

Risk Factors Comparison 2024-03-11 to 2023-03-17 Form: 10-K

Legend: **New Text** ~~Removed Text~~ Unchanged Text **Moved Text** Section

Investing in our securities involves a high degree of risk. Before you make a decision to buy our securities, in addition to the risks and uncertainties discussed above under “Special Note Regarding Forward- Looking Statements,” you should carefully consider the risks and uncertainties described below together with all of the other information contained in this Annual Report on Form 10- K, including our financial statements and related notes appearing at the end of this Annual Report on Form 10- K and in the section titled “Management’ s Discussion and Analysis of Financial Condition and Results of Operations,” before deciding to invest in our securities. If any of the events or developments described below were to occur, our business, prospects, operating results, and financial condition could suffer materially, the trading price of our securities could decline, and you could lose all or part of your investment. The risks and uncertainties described below are not the only ones we face. Additional risks and uncertainties not presently known to us or that we currently believe to be immaterial may also adversely affect our business.

Risks Related to our Brand, Products and Services, and Operations Our business **can be impacted by** ~~depends on the strength and~~ market perception of the Grindr brand ~~and~~; if events occur that damage our reputation and brand, our ability to **maintain** ~~and~~ expand our base of users may be impaired, and our business could be materially and adversely affected. We believe that our brand has significantly contributed to the success of our business. Our business and financial performance are **impacted by** ~~highly dependent on~~ the strength and market perception of our brand. We have achieved significant organic growth mainly through word- of- mouth referrals to our platform, without relying on traditional advertising for user acquisition, and therefore we believe it is critical to ensure that our users remain favorably inclined toward the Grindr brand. In addition, we believe that maintaining and **enhancing evolving** our brand ~~is will be~~ critical to expanding our user base, **and growing our** advertising relationships, ~~and other partnerships~~. ~~Our Maintaining and enhancing our brand will depend~~ **depends** on an array of factors, including our ability to continue to provide useful, fun, reliable, trustworthy, and innovative products and services, which we may not ~~do successfully~~ **resonate with** ~~or our users~~ as successfully as we ~~hope expect~~. Our **new** products and services may not always appeal to our users, which may negatively affect our brand and our ability to ~~retain existing~~ **attract new** users, **or** upgrade users to paid accounts ~~or add new users~~. See “ — If we fail to retain existing users or add new users, or if our users decrease their level of engagement with our products and services or do not convert to Paying Users, our revenue, financial results, ~~and~~ business may be significantly harmed. ” In addition, the actions of our advertisers or partners may negatively affect our brand if users have a negative impression of such brands or do not have a positive experience using third- party products or services that are integrated into our platform. See “ — The distribution **of**, marketing of, and access to our products and services ~~depends~~ **depend**, in large part, on third- party platforms and mobile application stores, among other third- party providers. If these third parties limit, prohibit, **or** fail to operate, or otherwise interfere with the distribution or use of our products ~~and or~~ services in any material way, it could **materially and** adversely affect our business, financial condition, and results of operations. ” Moreover, illicit or inappropriate conduct by users, advertisers, partners, or bad actors may adversely affect our brand, particularly if we fail to respond expeditiously to objectionable content **or misconduct** on our platform or otherwise to address user concerns. See “ — Inappropriate actions by ~~certain of~~ our users could be attributed to us and damage our brand or reputation, or subject us to regulatory inquiries, legal action, or other liabilities, which, in turn, could materially adversely affect our business. ” We have also experienced, and expect to continue to experience, **significant** media, legislative, and regulatory scrutiny, as well as legal action and regulatory investigations, **in each case, in the U. S. and abroad**, regarding user privacy and data protection, interactions between users, and other issues. **For example, which over the last few years, we have received and responded to inquiries from the Spanish Data Protection Authority, the Slovenian Data Protection Authority, and the Austrian Data Protection Authority, and other non- EU data protection authorities, including the Norwegian Data Protection Authority and the UK Information Commissioner’ s Office (“ ICO ”), and various U. S. regulators. See “ — The varying and rapidly evolving regulatory framework on privacy and data protection, including across jurisdictions and other obligations, could result in claims, changes to our business practices, monetary penalties, increased cost of operations, or declines in user growth or engagement, or otherwise harm our business. ” These and other inquiries may** have harmed our reputation and brand and may seriously harm our reputation and brand in the future. See “ — Unfavorable media coverage could materially and adversely affect our business, brand, or reputation. ” If events occur that damage our reputation or brand, our business, financial condition, and results of operations could be materially and adversely affected. Changes to our existing products and services, or the development and introduction of new products and services, could fail to attract or retain users or generate revenue and profits. Our ability to retain, expand, monetize, **and engage** our user base, and to increase our revenue, ~~depends heavily on~~ **is correlated to** our ability to keep pace with user ~~demands~~ **expectations** and technological changes in the industry by, among other things, continuing to evolve our existing products and services and developing successful new products and services. We operate in an industry characterized by rapidly changing technologies in response to evolving industry standards, frequent new product and service announcements and enhancements, and changing user demands, and our competitors in the online social networking industry are constantly developing new technologies and products and services. Our performance will therefore ~~depend on~~ **be impacted by** our ability to adapt in response to this environment by, among other things, continuing to improve the speed, performance, features, ease of use, and reliability of our products and services, in response to evolving user demands and competitive dynamics. Any failure to keep pace with rapid technological changes could cause us to lose **or fail to increase** market share and thus have a material adverse effect on our business, financial condition, and results of ~~operation~~ **operations**. In addition, our ability to retain, expand, monetize and engage our user base, and

to increase our revenue, depends on our ability to continue to improve our existing products and services and to develop and introduce successful new products and services ~~both independently and together with third parties~~. We may introduce significant changes to our existing products and services or develop and introduce new or unproven products and services, including using technologies with which we have little or no prior development or operating experience. While we believe we can further improve our monetization capabilities by diversifying our subscription offerings, introducing more ~~stand-alone a la carte premium functions offerings~~, and further optimizing our advertising offerings, these efforts may not ultimately be successful or translate into meaningful additional revenue. If we do not continue to innovate and provide attractive products and services to our users, or if we fail to consistently tailor our products and services to accommodate our users' changing demands, we may not be able to retain ~~or grow~~ a large and active user base or to generate sufficient revenue, operating margin, or other value, to justify our investments, any of which may materially adversely affect our business. We have also invested in ~~and expect to continue to invest in new products and services and other initiatives~~, which may involve unproven products, services, and technologies, to generate revenue. We regularly update our Grindr mobile application (the "Grindr App") to introduce new features and improve our Grindr App ~~mobile application~~'s performance. However, there is no guarantee that our investment in new products and services, new features, and other initiatives will succeed or generate revenue or other benefits for us. New products, services, and features may provide temporary increases in engagement that may ultimately fail to attract and retain users such that they may not produce the long-term benefits that we expect. We may also introduce new products, services, features ~~or~~, terms of service ~~,~~ or policies ~~;~~ and seek to find new, effective ways to show our community new and existing products ~~,~~ and services and alert them to events and opportunities to connect, that our users do not like, which may negatively affect our brand. If our new or enhanced brand, products and services or product extensions fail to engage users ~~,~~ ~~marketers,~~ or ~~developers~~ ~~marketing partners~~, or if our business plans are unsuccessful, we may fail to attract or retain users or to generate sufficient revenue, operating margin, or other value to justify our investments, any of which may materially adversely affect our business. The size of our user base and our users' ~~2~~ level of engagement are critical to our success. Our financial performance has been and will continue to be significantly determined by our success in adding ~~,~~ and retaining ~~,~~ and engaging users of our products and services and converting users into paying subscribers or ~~a la carte premium add-on~~ payers. We expect that the size of our user base will fluctuate or decline in one or more markets from time to time. **If Any decrease in user retention, growth, or engagement could render our products and services less attractive to users, which is likely to have a material and adverse impact on our revenue, business, financial condition, and results of operations. Furthermore, if** our user growth rate slows down, our business performance will become increasingly dependent on our ability to retain existing users and enhance user engagement on our platform in current and new markets. ~~In addition, although~~ **Although** we have primarily grown our user base organically, attracting and retaining additional users for our products and services may require ~~increasingly large~~ sales and marketing expenditures **in the future**. If our platform ceases to be one of the most frequently used social networking applications for LGBTQ individuals, or if people do not perceive our products and services to be useful, reliable, and / or trustworthy, we may not be able to attract or retain users ~~,~~ or otherwise maintain ~~or increase the frequency, duration, and depth of their~~ **level of** engagement. Several other online social networking ~~companies~~ **platforms** that achieved early popularity have since experienced slower growth or declines in their user bases or levels of engagement. We may experience a similar erosion of our user base or engagement levels, particularly as we achieve higher market penetration rates ~~,~~ **From time to time, certain of the below-listed factors have negatively affected our** ~~User-user growth,~~ **engagement can be difficult to measure,** particularly as we introduce new and different products and services **retention to varying degrees**. Any number of factors can negatively affect user **growth, engagement, and** retention ~~,~~ ~~growth, and engagement~~, including if:

