

Online dating platforms and the law: can you afford to swipe right for love?

By Mariya Peykova

3PB Barristers

At the end of last year, US Magistrate Laurel Beeler in San Francisco ruled that a proposed federal court class action against Match Group ('Match') should go to arbitration, as opposed to a class action in federal court. Match is a provider of online dating services across the globe - its portfolio includes Tinder, Match, PlentyOfFish, Hinge, TheLeague, OkCupid, OurTime, Meetic, and Pairs, which are all online dating platforms, most commonly known as 'dating apps'. The plaintiffs claim that Match and its subsidiaries have designed their dating platforms to be addictive, and allege that Match prioritises profits over consumers' relationship goals. The plaintiffs allege breaches of US consumer laws, among others.

Whilst more comprehensive data is needed in terms of user experience, some experts believe that dating apps can be addictive, as they give users a 'rush' that comes from receiving a like or matching with someone on the platform, giving rise to speculations that a dopamine-like reward pathway may be involved.¹ Natasha Schüll, author of *'Addiction by Design: Machine Gambling in Las Vegas'* believes that some dating service providers have used "every manner of enticement and monetisation to get revenue and extract value out of people... preying on their natural humanity"² through the use of dark patterns³ and by capitalising on addictive design features aimed at keeping people on the applications. There has been a gradual increase in user dissatisfaction in recent years, which has been widely reported on social media. Sophie K. Rosa, author of *'Radical Intimacy'* and columnist at Novara Media, writes that *'swiping often feels like a soul-crushing capitulation to capitalism, a profit-led love-purgatory.'*⁴

¹ <https://www.nationalgeographic.com/science/article/dating-apps-psychology-addiction-lawsuit>

² <https://www.theguardian.com/lifeandstyle/2024/nov/03/addicted-to-love-how-dating-apps-exploit-their-users>

³ Dark patterns are deceptive design techniques used to manipulate users into making decisions they wouldn't otherwise make. They can be used in websites and apps to exploit cognitive biases and cause harm to consumers.

⁴ <https://novaramedia.com/2025/01/15/i-hate-dating-apps-but-how-else-am-i-supposed-to-find-love/>

Match have declined to comment on how they determine compatibility, and the precise algorithms used by the various platforms operated by Match are opaque, at best. Justin McLeod, founder of the dating platform 'Hinge' has publicly denied that the platform uses an attractiveness score and contends that Hinge creates an individualized "taste profile" for users by tracking who they like and who likes them back.⁵ According to McLeod, Hinge uses a variation of the Gale-Shapley algorithm⁶, a Nobel-prize-winning formula designed in 1962 by economists David Gale and Lloyd Shapley to solve something called the "stable marriage problem."⁷ In summary, the algorithm proceeds iteratively, where each free man proposes to the women in the order of his preferences. If a woman is free, she accepts the proposal. If she is already engaged, she compares her current partner with the new proposer, and if she prefers the new man, she switches partners. This continues until all men are engaged. The problems with this algorithm are many, including that it is heteronormative and man-optimal, as well as that it is based on a number of assumptions which are not guaranteed to materialise in real life, to name but a few. Arguably, the algorithm also fails to account for the volatility and complexity of human emotions, but the limitations of statistical models are beyond the scope of this article. Hinge alleges that it combines the 62-year-old formula with machine learning to pair people with individuals they are most likely to prefer based upon their liking history.⁸

The US plaintiffs who issued a class action against Match have argued that the company has gamified the services it provides *"to transform users into gamblers locked in a search for psychological rewards that Match makes elusive on purpose."*⁹ The plaintiffs allege that by *"[h]arnessing powerful technologies and hidden algorithms, Match intentionally designs the platforms with addictive, game-like design features, which lock users into a perpetually pay-to-play loop that prioritizes corporate profits over its marketing promises and customers' relationship goals."*¹⁰ Whilst most of the online dating applications are free to download and use, they also offer paid versions, which enable users to obtain unlimited swipes, get more visibility on the applications, or obtain access to the most desirable singles.¹¹ The question

⁵ <https://fortune.com/2024/01/18/hinge-ceo-justin-mcleod-interview-attractiveness-score-algorithm-rose-jail/>

⁶ An explanation of how the algorithm works is found at <https://web.ece.ucsb.edu/~jrmarden/ewExternalFiles/lecture05-notes.pdf>

⁷ *Ibid*

⁸ *Ibid*

⁹ <https://www.npr.org/2024/02/14/1231513991/tinder-hinge-match-group-lawsuit>

¹⁰ *Ibid*

¹¹ *Ibid*

posed by the lawsuit is whether Match should provide a notice warning users of the addictive nature of the applications.

