW JERSEY

By: Cari Fais
CARI FAIS, ACTING DIRECTOR
DIVISION OF CONSUMER AFFAIRS

FOR THE DIVISION:

MATTHEW J. PLATKIN
ATTORNEY GENERAL OF NEW JERSEY

By: 

Cody I. Valdez
Deputy Attorney General
124 Halsey Street, 5th Floor
Newark, New Jersey 07101

Dated: February 1, 2024

FOR RESPONDENT:

SIMPSON THACHER & BARTLETT LLP

By:  _____

Dated: 1/31, 2024

Nicholas S. Goldin, Esq.
Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, New York 10017
212-455-3685

BUMBLE INC. (on behalf of the Parent Company, Bumble Brand, and Badoo Brand):

By: Laura Franco _____

Dated: January 29, 2024

Laura Franco, Esq.
Chief Legal and Compliance Officer
Bumble Inc.
1105 West 41st Street
Austin, Texas 78756
512-696-1409