- users increasingly engage with competing products or services;
- user behavior on any of our products and services change, including decreases in the quality of the user base and frequency of use of our products and services;
- our competitors mimic our products and services or penetrate our markets (or markets we would like to enter) and therefore harm our user retention, engagement, and growth;
- users have difficulty installing, updating, or otherwise accessing our products and services on mobile devices because of actions by us or third parties that we rely on to distribute our products and services;
- we fail to introduce new and improved products and services that appeal to our users, or if we make changes to existing products and services that do not appeal to our users;
- we are unable to continue to develop products and services that work with a variety of mobile operating systems, networks, and smartphones;
- users are no longer willing to pay for premium (fee-based) subscriptions or premium add-ons;
- we are unable to successfully balance our efforts to provide a compelling user experience with the decisions we make with respect to the frequency, prominence, and size of advertisements and other commercial content that we display on our platform;
- we fail to protect our brand image or reputation;
- we experience decreases in user sentiment related to the quality of our products and services, or based upon concerns related to data privacy and the sharing of user data, safety, security, or well-being, among other factors;
- we, or other companies in the industry, are the subject of adverse media reports or other negative publicity, including because of our data practices or other companies' data practices;
- we fail to keep pace with evolving online, market, and industry trends (including the introduction of new and enhanced digital services);
- initiatives designed to attract and retain users and engagement are unsuccessful or discontinued;
- we adopt terms, policies, or procedures concerning user data or advertising, among other areas, that are perceived negatively by our users or the general public;
- we are unable to combat inappropriate or abusive use of our platform;
- we fail to address user or regulatory concerns related to privacy, data security, personal safety, or other factors;
- we are unable to manage and prioritize information to ensure users are presented with content that is interesting, useful and relevant to them;
- we fail to provide adequate customer service to users, advertisers, or other ~~partners~~;
- technical or other problems prevent us from delivering our products and services in a rapid and reliable manner or otherwise affect the user experience;
- **we fail to address user or regulatory concerns related to privacy, data** such as security breaches, **personal safety**, distributed denial-of-service attacks or **other factors** failure to prevent or limit spam or similar content;
- our current or future products and services reduce user activity on Grindr by making it easier for our users to

interact and share on third-party **platforms** websites; • third-party initiatives that may enable greater use of our products and services, including low cost or discounted data plans, are discontinued; • there is decreased engagement with our products and services because of changes in prevailing social, cultural, or political preferences in the markets in which we operate; and • there are changes mandated by legislation, regulations, or **other** government actions. From time to time, certain of these factors have negatively affected our user retention, growth, and engagement to varying degrees. If we are unable to maintain or increase our user base and user engagement, our revenue and financial results may be materially adversely affected. In addition, we may not experience rapid user growth or engagement in countries where, even though mobile device penetration is high, due to the lack of sufficient cellular based data networks, consumers rely heavily on Wi-Fi and may not access our products and services regularly throughout the day. Any decrease in user retention, growth, or engagement could render our products and services less attractive to users, which is likely to have a material and adverse impact on our revenue, business, financial condition, and results of operations. If our user growth rate slows or declines, we will become increasingly dependent on our ability to maintain or increase levels of user engagement and monetization to drive revenue growth. Our platform allows users to freely connect and communicate with other users. **However**, Our platform may be misused by individuals or groups **may** of individuals to engage in illicit or otherwise inappropriate activities, which may adversely affect the public perception of our brand and our ability to retain existing users or add new users. Our content moderation team frequently detects and addresses user actions that violate our Terms and Conditions of Service, Communities Guidelines, or other policies applicable to our platform, which prohibit, among other things, any form of harassment, hate speech, violence of any kind, and other offensive content; profile pictures with nudity, pornography, or drugs; impersonation of another person; **activities related to minor-minors activity on the platform** (including uploading images depicting minors or communicating with another user believed to be a minor); and illegal actions such as the advertising of sexual services or drugs. With a combination of human moderation and automated tooling, **our teams endeavor to detect and address violations are frequently, and we continue to endeavor to efficiently detected-- detect and addressed-- address by our these issues in the future. We have established systems and processes, including a content moderation team, and we expect to continue to endeavor to detect and address these issues in the future. While we have systems and processes in place that aim to monitor and review the appropriateness of the content generated on our platform, including our content moderation team, automated tools, and in- App app reporting features , that allow users to report monitor and review content on our platform. These measures aim to ensure compliance with our policies against** illicit or otherwise inappropriate activity to us, and have adopted policies regarding the illicit or otherwise inappropriate use of our products and services. **Despite these efforts, our there have been instances in the past, and there could be in the future, occurrences, where** users have in the past, and could in the future, nonetheless engage in activities on our platform that violate our policies or the **law-laws on our platform**. These **Our** safeguards may not be sufficient to ensure the safety of our users and this may harm our reputation and brand, especially if any instances of illicit or otherwise inappropriate conduct become well-publicized, as has occurred in the past. In addition, while our policies attempt to address the illicit or otherwise inappropriate use of our products and services, and we publish and make available resources that provide users with information designed to help protect users' digital security, personal safety (both on, and off, our Grindr **App-platform**), and self-care, we do not control what happens if our users decide to meet in person after connecting on our platform. Our platform allows users to freely connect and communicate with other users in the same geographic area or in the other geographic areas around the world through the "Explore" and "Teleport" **feature-features**. Users of our products and services have been, and may in the future be, physically, financially, emotionally, or otherwise harmed by other individuals that they have met or may meet through the use of our products and services. For example, we have in the past received, and could in the future receive, complaints about users being assaulted or subjected to other forms of illicit conduct after meeting other users in person through our products and services. When one or more of our users suffers or alleges to have suffered any harm either on our platform or in person after meeting another user on our platform, we have in the past, and could in the future, experience legal action, regulatory investigations, or negative publicity that could damage our brand and reputation. See **For example, the Fight Online Sex Trafficking Act of 2017 ("FOSTA — Risks Related to Regulation and Litigation — We are subject to litigation, regulatory and other government investigations, enforcement actions, and settlements, and adverse outcomes in such proceedings could have a materially adverse effect on our business, financial condition, and results of operation."**), **provides potential civil remedies for certain victims of online sex trafficking crimes.** Similar events with respect to users of our competitors' products and services could result in negative publicity for the overall social networking industry, or **the-for LGBTQ - focused** social networking **industry-platform** more specifically, which could in turn negatively affect our business, financial condition, and results of **operation-operations**. See "—Unfavorable media coverage could materially and adversely affect our business, brand, or reputation."—We receive a high degree of media **coverage-attention** around the world, partly due to the social and cultural **sensitivity-sensitivities** associated with the unique demographic group that we serve, all of which has affected, and could in the future affect, the reputation and market perception of our brand. Regardless of its accuracy or authenticity, negative publicity concerning us, including media coverage regarding the actions of our users on or off our platform, our Terms and Conditions of Service or privacy practices, the quality or safety of our products and services, the actions of our advertisers or other partners, litigation or regulatory activity, and / or the actions of other companies that provide similar services to us, could materially and adversely affect our brand, which could, in turn, materially and adversely affect the size, engagement, and loyalty of our user base, as well as; **our ability to attract and retain talent; and** the number and quality of advertisers that choose to advertise on our platform. For example, since at least 2016, multiple news outlets and research groups have identified ways to allegedly determine the precise geolocation of users of Grindr and similar services. Although **we do not always use the full precision of the user's location, and** our users have the choice not to display their relative location in the Grindr cascade, trilateration (**i. e.**, the process of estimating a user's location by combining the distance measurement from three points surrounding a user), is a common risk in location-based apps and could be perceived as a threat to users' location privacy in