The above news from the US has brought the debate over the impact of dating platforms into the spotlight again, with particular focus on online safety and consumer protection in this jurisdiction. Less attention has been paid to the likely data protection issues arising in this context. This article will explore the impact of the practices employed by dating platforms, with a particular focus on how these affect the rights of individuals under consumer and data protection legislation, and will look at what dating service providers can do to improve their compliance with the relevant laws and regulations.

Consumer legislation in the UK

At least 4.4 million adults in the UK use online dating platforms or services, according to data company Statista.¹² According to the Guardian, a quarter of users pay for the services, generating £150m in annual revenue and placing the UK as the third-largest dating app market globally, behind only the US and China.¹³ Match state that the aim of their business model is *'to reduce online dependency, meaning [they] want users to move away from online connections to offline in-person relationships'*.¹⁴ However, the business model operated by Match is not reliant on targeted advertising to make profit – in fact, 98% of Match's revenues come from subscriptions paid by users.¹⁵ It is thus arguable that at least some dating service providers, like Match Group for example, have commodified the pursuit of love, and that the primary driving force of their structures and business models is in reality the maximisation of financial gain.

In the UK the Consumer Rights Act 2015 ('CRA 2015') protects the rights of consumers – the CRA covers unfair terms in the terms and conditions of services for consumers. The Digital Markets, Competition and Consumers Act 2024 (DMCCA), which entered into force on 1 January 2025, revokes the Consumer Protection from Unfair Trading Regulations 2008 ('CPUT') and restates it with minor amendments in Part 4 of the DMCCA – this includes a

¹² <https://www.theguardian.com/lifeandstyle/2024/nov/03/addicted-to-love-how-dating-apps-exploit-their-users>

¹³ <https://www.theguardian.com/lifeandstyle/2024/nov/03/addicted-to-love-how-dating-apps-exploit-their-users>

¹⁴ <https://committees.parliament.uk/writtenevidence/38613/pdf/>

¹⁵ *Ibid*

general duty on traders not to trade unfairly (i.e. not to engage in unfair commercial practices), prohibits misleading and aggressive practices, and sets out a list of practices which are considered unfair by default and are banned. In addition, the DMCCA gives the Competition and Markets Authority ('CMA') the power to designate undertakings as having strategic market status ('SMS') in respect of a digital activity and to impose conduct requirements on designated undertakings. It remains to be seen whether Match Group, arguably a dating service goliath, will be designated by the CMA as having SMS.

Notably, dating service providers should not make claims or promises about their services that they do not offer or cannot substantiate, as they could be in breach of their duties under the DMCCA. For example, dating service providers whose revenues almost exclusively derive from subscription fees should consider very carefully how they advertise their services, to avoid misleading consumers about the purpose of the relevant application or applications, as well as the outcome they can expect to achieve. For example, claims that an application has been specifically 'designed to be deleted', or statements that the aim of the dating service provider is to get people on dates and not keep them on the applications, may not align with the business models operated by the dating providers, or with the actual experience of users.

Equally, claims that the applications enable users to make genuine connections, or to meet like-minded people with similar interests could be problematic in circumstances where users are required to pay a subscription fee in order to gain exposure to the types of individuals that they actually find interesting and attractive. Where these services are effectively provided only to those who pay a fee, dating service providers should make it expressly clear that they are not available free of charge, or that there is limited availability in respect of certain functions for those who are using the free version of the applications. Furthermore, the alleged use of dark patterns or design features whose purpose is to keep users in a perpetual state of swiping could amount to an unfair commercial practice. It is further notable that information about a trader or a service (i.e. anything that is said or written to the consumer, by or on behalf of the trader, about the trader or the service) will be implied into the contract for services if the consumer takes it into account before or after entering into the contract. This could create enforceable contractual rights against the dating service provider in relation to any statements and representations the platform may have made.