some jurisdictions. These risks have led to multiple regulatory inquiries. See “Risks Related to Regulation and Litigation — The varying and rapidly evolving regulatory framework on privacy and data protection across jurisdictions could result in claims, changes to our business practices, monetary penalties, increased cost of operations, or declines in user growth or engagement, or otherwise harm our business.” Additionally, in 2018, negative media reports raised concerns, leading to multiple regulatory inquiries, regarding our sharing of user-provided HIV status with service providers that we engaged to perform analytics services to help us improve the user experience. Although our users had consented to sharing their profile data with service providers, we had contractual protections limiting service provider use of user data, and the user data was shared in compliance with those contractual obligations and with applicable law, in response to the media reports and investigations, we discontinued sharing user-provided HIV status information with these service providers, among other measures. This unfavorable media coverage created negative sentiment regarding our brand and our privacy practices among our current and potential user base, advertisers, platform partners, and other stakeholders as well as the general public, some of which continues to this day. See “Risks Related to Regulation and Litigation — The varying and rapidly evolving regulatory framework on privacy and data protection across jurisdictions could result in claims, changes to our business practices, monetary penalties, increased cost of operations, or declines in user growth or engagement, or otherwise harm our business.” Furthermore, in 2021, a religious blog claimed to have used a “commercially available” data set which contains “signal” data which allegedly included Grindr’s “data,” among other unidentified sources, to reveal that a Catholic priest had utilized Grindr’s app, resulting in that priest resigning his position. Although in response to the blog we took steps to clarify our data practices (and to inquire into the potential data sources relied on by the blog), the blog may have created negative sentiment regarding our brand and our privacy practices, regardless of the accuracy or authenticity of the blog. We cannot assure you that we will be able to defuse negative publicity about us and / or our services to the satisfaction of our users, advertisers, platform partners, and other stakeholders. If we fail to protect our brand or reputation, given our reliance on the strength of our brand and organic growth, we may experience material adverse effects to the size, demographics, engagement, and loyalty of our user base, resulting in decreased revenue, fewer Grindr App **mobile application** installs (or increased Grindr App **mobile application** uninstalls), fewer conversions to premium subscription versions of our Grindr App **platform**, or slower user growth rates, among other negative effects. Negative publicity, especially when it is directly addressed against us, may also require us to engage in **defensive** media campaigns which, in turn, may **cause** **require** us to increase our marketing expenses and divert our management’s attention and may adversely impact our business and results of operations. If events occur that damage our brand and reputation and we fail to respond promptly or if we incur excessive expenses in these types of efforts, our business, financial condition and results of operations could be materially and adversely affected. See “Our business depends on the strength and market perception of the Grindr brand. If events occur that damage our reputation and brand, our ability to expand our base of users may be impaired, and our business could be materially adversely affected.” The online social networking industry in which we operate is highly competitive, and if we cannot compete effectively our business will suffer. The online social networking industry is highly competitive, with a consistent stream of new products and services and entrants. We compete primarily with other global **companies** **platforms** that provide dating and networking products and services that have LGBTQ users, such as Tinder and OKCupid **Bumble**, and regional companies that provide **as well as non-** dating **specific social networking platforms such as Facebook; and LGBTQ- focused providers of casual dating, dating,** and networking products and services for LGBTQ users, such as Scruff, Sniffies, and PlanetRomeo. Some of our competitors may enjoy better competitive positions in certain geographical regions, user demographics, or other key areas that we currently serve or may serve in the future. These advantages could enable these competitors to offer products and services that are more appealing to users and potential users than our products and services, or to respond more quickly and / or cost- effectively than us to new or changing opportunities. In addition, to the extent that some of our competitors were first movers in particular geographic regions, their positions in those regions could create barriers to our entry. **Potential competitors include larger companies that could devote greater resources to the promotion or marketing of their products and services, take advantage of acquisition or other opportunities more readily than we do or develop and expand their products and services more quickly than we do. Potential competitors also include established social media companies, which may develop products and services, features, or services that compete with ours, and which may have easier access to new markets or potential users than we do.** In addition, within the social networking industry more generally, costs for users to switch between products and services are low, and users have a propensity to try new approaches to connecting with other people and to use multiple products and services at the same time. As a result, new products and services, entrants, and business models are likely to continue to emerge. It is possible that a new product could gain rapid scale at the expense of existing brands through harnessing a new technology or distribution channel, or a new or existing distribution channel, creating a new approach to connecting people or some other means. **Potential competitors include larger companies that could devote greater resources to the promotion or marketing of their products and services, take advantage of acquisition or other opportunities more readily than we do, or develop and expand their products and services more quickly than we do. Potential competitors also include established social media companies, which may develop products and services, features, or services that compete with ours, and which may have easier access to new markets or potential users than we do.** For example, Facebook recently launched Facebook Dating in North America, Europe, and other markets around the globe. Facebook and similar competitors could gain competitive advantages over Grindr through, for example, their access to existing large pools of potential users and preexisting information about those potential users and / or their strong or dominant positions in one or more markets, or by offering different product features or products and services at low or no cost to users. Our competitors may **also** develop **new** products and services, features, or services similar to ours or that achieve greater market acceptance than our products **and, features, or services ; ; features, or services,** they may undertake more far- reaching and successful product development efforts or marketing campaigns than we do **; ;** or they may adopt more aggressive pricing policies **different go- to- market strategies** than we do.

Any of these efforts, if successful, may enable our competitors to acquire and engage users at the expense of our user growth or engagement, which may have a material adverse effect on our business, financial condition, and results of operation. See “— If we fail to retain existing users or add new users, or if our users decrease their level of engagement with our products and services or do not convert to Paying Users, our revenue, financial results, and business may be significantly harmed.” Moreover, in emerging international markets, where mobile devices often lack large storage capabilities, among other technical limitations, we may compete with other applications for the limited space available on a user’s mobile device. We also face competition from traditional and online media businesses for brands’ advertising budgets. As we introduce new products and services, as our existing products and services evolve, or as other companies introduce new products and services, we may become subject to additional competition in . In addition, we believe that our ability to compete effectively depends upon many factors both within and beyond our control, including: • the usefulness, ease of use, performance, and reliability of our products and services compared to our competitors; • the size and demographics of our user base; • the scale, growth, and engagement of our users with our products and services relative to those of the market of our competitors; • our ability to acquire efficiently new users for our products and services; • the timing and market acceptance of our products and services; • our ability to introduce new, and improve on existing, features, products and services, and services in response to competition, user sentiment or requirements, online, market, social, and industry trends, the ever-evolving technological landscape, and the ever-changing regulatory landscape (in particular, as it relates to the regulation of online social networking platforms); • our ability to continue monetizing our products and services; • the frequency, size, and relative prominence of the ads and other commercial content displayed by us or our competitors; • our customer service and support efforts; • the reputation of our brand for trust and safety and privacy and data protection, among other things; • adverse media reports or other negative publicity; • the effectiveness of our advertising spend and sales teams; • continued growth in internet access and smartphone adoption in certain regions of the world, particularly emerging markets; • changes mandated by legislation, regulatory authorities, or litigation, including settlements and consent decrees, some of which may have a disproportionate effect on us; • acquisitions or consolidations within our industry, which may result in more formidable competitors; • our ability to attract, retain, and motivate talented employees, particularly software engineers; • our ability to protect our intellectual property, including against our competitors’ possible attempts to mimic or copy aspects of our Grindr App; • our ability to cost-effectively manage and grow our operations; and • our ability to maintain the value and reputation of our brand relative to our competitors. If we are not able to effectively compete against our current or future competitors and products and services that may emerge, our user base and level of user engagement may decrease, which could have a material adverse effect on our business, financial condition, and results of operations. We may pursue acquisition opportunities to continue the growth have grown rapidly in recent years and certain members of our business; however, we may not be successful in pursuing our or management team have joined us recently completing future acquisitions or integrating future acquisitions in a way that fully realizes their expected benefits to our business. If As part of our growth strategy, we may wish to acquire other companies that expand our user base, enter new product categories, or obtain other competitive advantages. However, we may not be able to identify future acquisition candidates or strategic partners that are unable suitable to manage our business, obtain financing on satisfactory terms to complete such acquisitions, our or growth effectively we may be subject to antitrust scrutiny for any such potential acquisitions. Acquisitions include a number of risks, including our ability to project brand and evaluate market, company culture, and financial performance may suffer. Since launching our platform in 2009, we have experienced rapid growth and demand for our services. We have expanded our operations rapidly worldwide, realize potential synergies and cost savings certain members of our management team have joined us recently. As we grow, our business becomes increasingly complex and the process of implementing operations at scale takes time. We have increased our employee headcount, and we expect our headcount growth to continue for the foreseeable future. To effectively manage and capitalize on our growth, we must continue to expand our sales and marketing, focus on innovative product and content development, and upgrade our information systems and other processes, among other changes. Our continued growth could strain our existing resources, and we could experience ongoing operating difficulties in managing our business across numerous jurisdictions, including difficulties in hiring, training, and managing a diverse, remote-first, and growing employee base. We expect to continue to make investments to maintain and improve the capacity, capability and reliability of our infrastructure. To the extent that we do not effectively address capacity constraints as we grow and continually develop our technology and infrastructure to accommodate actual and anticipated changes in technology, our business and results of operations may be negatively affected. Failure to scale and preserve our company culture with growth could harm our future success, including our ability to retain and recruit personnel and to focus on and pursue our corporate objectives effectively. If our management team does not effectively manage our growth, we may experience erosion to our brand, the quality of our products and services may suffer, and our company culture may be harmed. Moreover, we have been, and may in the future be, subject to legacy claims or liabilities arising from policies, systems, and / or controls in earlier periods of our rapid development. The rapidly evolving nature of the markets in which we operate creates substantial uncertainty concerning how these markets may develop, and reduce our ability to accurately accurate forecast quarterly or annual revenue and future growth. Failure to manage our future growth effectively could have a material adverse effect on our business, financial condition, and operating results. Our quarterly operating results and other operating metrics may fluctuate from quarter to quarter, which makes these metrics difficult to predict. Our quarterly operating results and other operating metrics have fluctuated in the past and may continue to fluctuate from quarter to quarter, which makes them difficult to predict. Our financial condition and operating results in any given quarter can be influenced by numerous factors, many of which we cannot predict or are outside of our control, including: • fluctuations in the rate at which we retain existing users and attracts new users, the level of engagement by our users, or our ability to convert users from the free version of the platform to premium (fee-based) subscriptions; • our development, improvement, and introduction of new products and services, services, technology, and features, and the enhancement of existing products and services, services,

technologies, and features; • successful expansion into international markets, particularly in emerging markets; • errors in our forecasting of user demand; • increases in engineering, product development, marketing, or other operating expenses that we may incur to grow and expand operations and to remain competitive; • changes in our relationship with Apple, Google, or other third parties; • announcements by competitors of significant new products and services, services, licenses, or acquisitions; • the diversification and growth of our revenue sources; • our ability to maintain gross margins and operating margins; • fluctuations in currency exchange rates and changes in the proportion of our revenue and expenses denominated in foreign currencies; • changes in our effective tax rate; • changes in accounting estimates standards, policies, guidance, interpretations, or principles; • the continued development and upgrading of our technology platform; • our ability to effectively prevent and remediate system failures or breaches of security or privacy; • our ability to obtain, maintain, protect and enforce intellectual property rights and successfully defend against claims of infringement, misappropriation, or other violations of third-party intellectual property; • adverse litigation judgments, settlements, or other litigation-related costs; • changes in the legislative or regulatory environment, including with respect to privacy, intellectual property, consumer product safety, and advertising, or enforcement by government regulators, including fines, orders, or consent decrees; and • changes in business or macroeconomic conditions, including the impact of the current COVID-19 outbreak, inflation, lower consumer confidence in our business or in the social networking industry generally, recessionary conditions, increased unemployment rates, stagnant or declining wages, political unrest, armed conflicts, natural disasters, as well as **diversion of management attention. Uncertainties exist in assessing the value, risks, profitability, and liabilities associated with certain companies or assets, negotiating acceptable terms, obtaining financial financing market on acceptable terms, and receiving any necessary regulatory approvals** Further, our instability-- **inability to successfully integrate future acquisitions within the intended time frames or at all could impede us from realizing all of the benefits of those acquisitions and could severely weaken or our disruptions to business operations. Even if the operations banking system due to bank failures, particularly in light of an acquisition are integrated successfully, we may not realize the recent events full benefits of the acquisition, including the synergies, cost savings or growth opportunities that have occurred we expect. In connection with respect proposed or implemented acquisitions or similar transactions, we may become subject to Silicon Valley Bank ("SVB") scrutiny by various government agencies regarding antitrust and competition laws and regulations in the U. S. and internationally. The Company has in the past been, and may in the future be, subject to allegations that our actions violate competition laws or otherwise constitute unfair competition in the U. S. or other jurisdictions in which we operate** . Any claims one of the factors above or the cumulative effect of some of the factors above may result in significant fluctuations in our- or results of operations. The variability and unpredictability of investigations, even if without merit, may be costly to defend our- or quarterly operating results or other operating metrics respond to, involve negative publicity, and cause substantial diversion of management' s time and effort, and could result in our failure to fully meet reputational harm, significant judgments, fines and the other remedial actions against expectations or those of analysts that could cover us or investors with respect to revenue or other operating results for a particular period. If we fail to meet or exceed such expectations, require the market price of the stock could fall substantially, and we could face costly lawsuits, including securities class action suits. The distribution, marketing of, and access to our products and services depend, in large part, on third-party platforms and mobile application stores, among other third-party providers. If these third parties limit, prohibit, or fail to operate, or otherwise interfere with the distribution or use- us to change of our products or services in any material way, it could materially and adversely affect our business practices , make product or financial condition, and results of operations operational changes, or delay or preclude planned transactions, product launches or improvements . We market and distribute our products and services primarily through the Apple App Store and Google Play Store. We are subject to the standard terms, conditions, and guidelines of these platforms for App-app developers, which govern the promotion and distribution of our products and services on their respective platforms, and our ability to market the Grindr brand on any given property or channel is subject-subjected to the policies of the relevant third party. In addition, there is no guarantee that these popular mobile platforms will continue to feature or make available our products, or that we will be able to comply with the standard terms, conditions, and guidelines of these platforms, such that our products and services continue to be available through these platforms. Apple App Store and Google Play Store have and may continue to impose access restrictions for users in Russia and other geopolitical regions in relation to the conflict between Russia and Ukraine or other events that are beyond Grindr' s control, such as terrorism, public health crises, or political unrest, which could result in the inability to access and use our products and services and other negative experiences for our users and, in turn, harm our user reputation and adversely affect our business. In addition, there is no guarantee that users will continue to use our products and services rather than competing products and services. We also depend on the interoperability of our products and services with popular mobile operating systems, networks, technologies, products and services, and standards that we do not control, such as the iOS and Android operating systems. Any changes, bugs, or technical issues in these systems, or changes in our relationships with third -party product or service providers such as our mobile operating system partners, handset manufacturers, or mobile carriers, or changes in their agreements, terms of service or policies that degrade our products and services' functionality, reduce or eliminate our ability to update or distribute our products and services, give preferential treatment to competitive products and services, limit our ability to deliver, target, or measure the effectiveness of ads, or charge fees related to the distribution of our products and services or our delivery of ads, could impact the usage of our products and services on mobile devices and have a material adverse effect on our business, financial condition, and results of operations. For example, starting with iOS version 14, Apple has required App developers to ask users for their permission to track them or to access their device' s advertising identifier (known as the IDFA). Tracking refers to the act of linking user or device data collected from one App with user or device data collected from other companies' Apps, websites, or offline properties for targeted advertising (e. g., personalized ads) or advertising measurement purposes. A low opt- in rate to grant IDFA by iOS App users will, and may continue to, significantly limit the ability of advertisers to accurately target and measure their advertising

campaigns at the user level and App developers may experience increased cost per registration. In addition, certain marketing channels have, from time to time, limited or prohibited advertisements for similar products and services, including because of poor behavior by other industry participants. There is no assurance that we will not be limited or prohibited from using certain current or prospective marketing channels or providing certain features in the future. Further, many users historically registered - register for (and logged into) our Grindr App platform exclusively through their Apple IDs, Google usernames, or Facebook profiles. While we have alternate authentication methods that allow users to register for (and log into) our Grindr App platform using an email address or their mobile phone numbers, there can be no assurances that users will use these other methods. Apple, Google, and Facebook have broad discretion to change their terms and conditions in ways that could limit, eliminate, or otherwise interfere with our ability to use Apple IDs, Google usernames, or Facebook profiles as a registration method or to allow these entities to use such data to gain a competitive advantage. If Apple, Google, or Facebook did so made such changes, our business, financial condition, and results of operations could be materially adversely affected. Additionally, if security on Apple, Google, or Facebook is compromised, if our users are locked out from their accounts, or if Apple, Google, or Facebook experiences an outage, our users may be unable to access our products and services. If our ability to distribute our products and services to our users is impaired, even if for a temporary period, user growth and engagement on with our service could be materially adversely affected, even if for a temporary period. Any of these events could materially adversely affect our business, financial condition, and results of operations. Privacy concerns - Concerns relating to our products and services and the use of user information could negatively impact our user base or user engagement, which could have a material and adverse effect on our business, financial condition, and results of operations. We collect and process user profile profiles, precise user location locations, and other personal data from our users to provide them with our products and services and to better facilitate connections among our users. As discussed above, despite the increased level of social acceptance of the LGBTQ community, identification as LGBTQ remains stigmatized, marginalized, and deemed illegal in certain parts of the world. Grindr embraces all sexual orientations and gender identities, including those who identify expressly as straight, gay, bi (i. e., those open to multiple genders like pansexual, polysexual, queer, fluid, and flexible), transsexual, lesbian, demisexual, among others. However, certain Certain of our existing and potential users may prefer not to associate with our platform publicly, not to identify themselves publicly as LGBTQ, not to have assumptions or perceptions formed about their sexual orientation or gender identity, and / or not to have their sexual orientations and gender identities known by others in the LGBTQ community. While we will endeavor to monitor adverse legal developments globally, including legislative action and restrictive regulatory interpretations related to the processing of personal data, including special categories of personal data which we collect and process, and attempt to comply with these legal developments, we may limit in the future be subject to more stringent obligations or claims under such adverse legislation or regulatory interpretations, which can materially impact our ability to provide maintain our - or increase levels of user engagement services in certain locales with restrictive data privacy regulatory frameworks. In addition, although our products and services aim to create an environment inclusive of all people (both within and outside of the LGBTQ community), our potential users may be reluctant to use our products and services out of fear of the ramifications of being associated with our platform or identified or perceived as a potential member members of the LGBTQ community. Concerns about being identified or perceived in a certain way, as well as concerns about the collection, use, disclosure, or security of personal information or data (including chat history) or other privacy-related or other matters, even if unfounded, could damage our reputation and discourage potential users from choosing our platform, all of which may adversely affect our business, financial condition, and results of operations. See “— Adverse social and political environments for the LGBTQ community in certain parts of the world, including actions by governments or other groups, could limit our geographic reach, business expansion, and user growth, any of which could materially and adversely affect our business, financial condition, and results of operation.” Any incidents where our users’ information is accessed without authorization, or is improperly used, or incidents that otherwise violate our policies or do not comply with applicable laws and best practices, could damage our reputation and diminish our competitive position. Affected users or government authorities could initiate legal or regulatory actions against us over these incidents, which could cause us to incur significant expense and liability or result in orders or consent decrees forcing us to modify our business practices. In addition, our advertising and other business partners also have varying expectations and demands with respect to data privacy and protection measures and practices, and our failure to fully meet such expectations or demands may cause our advertising or other business partners to take adverse actions, including without limitation suspension, termination, or other unexpected changes in the business relationship which may materially and adversely affect our financial condition, business outlook, or reputation. Our success depends, in part, on our ability to access, collect, and use personal data about our users and to comply with applicable privacy and data protection laws and industry best practices. See “— Risks Related to Regulation and Litigation — Our success depends, in part, on our ability to access, collect, and use personal data about our users and to comply with applicable privacy and data protection laws and industry best practices.” In addition, from time to time, we receive requests or demands for information from law enforcement agencies that seek access to our user content or other information. In some cases, these requests or demands seek information that we do not have, are not able to provide or have determined are it is not appropriate to provide due to technical limitations, privacy concerns, or retention practices. Maintaining the trust of our users is important to sustain our user growth, retention, and engagement. Concerns over the safety of our users or our privacy practices, whether actual or unfounded, could damage our reputation and brand and deter users, advertisers, and partners from using our products and services, any of which may adversely affect our business, financial condition, and results of operations. We rely primarily on the Apple App Store and Google Play Store as the channels for processing of payments. In addition, access to our products and services depends on mobile App app stores and other third parties such as data center service providers, as well as third- party payment aggregators, computer systems, internet transit providers and other communications systems and service providers. Any deterioration in our relationship with Apple, Google or other such third parties may negatively impact our business. Our products and services