Date protection legislation

Dating service providers process users' personal data by collecting, storing and using the data for the purpose of providing the relevant service. They also make decisions about how the data is processed, which means that they are data controllers for the purpose of data protection legislation. Some dating service providers use matching algorithms to predict their users' compatibility with other users – it is these algorithms that determine which profiles get shown to which users. The matching algorithms are often based on a range of factors and sometimes use machine learning to rank profiles.¹⁶ Where decisions about individuals are made solely by automated means without any human involvement, this amounts to automated-decision making, which often involves profiling. Profiling is defined in Article 4 (4) UK GDPR as *'any form of automated processing of personal data consisting of the use of personal data to evaluate certain personal aspects relating to a natural person, in particular to analyse or predict aspects concerning that natural person's performance at work, economic situation, health, personal preferences, interests, reliability, behaviour, location or movements.'*

The use of machine learning carries certain risks, as AI systems learn from data which could be unbalanced, or reflect discrimination and bias. Dating service providers who use profiling to determine compatibility must ensure that the process is lawful, fair and transparent (article 5 (1) (a) UK GDPR). This means that at the very least, they need to provide data subjects with sufficient information about the manner in which their personal data is being processed, and *how* matching decisions are made, including whether there is a difference in the decision-making process in relation to paying and non-paying subscribers, as well as which aspects of the decision-making are fully automated, and which include human intervention, if any. In other words, who makes the decisions, how are they made, and what does my money get me?

Users have a right to understand how decisions are made by the data controller – this also enables the data controller to obtain informed consent in relation to the processing, especially where the service provider is relying on consent as a lawful basis. Even where a dating service provider is relying on an alternative lawful basis to justify the processing, such as legitimate interests or contractual necessity, this does not obviate the need to comply with

¹⁶ For example, Bumble use algorithms and machine learning to maximise the chance of users to find the most compatible matches, according to their privacy policy, which is accessible [here](#). Hinge also uses automated decision making and profiling, as per its policy which is accessible [here](#).

the obligations under article 5 (1) (a) UK GDPR. Dating service providers must also ensure that users can easily request human intervention or challenge the decision to be shown certain kinds of profiles over others, with a view to eliminating or at least reducing the negative impact of imperfect algorithms.

Finally, many find the ‘swipe culture’ that pervades modern dating highly toxic. The frequent use of dating applications has been associated with a negative mental health impact, including anxiety, body image issues and low self-esteem, caused by the high prevalence of rejection including ‘ghosting’, as well as perceived partner availability which may not align with reality, and the high incidence of sexual assault.¹⁷ Many believe this can have a negative impact on data subjects’ mental health in the same way that a gambling addiction can. Where a direct causative link can be established between any breaches of data protection legislation and a demonstrable deterioration of a user’s mental health, this could theoretically give rise to actionable claims under Article 82 UK GDPR, which enables data subjects to claim compensation for breaches that have caused material or non-material damage, the latter of which includes distress.

¹⁷ *‘Dating apps and their relationship with body image, mental health and wellbeing: A systematic review’*, Zac Bowman, Murray Drummond, Julia Church, James Kay , Jasmine M. Petersen, *Computers in Human Behavior*, Volume 165, April 2025, accessible [here](#).

Conclusion

Some argue that consumerism has hijacked modern dating, and that this has led to a crisis. Many users find themselves stuck in a perpetual cycle of swiping, which arguably has a detrimental impact on their mental health. The exponential growth of dating applications means that dating service providers are now some of the largest digital players on the market, and their market influence is undisputed. In addition, online dating companies are data controllers within the meaning of the UK GDPR, which means that they process users' personal data and make decisions about their intimate relationships with others, which can have a huge impact on their quality of life. Online dating companies are under a host of legal and regulatory obligations, some of which have been explored in this article, and must ensure that their practices comply with the relevant legal and regulatory requirements. In the light of this, it may be time for some of these companies to reconsider their practices or face the risk of potential legal or regulatory action in the near future.

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Mariya Peykova

Barrister

3PB

0330 332 2633

Mariya.peykova@3pb.co.uk