mainly depend on mobile **App-app** stores and the continued services and performance of other third parties such as data center service providers, third party payment aggregators, computer systems, internet transit providers, and other communications systems and service providers. We primarily make our Grindr **App mobile application** available to users through, and therefore largely depend upon, the Apple App Store and the Google Play Store. While our Grindr **App mobile application** is generally free to download from these stores, we offer our users the opportunity to purchase subscriptions and premium add-ons. We determine the prices for these subscriptions and premium add-ons, but at this time, they are primarily processed through the in-**App-app** payment systems provided by Apple and Google. We also utilize Stripe in order to process payments related to certain legacy subscriptions. Apple and Google, as well as other third parties such as Stripe, have broad discretion to make changes to their operating systems or payment services or change the manner in which their mobile operating systems function and their respective terms and conditions applicable to the distribution of our Grindr **App mobile application**, including the amount of, and requirement to pay, certain fees associated with purchases required to be facilitated by such third parties through our Grindr **App mobile application**, and to interpret their respective terms and conditions in ways that may limit, eliminate, or otherwise interfere with our products and services, our ability to distribute our Grindr **App mobile application** through their stores, our ability to update our Grindr **App mobile application**, including to make bug fixes or other feature updates or upgrades, the features we provide, the manner in which we market our in-**App-app** products and services, our ability to access native functionality or other aspects of mobile devices, and our ability to access information about our users that they collect. To the extent such third parties ~~do so~~ **make such changes**, our business, financial condition, and results of operations could be materially adversely affected. For example, our business could suffer materially if Apple or Google, **including (or other third parties)**, ~~albeit to a lesser extent,~~ **change their standard terms and conditions, interpretations, or other policies, requirements and practices in a way that is detrimental to us or if they determine that we are in violation of their standard terms and conditions or other policies** and prohibit us from distributing our Grindr **App mobile application** on their platforms. There can be no assurance that Apple or Google, or any other **similar** third party, will not limit, delay, eliminate, or otherwise interfere with the distribution of our Grindr **App mobile application**, or that we will not be limited or prohibited from using certain current or prospective distribution or marketing channels in the future. For example, either Apple or Google could block or delay the distribution of a new version of our **platform application** or our products and services based upon alleged non-compliance with their policies concerning, **for example,** safety or, in-**App-app** content, technical performance, **privacy, data security**, or design, among other issues. In addition, Google could immediately terminate our Google Play distribution agreement if we experience a change of control, which would have a material adverse effect on our business. If **Apple or Google the aforementioned third parties** took any such actions, or if we experience a deterioration in either relationship, our business, financial condition, and results of operations could be materially adversely affected. **Apple recently announced that it would allow app developers to process payments for subscriptions and other premium add-ons outside of Apple's payment system. However, there can be no assurance that we will be successful in our effort to process payments outside of Apple's payment systems.** In addition, we **leverage** rely on a wide array of additional third parties in various other aspects of our operations, including software developers ; computing, storage, and bandwidth service providers ; suppliers of technology infrastructures ; mobile application optimization and analytics firms ; sales and marketing channels ; contract engineers ; contract content contributors ; **and** ; ~~as well as~~ **LGBTQ rights advocacy organizations around the world.** Any deterioration in our relationships with these third-party suppliers, vendors, and business partners, or any adverse change in the terms and conditions governing these relationships, could have a negative impact on our business, financial condition, and results of operations, **and there is no guarantee that we would be able to find replacement vendors on reasonable terms or at all.** Our user growth, engagement, and monetization on mobile devices depend upon effective operation with mobile operating systems, networks, and standards that we do not control. To deliver a high-quality user experience, our products and services must work well across a range of mobile operating systems, networks, technologies, mobile devices, and standards that we do not control. We may not be successful in developing relationships with key participants in the mobile industry or in developing services that operate effectively with these mobile operating systems, handset manufacturers, networks, mobile devices, mobile carriers, and standards. In addition, any future changes to mobile operating systems, networks, mobile devices, mobile carriers, or standards may impact the accessibility, speed, functionality, and other performance aspects of our products and services. These issues may, and likely will, occur in the future from time to time. If users experience issues accessing or using our products and services, particularly on their mobile devices, or if our users choose not to access or use our products and services on their mobile devices, our user growth, retention, and engagement could be harmed, and our business, financial condition, and results of operation could be adversely affected. As discussed above, we market, distribute, and make our products and services available across several mobile operating systems and devices (e. g., iOS and Android) and through a number of third-party publishers and distribution channels (e. g., the Apple App Store and Google Play Store). There can be no guarantee that popular mobile devices will continue to **feature support** our products and services, or that mobile device users will continue to use our products and services over competing products and services. In addition, if the number of platforms for which we develop our products and services increases, our costs and expenses will also increase, as will the risks of bugs, outages, or other technical issues. Moreover, our products and services require high-bandwidth data capabilities. If the costs of data usage increase, our user growth, retention, and engagement may be seriously harmed. **Adverse social and political environments for the LGBTQ community in certain parts of the world, including actions by governments or other groups, could limit our geographic reach, business expansion, and user growth, any of which could materially and adversely affect our business, financial condition, and results of operation.** While there has been substantial progress in the protection of LGBTQ rights in certain parts of the world, identification as LGBTQ remains stigmatized, marginalized, and deemed illegal in many parts of the world. We have faced and may continue to face **serious** incidents in which government authorities in certain countries use our products and services to **entrap and arrest and assault** LGBTQ individuals under charges of “promoting sexual deviancy” and “inciting

immorality,” among others. In addition, some countries, including Pakistan and the Crimean Peninsula in Ukraine, have banned our products and services and the products and services of other companies ~~in the industry~~ that provide services for and promote the LGBTQ community. Access to our Grindr App platform in other countries, such as China, Turkey, Lebanon, Indonesia, the United Arab Emirates, Saudi Arabia, and Qatar, may only be available through the use of services such as virtual private networks, or VPNs, or via home wireless networks, thereby decreasing accessibility to our products and services. Adverse social and political environments for the LGBTQ community ~~in anti-LGBTQ countries~~ could limit our geographical reach, business expansion, and user growth, any of which could materially and adversely affect our business, financial condition, and results of operation. In addition, government authorities in various countries may seek to restrict user access to our products and services, if they consider us to be in violation of their laws, a threat to public safety, or for other reasons, including if they consider the content on our products and services to be immoral or indecent. ~~If in the event that~~ content shown on our products and services is subject to censorship, access to our products and services may be restricted (in whole or in part) in one or more countries, we may be required to or elect to make changes to our operations or other restrictions may be imposed on our products and services. If our competitors ~~can are able to~~ successfully penetrate new geographic markets or capture a greater share of existing geographic markets that we cannot access or where we face other restrictions, our ability to retain, expand, and engage our user base and qualify advertisers may be adversely affected, we may not be able to maintain or grow our revenue as anticipated, and our business, financial condition, and results of operations could be materially adversely affected. Our success depends on the demographics of the community that we serve and our ability to foresee and respond to changing market and user demands. Our success depends heavily upon a variety of factors specific to the adult LGBTQ community that we serve. Changes in the population size, gender distribution, disposable income, and other demographic characteristics of the global LGBTQ community could have a significant impact on demand for our products and services and our attractiveness to advertisers who pay to reach our user base. In addition, changes in the demographic characteristics of the LGBTQ community could result in shifts in its members’ demands and preferences. The significant diversity within the adult LGBTQ global population further imposes challenges for us to successfully foresee and respond to the changing preferences and interests of this community. Should we fail to adequately foresee and respond to the demands and preferences of the markets we serve, our business, financial condition, and results of operations would be materially and adversely affected. Our growth and monetization strategies may not be successfully implemented or generate sustainable revenue and profit. To sustain our revenue growth, we must ~~effectively~~ monetize our user base ~~and expand by meeting or exceeding the their~~ monetization of expectations for our products and services ~~in order for them to choose to convert to paid subscribers~~. Our growth and monetization strategies are constantly evolving. We plan to offer our users more types of subscription packages, additional offers to encourage conversion to premium (fee-based) subscriptions, and stand-alone for-pay features, among other strategies. In addition, we intend to diversify our advertiser portfolio and strengthen the performance of our online self-service advertising system. However, these efforts might not be successful and may not justify our investment, or we may not be able to pursue them at all. We have limited and may continue to limit the user data shared with third-party advertising partners, which could have a negative effect on our ability to ~~generate~~ maximize our advertising revenue. In addition, we are continuously seeking to balance ~~the our~~ growth objectives and monetization strategies with our desire to provide an optimal user experience, and we may not be successful in achieving a balance that continues to ~~attract and~~ retain ~~and attract~~ users. If our growth and monetization strategies do not generate sustainable revenue, our business, financial condition, and results of operations could be materially adversely affected. Our product development, investment, and other business decisions may not prioritize short-term financial results and may not produce the long-term benefits that we expect. We frequently make product development and investment decisions that may not prioritize short-term financial results, if we believe that the decisions benefit the aggregate user experience and will thereby improve our financial performance over the long term. For example, we launched our Grindr 4-for Equality initiative to better serve the LGBTQ community and strengthen our brand ~~image~~ without focusing on immediate financial returns. Likewise, we occasionally launch features that we cannot monetize (and may never be able to monetize), but those features aim to improve the overall user experience and thus improve our long-term financial performance by driving user engagement and retention, among other potential effects. However, these sorts of decisions may not produce the long-term benefits that we expect, in which case our user growth and engagement, our relationships with partners and advertisers, and our business, financial conditions, and results of operations could be materially adversely affected. The failure to attract new advertisers, the loss of existing advertisers, a deterioration in any of our advertising relationships, or a reduction in their spending could adversely ~~harm~~ ~~impact~~ our business. We currently generate a ~~material~~ portion of our revenue from advertising on our products and services, which is ~~included under~~ ~~presented in~~ our Indirect Revenue. We attract third-party advertisers because of our extensive LGBTQ user base worldwide, among other factors. Any decrease or a slower growth in our user base or user engagement may discourage new or existing advertisers from advertising on our products and services. The advertisers ~~and advertising~~ ~~platforms~~ control their respective development and operation, and we have little input, if any at all, ~~on into~~ how their platforms operate. In addition, we largely do not have control over the type of advertisers or the content of their advertisements on our platform. Any deterioration in our relationship with these platforms, any changes in how they operate their platforms or in the requirements regarding the content on our platform, or any deterioration in the platforms’ relationships with advertisers that advertise on our platform may materially adversely affect our advertising revenue. Any loss of existing advertisers or failure to attract new advertisers will materially adversely affect our business, financial condition, and results of operations. Our advertisers typically do not have long-term advertising commitments with us. The majority of our advertisers spend only a relatively small portion of their overall advertising budget with us. In addition, certain advertisers may view some of our products and services as controversial, experimental or unproven. Advertisers will not continue to do business with us, or they will reduce the prices they are willing to pay to advertise with us, if we do not deliver ads and other commercial content in an effective manner, or if they do not believe that their investment in advertising with us will generate a competitive return relative

to other alternatives. Moreover, we rely on the ability to collect and disclose data and metrics for our advertisers to attract new advertisers and retain existing advertisers. Any restriction, whether by law, regulation, policy, or any other reason, on our ability to collect and disclose data to our advertisers would impede our ability to attract and retain advertisers. Our ability to collect and disclose data may also be adversely affected by third parties, such as third-party publishers and platforms. See “—The distribution, marketing of, and access to our products and services depend, in large part, on third-party platforms and mobile application stores, among other third-party providers. If these third parties limit, prohibit, or otherwise interfere with the distribution or use of our products and services in any material way, it could materially adversely affect our business, financial condition, and results of operations.” In addition, we believe that our advertising revenue could also be adversely affected by many factors both within and beyond our control, including: • decreases in monthly active users and user growth and engagement, including time spent on our products and services; • decreased user access to and engagement with us through our mobile products and services; • the degree to which our users cease or reduce the number of times they engage with ads placed through our products and services; • changes in our demographics that make us less attractive to advertisers; • product changes or inventory management decisions that we make that reduce the size, frequency, or prominence of ads and other commercial content displayed on our products and services; • our inability to improve our analytics and measurement solutions that demonstrate the value of our ads and other commercial content; • loss of advertising market share to our competitors; • adverse legal developments or user sentiment relating to advertising, user safety, privacy, and collection of personal data for targeted advertising purposes, including legislative action, regulatory developments, and litigation; • competitive developments or advertiser perception of the value of our products and services that change the rates we can charge for advertising or the volume of advertising on our products and services; • adverse media reports or other negative publicity involving us or other companies in our industry; • our inability to create new products and services that sustain or increase the value of our ads and other commercial content; • changes in the pricing of online advertising; • difficulty and frustration from advertisers who may need to reformat or change their advertisements to comply with our guidelines; • the impact of new technologies that could block or obscure the display of our ads and other commercial content; and • the impact of macroeconomic conditions and conditions in the advertising industry in general. The occurrence of any of these or other factors could result in a reduction in demand for our ads and other commercial content, which may reduce the prices we receive for our ads and other commercial content, or cause advertisers to stop advertising with us altogether, any of which could negatively affect our business, financial condition, and results of operation. We may not be able to charge subscription fees or premium add-on fees at a sufficient level or raise these fees. We currently offer two premium (fee-based) subscription versions of our platform, Grindr Xtra and Grindr Unlimited, each of which offers a wide range of premium services to subscribers through additional features. Subscribers can choose different subscription packages for different periods, with deeper discounts typically being offered to subscribers who select longer subscription periods. In addition, we at times offer users the option to purchase certain premium add-ons, such as one-day day pass memberships to our premium subscription versions of the platform, among other premium add-on offers. Given the increasing market competition that we face, the constantly changing user demands and preferences that we must address, and the uncertainties in the overall economic environment, we may not be able to charge fees at a sufficient level or raise fees, especially in emerging markets. In addition, our pricing strategies may fail to gain acceptance among users or compete effectively against our competitors, especially in emerging markets where we have less of an operating history. Moreover, we may be unable to convert our users from our free products and services to our subscription-based products and services at a sufficient rate, or at all. In any of these events, our business, financial condition, and results of operations could be materially adversely affected. We have significant internationally sourced revenue, and as plan to expand our operations abroad in markets in which we have more limited operating experience. As a result, we may face additional risks in connection with certain of our international operations that could adversely affect our financial results. We have significant internationally sourced revenue and plan to continue the monetization efforts international internationally expansion of our business, including through the translation of our products and services. As of December 31, 2022-2023, we distribute the iOS and Android versions of our Grindr App mobile application in 9 and 21 languages, respectively, and had registered users in most countries and territories in which the Apple App Store and Google Play Store operate (except Cuba, China, Iran, Sudan and Ukraine). Our international revenues represented 41.7% and 37.4% and 35.8% of total revenue for the years ended December 31, 2023 and 2022 and 2021, respectively. We may enter new If we fail to deploy, manage, or oversee our international expansion successfully markets and expand our operations in existing international markets, where we have limited or our business may suffer no experience in marketing, selling, and deploying our products and services. In addition, some Some or all of our products or services may not be permitted or made available in certain markets due to legal and regulatory complexities and different societal perceptions of LGBTQ identities. See “— Adverse social and political environments for the LGBTQ community in certain parts of the world, including actions by governments or other groups, could limit our geographic reach, business expansion, and user growth, any of which could materially and adversely affect our business, financial condition, and results of operation.” We If we fail to deploy, manage, or oversee our international expansion successfully, our business may suffer. In addition, we believe that operating internationally, particularly in countries in which we have more limited experience, exposes us to a number of additional risks both within and beyond our control, including: • operational and compliance challenges caused by distance, language, and cultural differences; • political tensions, social unrests - unrest, or economic instability, particularly in the countries in which we operate; • differing levels of social and technological acceptance of our products and services, or lack of acceptance of them generally; • low usage and /or penetration of internet-connected consumer electronic devices; • risks related to the legal and regulatory environment in foreign jurisdictions, including with respect to privacy, data security and unexpected changes in laws, regulatory requirements, and enforcement; • potential damage to our brand and reputation due to compliance with local laws, including potential censorship or requirements to provide user information to local authorities; • our lack of a critical mass of users in certain markets; • fluctuations in currency exchange

rates; • higher levels of credit risk and payment fraud; • enhanced difficulties of integrating any foreign acquisitions; • burdens of complying with a variety of foreign laws, including multiple tax jurisdictions ; • competitive environments that favor local businesses ; • reduced protection for intellectual property rights in some countries; • difficulties in staffing and managing global operations and the increased travel, infrastructure, and legal compliance costs associated with multiple international locations; • regulations that might add difficulties in repatriating cash earned outside the U. S. and otherwise preventing us from freely moving cash; • import and export restrictions and changes in trade regulations; • political unrest, terrorism, military conflict (such as the conflict involving Russia and Ukraine and Israel and Hamas), war, health and safety epidemics (such as the COVID- 19 pandemic and the outbreak of the mpox virus in 2022 mpox outbreak) or the threat of any of these events; • export controls and economic sanctions administered by the U. S. Department of Commerce Bureau of Industry and Security and the U. S. Department of the Treasury Office of Foreign Assets Control and similar regulatory entities in other jurisdictions; and • compliance with the U. S. Foreign Corrupt Practices Act, the U. K. Bribery Act, and similar anti- corruption laws in other jurisdictions ; and • compliance with statutory equity requirements and management of tax consequences. Moreover, geopolitical tensions in or involving countries in which we operate , such as Russia , may prevent us from operating in certain countries or increase our costs of operating in those countries. See “— A downturn in the global economy, especially in the United States and Europe, where a substantial majority of our revenue is generated could adversely harm our business.” In addition, if enforcement authorities demand access to our user data, our failure to comply could lead to our inability to operate in such countries or other punitive acts. For example, in 2018, Russia blocked access to the messaging app Telegram after it refused to provide access to the Russian government to encrypted messages. The occurrence of any of these or other factors or our failure to effectively manage the complexity of our global operations could materially adversely affect our international operations, which could, in turn, negatively affect our business, financial condition, and results of operations. Our business and results of operations may be materially adversely affected by the recent COVID- 19 pandemic, pandemics , the 2022 mpox outbreak, or other similar outbreaks public health emergencies . Our business could be materially adversely affected by the outbreak of a widespread health epidemic or pandemic, including the recent COVID- 19 pandemic , the 2022 mpox outbreak and other newly declared public health emergencies such as the 2022 mpox outbreak. The COVID- 19 pandemic has reached across the globe, resulting in the implementation of significant governmental measures, including lockdowns, closures, quarantines, and travel bans intended to control the spread of the virus. While some of these measures have been relaxed over the past few months in various parts of the world, ongoing social distancing measures, and future prevention and mitigation measures, as well as the potential for some of these measures to be reinstated in the event of repeat waves of the virus, are likely to have an adverse impact on global economic conditions and consumer confidence and spending, as well as on the ability of people who connect on our platform to meet in person, and could materially adversely affect demand, or our users’ ability to pay, for our products and services. The 2022 mpox outbreak has spread to many regions of the world, including to regions where we conduct our business operations. We have seen slower active user growth in areas with significant mpox outbreaks. If the mpox outbreak continues to spread, any resulting fluctuation in our user base and user activity may have a material adverse effect on our business operations and financial results. A public health epidemic, pandemic or public health emergency, including the COVID- 19 pandemic and the 2022 mpox outbreak, poses the risk that we or our employees, contractors, vendors, and other business partners or we may be prevented or impaired from conducting ordinary course business activities for an indefinite period, including due to shutdowns necessitated for the health and well- being of our employees, the employees of business partners, or shutdowns that may be requested or mandated by governmental authorities. In addition, in response to the COVID- 19 pandemic, we have taken several precautions that may adversely impact employee productivity, such as moving to a remote- first work environment, imposing travel restrictions within the U. S. and internationally, and temporarily closing office locations. A widespread epidemic, pandemic, or other health crisis could also cause significant volatility in global markets. The COVID- 19 pandemic has caused disruption in financial markets, which if it continues or intensifies, could reduce our ability to access capital and thereby negatively impact our liquidity. We have in the past experienced, and may in the future experience volatility in our user and revenue growth rates as a result of the COVID- 19 pandemic and the 2022 mpox outbreak. We intend to continue to execute on our strategic plans and operational initiatives; however, the uncertainties may result in delays or modifications to these plans and initiatives. Part of our growth strategy includes increasing the number of international users and expanding into additional geographies. The timing and success of our international expansion may be negatively impacted by COVID- 19, the 2022 mpox outbreak or other disease outbreaks, which could impede our anticipated growth. As we experience volatility or decline in growth rates, investors’ perceptions of our business may be adversely affected, and the trading price of our shares of our Common common Stock stock may decline. The ultimate extent of the impact of any epidemic, pandemic, or other health crisis on our business will depend on multiple factors that are highly uncertain and cannot be predicted, including its severity, location and duration, and actions taken to contain or prevent further its spread. In addition, the COVID- 19 pandemic and the 2022 mpox outbreak could increase the magnitude of many of the other risks described in this Annual Report on Form 10- K and may have other material adverse effects on our operations that we are not currently able to predict. If our business and the markets in which it operates experience a prolonged occurrence of adverse public health conditions, such as COVID- 19, the 2022 mpox outbreak and other similar outbreaks, it could materially adversely affect our business, financial condition, and results of operations. The forecasts and projections herein are based upon certain assumptions, analyses, and estimates. If these assumptions, analyses or estimates prove to be incorrect or inaccurate, our actual results may differ materially from those forecasted or projected. The forecasts and projections, including projected revenue growth, Adjusted EBITDA Margin and the anticipated market opportunity, growth and penetration, are subject to significant uncertainty and are based on certain assumptions, analyses and estimates, including with reference to third- party forecasts, any or all of which may prove to be incorrect or inaccurate. These include assumptions, analyses and estimates about future pricing and future costs, all of which are subject to a wide variety of business, regulatory and

competitive risks and uncertainties. If these assumptions, analyses or estimates prove to be incorrect or inaccurate, our actual results may differ materially from those forecasted or projected, adversely affecting the value of Common Stock. We depend on our key personnel and we may not be able to operate or grow our business effectively if we lose the services of any of our key personnel or are unable to attract qualified personnel in the future. We currently depend on the continued services and performance of our key personnel, including members of senior management, product development and revenue teams, engineering personnel, and privacy and information security employees, among other key staff. In addition, some of our key technologies and systems have been, or may be in the future, custom-made for our business by our key personnel. If one or more of our senior management or other key employees cannot or chooses not to continue their employment with us, we might not be able to replace them easily, in a timely manner, or at all. In addition, the risk that competitors or other companies may poach our talent increases as we continue to build our brand and become more well-known. Our key personnel likely have been, and may continue to be, subject to poaching efforts by our competitors and other internet and high-growth companies, including well-capitalized players in the social media and consumer internet space. The loss of key personnel, including members of management, product development and revenue teams, engineering personnel, and privacy and information security employees, could disrupt our operations and have a material adverse effect on our business, financial condition, and results of operations. Our future success will depend upon our continued ability to identify, hire, develop, motivate, and retain highly skilled individuals across the globe, with the continued contributions of our senior management being especially critical to our success. We face intense competition in the industry for well-qualified, highly skilled employees and our continued ability to compete effectively depends, in part, upon our ability to attract and retain new employees. While we have established programs to attract new employees and provide incentives to retain existing employees, particularly our senior management, we cannot guarantee that we will be able to attract new employees or retain the services of our senior management or any other key employees in the future. Additionally, we believe that our culture and core values have been, and will continue to be, a key contributor contributors to our success and our ability to foster the innovation, creativity, and teamwork that we believe we need to support our operations. If we fail to effectively manage our hiring needs and successfully integrate our new hires, or if we fail to effectively manage remote work arrangements resulting from the COVID-19 pandemic, among other factors, our efficiency and ability to meet our forecasts and our ability to maintain our culture, employee morale, productivity, and retention could suffer, and consequently, our business, financial condition, and results of operations could be materially adversely affected. Finally, our effective succession planning and execution will be important to our future success. If we fail to ensure the effective transfer of senior management knowledge and to create smooth transitions involving senior management across our various businesses, our ability to execute short and long term strategic, financial, and operating goals, as well as our business, financial condition, and results of operations generally, could be materially adversely affected. Unionization activities may disrupt our operations and adversely affect our business. Although none of our employees are currently covered under a collective bargaining agreement, our employees may elect to be represented by labor unions in the future. In July 2023, a labor union filed an election petition with the National Labor Relations Board (“NLRB”) seeking to represent certain of our employees. Acting on the petition, the NLRB conducted a secret-ballot election in November and December 2023, which remained ongoing as of December 31, 2023. If a significant number of our employees were to become unionized, our labor costs could increase and our business could be negatively affected by other requirements and expectations that could increase our costs, change our company culture, decrease our flexibility, and disrupt our business. In addition, a labor dispute or union campaign involving some or all of our employees, may harm our reputation, disrupt our operations, and result in litigation expenses. We have limited insurance coverage concerning with respect to our business and operations. Although we maintain property insurance, professional liability insurance, technology error and omission / cyber liability insurance, and commercial general liability insurance, we cannot assure you that our insurance coverage will be sufficient or that future coverage will be available at reasonable costs. Accordingly, we may determine that we cannot obtain insurance on acceptable terms or at all. However, we have in the past, and may in the future, experience issues obtaining cyber insurance that provides third-party reimbursement or obtaining such insurance on favorable terms. In addition, our business interruption insurance covers only loss of business income sustained due to direct physical loss or damage to property on our premises, and insurance policies covering damage to our IT infrastructure or information technology systems are limited. Any disruptions to our IT infrastructures or systems or an uncovered business interruption event could result in substantial cost-costs to us and diversion of our resources. Problems with any insurer, or the general limitations of our insurance policies, including any applicable retentions or caps, could result in limited coverage for us and cause us to incur significant operating expenses. Additionally, if a significant loss, judgment, claim or other event is not covered by insurance, the loss and related expenses could harm our business, financial condition and results of operations. The occurrence of any of these or other factors could negatively affect our business, financial condition, and results of operations. We rely on certain key operating metrics that have not been independently verified to manage our business, we. We may periodically change our metrics, and real or perceived inaccuracies in such metrics may harm our reputation and negatively affect our business. We regularly review metrics, such as Average MAUs and Average Paying Users, to evaluate growth trends, measure our performance, and make strategic decisions. The For example, Average MAUs are calculated using unique devices that demonstrate activity on our Grindr App platform on a calendar month basis and the devices counted may not exactly reflect correlate to the number of users of our Grindr App platform. The Average MAUs are also calculated using internal company data gathered in part on analytics platforms that we developed or deployed and operate, and they have not been validated by an independent third party has not validated those platforms or the resulting data. In addition, our internal systems measure Average MAUs by detecting user activity when users open our Grindr App platform on their devices, regardless of whether the they users engage in any further activities using the application, and therefore. Therefore, these metrics cannot measure the extent to which our users use our products and services, or accurately estimate the impact that it may have on our financial results. See “Management’s

Discussion and Analysis of Financial Condition and Results of Operations — ~~Key~~ Operating and Financial Metrics” for more details. While ~~these~~ **Average MAUs and other operating** metrics are based on what we believe to be reasonable estimates of ~~our user base~~ for the applicable periods, there are inherent challenges in measuring how our products and services are used across large populations globally and in accounting for spam accounts (as opposed to genuine users). Our user metrics are also affected by technology on certain mobile devices that automatically runs in the background of our Grindr **App mobile application** when another phone function is used, and this activity can cause our system to miscount the user metrics associated with such an account. **In addition, our ability to accurately calculate certain user metrics depends on data received from third- parties, including Apple and Google, which we are not able to independently verify.** The methodologies used to measure these metrics require significant judgment and are also susceptible to algorithm or other technical errors. In addition, we ~~are~~ continually ~~seeking~~ **seek** to improve **the accuracy of** our estimates of our user base, **which** and such estimates may change due to improvements or changes in our methodology. Errors or inaccuracies in our metrics or data could also result in incorrect business decisions and inefficiencies. For instance, if a significant understatement or overstatement of **Average** MAUs were to occur, we may expend resources to implement unnecessary business measures or fail to take required actions to attract a sufficient number of users to satisfy our growth strategies. We continually seek to address technical issues in our ability to record such data and improve our accuracy ~~, but~~. **Still** given the complexity of the systems involved, the rapidly changing nature of mobile devices and systems, how our platform manages identity, and the way our users use the Grindr **App platform**, we expect these issues to continue. We are currently exploring and developing an alternative identifier in an effort to capture different use cases on our platform, such as when a user logs into their account from multiple devices or when users periodically uninstall and then reinstall our Grindr **App mobile application**. This identifier may not ~~apply~~ **be applicable** retroactively to historical data. This technology is still nascent, and it may be some time before we determine **whether** the resultant data is reliable or useful. To the extent we switch to reporting MAU data in the future based on this alternative identifier, it may be difficult for investors to evaluate period over period comparisons of these metrics. We may periodically change the metrics we use for internal or external reporting ~~purposes~~. If **customers**, advertisers, **platform** partners, or investors do not perceive our user, geographic, or other demographic metrics to be accurate representations of our user base **or user engagement**, or if we discover material inaccuracies in our user, geographic, or other demographic metrics, our reputation may be seriously harmed. ~~If~~ **customers, platform partners, or investors do not perceive our user, geographic, or other demographic metrics to be accurate representations of our user base or user engagement, or if we discover material inaccuracies in our user, geographic, or other demographic metrics, our reputation may be materially adversely impacted and users** **Users**, platform partners, and investors may be less willing to allocate their resources or spending to our Grindr **App platform**, any of which could materially negatively affect our business, financial condition, and results of operation. Foreign currency exchange rate fluctuations could materially adversely affect our results of operations. We operate in various international markets. During the years ended December 31, **2023 and 2022 and 2021**, our international revenue represented **41.7 % and 37.4 % and 35.8 %** of our total revenue, respectively. We ~~translate~~ **remeasure** international revenues into U. S. dollar- denominated operating results, and during periods of a strengthening U. S. dollar, our international revenues will be reduced when ~~translated~~ **remeasured** into U. S. dollars. In addition, as foreign currency exchange rates fluctuate, ~~remeasuring~~ **the translation of** our international revenues **carried out in a currency other than the U. S. dollar** into U. S. dollar- denominated operating results affects the period- over- period comparability of such results and can ~~result in foreign currency exchange gains and losses~~. We have exposure to foreign currency exchange risk related to transactions carried out in a currency other than the U. S. dollar, and investments in foreign subsidiaries with a functional currency other than the U. S. dollar. Brexit has caused, and may continue to cause, volatility in currency exchange rates between the U. S. dollar and the British pound, or GBP, and the full impact of Brexit remains uncertain. To the extent that the U. S. dollar strengthens relative to the GBP, the translation of our international revenues into U. S. dollars will reduce its U. S. dollar denominated operating results and will affect their period- over- period comparability. See “— Risks Related to Regulation and Litigation — Legal, political, and economic uncertainty surrounding the exit of the United Kingdom from the European Union, or Brexit, and the implementation of the trade and cooperation ~~operations~~ **agreement between the United Kingdom and the European Union could have a material adverse effect on our business.**” Significant foreign exchange rate fluctuations, in the case of one currency or collectively with other currencies, could materially adversely affect our business, financial condition, and results of operations. Risks Related to Information Technology Systems and Intellectual Property Security breaches, unauthorized access to or disclosure of our data or user data, other hacking and phishing attacks on our systems **or those of third parties upon which we rely**, or other data security incidents could compromise sensitive information related to our business ~~and/or user users personal data~~ processed by us or on our behalf and expose us to liability, which could harm our reputation, generate negative publicity, and materially and adversely affect our business. Our products and services and the operation of our business involve ~~the collection~~ **collecting and**, storage, processing, ~~and transmission a significant amount~~ of data, including personal data regarding our users **(including user- to- user communications), personal data about our employees, and other confidential or sensitive information**. The information systems **(including those of the third parties upon which we rely)** that store and process such data are susceptible to increasing threats of continually evolving cybersecurity risks. Cyber- attacks by third parties seeking unauthorized, **unlawful, or accidental** access to, **modification, destruction, loss, alternation, encryption or disclosure of** confidential or sensitive ~~data information~~, including personal data regarding our users, or **otherwise** seeking to disrupt our ability to provide services, have become prevalent in our industry. We may also face attempts to create false or undesirable user accounts or take other actions **to spam** for the purposes of ~~spamming, spreading~~ **spread** misinformation or other objectionable ends. Given our Grindr **App platform**’s popularity and user demographics, ~~bad actors may attempt~~ **we and the third parties we rely on are particularly susceptible** to ~~target or exploit our~~ **attacks. Our information** systems or users. We ~~and those of the third parties upon which we rely~~ face an ever- increasing number of threats ~~to our information systems~~ from a broad range of potential bad actors, including foreign

governments, criminals, competitors, computer hackers, cyber terrorists, and politically or socially motivated groups or individuals. **Some actors particularly nation- states in conjunction with military conflicts** and we have previously experienced various attempts **defense activities, now engage and are expected to access-continue to engage in cyber-attacks.** During times of war and other major conflicts, we and the third parties we rely on may be vulnerable to a **heightened risk of these attacks, including retaliatory cyber- attacks, that could materially disrupt our information systems and operations, supply chain, and ability to produce, sell and distribute our goods and services.** These **We and the third parties upon which we rely face numerous** threats, **include-including** physical or electronic break- ins, security breaches from inadvertent or intentional actions by our employees, contractors, consultants, and / or other third parties with otherwise legitimate access to our systems, website, or facilities, **or from cyber-attacks by malicious third parties which could breach our data security and disrupt our systems.** The motivations of such actors may vary, but breaches that compromise our information technology systems can cause interruptions, delays, or operational malfunctions, which, in turn, could have a material adverse effect on our business, financial condition, and results of operations. In addition, the risks related to a security breach or disruption, including through a distributed denial- of- service, or DDoS, attack, computer and mobile malware, worms, viruses, social engineering **attacks** (predominantly spear phishing attacks), **deep fake attacks (which have become increasingly more difficult to identify as fake), credential stuffing attacks, credential harvesting, ransomware attacks,** attempts to misappropriate **customer-user** information, including credit card information and account login credentials, and general hacking, **have become more prevalent in our industry and these risks have generally increased as the number, intensity, and sophistication of attempted attacks and intrusions from around the world have increased.** Ransomware attacks, including those perpetrated by organized criminal threat actors, nation- states, and nation- state supported actors, are also becoming increasingly prevalent and severe and can lead to significant interruptions in our operations, loss of data and income, reputational harm, and diversion of funds. Extortion payments may alleviate the negative impact of a ransomware attack. **Still,** but we may be unwilling or unable to make such payments due to, for example, applicable laws or regulations prohibiting payments. **In addition, third parties may attempt to fraudulently induce our employees or users to disclose information to gain access to our data or our users' data.** The threats described above have become more prevalent in our industry, and these risks have generally increased as the number, intensity, and sophistication of attempted attacks and intrusions from around the world have increased. Any of the previously identified or similar threats could cause a security incident or other interruption that could result in unauthorized, unlawful, or accidental acquisition, modification, destruction, loss, alteration, encryption, disclosure of, or access to our sensitive information or our information technology systems, or those of the third parties upon whom we rely. A security incident or other interruption could disrupt our ability (and that of third parties upon whom we rely) to provide our products and services and cause other interruptions, delays, or operational malfunctions. Security incidents or disruptions have occurred on our systems in the past, and they will continue to occur in the future and may be inherently difficult to detect for long periods of time. As a result of our market leader position, the size of our user base, and the types and volume of personal data on our systems, we believe that we are a particularly **an especially** attractive target for such breaches and attacks, **including from highly sophisticated, state- sponsored, or otherwise well- funded actors.** Any **Though it is difficult to determine what, if any, harm may directly result from any specific interruption or attack, any- failure to maintain performance, reliability, security, and availability of our products and services and technical infrastructure to the satisfaction of our users- may harm our reputation and our ability to retain existing users and attract new users, as well as generate negative publicity.** Although we have devoted and continue to devote significant resources **designed** to protect our data and user data, we cannot assure you that such measures will **be effective** provide absolute security and we may also incur significant costs in protecting against or remediating **cyberattacks- security incidents or other disruptions.** In addition, some of **the- our stored** user data we collected is stored in facilities **is** provided by third parties which are beyond our control. **Applicable data privacy and security obligations may require us to notify relevant stakeholders of security incidents. Such disclosures are costly, and the disclosure or the failure to comply with such requirements could lead to adverse consequences.** Any failure to prevent or mitigate security **incidents** breaches and unauthorized access to or disclosure of our data or user data, including personal information, content, or payment information from users, or information from marketers, could result in the loss, modification, disclosure, destruction, or other **interruption** misuse of such data, which could subject us to legal liability, including investigations by regulatory authorities and / or litigation that could result in liability to third parties, harm our business and reputation, and diminish our competitive position. We may incur significant costs in protecting against or remediating such incidents and as cybersecurity incidents continue to evolve, we may be required to expend significant additional resources to **stay agile in** continue to modify or enhance our protective **measure- measures** or to investigate and remediate any information security vulnerabilities. Our efforts to protect our confidential and sensitive data, the data of our users or other personal information we receive, and to disable undesirable activities on our platform, may also be unsuccessful due to software bugs or other technical malfunctions; employee, contractor, or vendor error or malfeasance, including defects or vulnerabilities in our service providers' information technology systems or offerings; government surveillance; breaches of physical security of our facilities or technical infrastructure; or other threats that may surface or evolve. In addition, third parties may attempt to fraudulently induce employees or users to disclose information to gain access to our data or our users' data. Although we have developed systems and processes that are designed to protect our data and user data, to prevent data loss, to disable undesirable accounts and activities on our platform, and to prevent or detect security breaches, we cannot assure you that such measures will be successful, that we will be able to anticipate or detect all cyber- attacks or other breaches, that we will be able to react to cyber- attacks or other breaches in a timely manner, or that our remediation efforts will be successful. We may also incur significant legal and financial exposure, including legal claims, higher transaction fees, and regulatory fines and penalties because of any compromise or breach of our **systems- or data security, or the systems and data security of our third- party providers' systems or data security, or our third- party providers' the systems**

and data security of our third- party providers . Any of the foregoing preceding could have a material adverse effect on our business, financial condition, and results of operations. Moreover, supply- chain attacks have increased in frequency and severity, and we cannot guarantee that third parties and infrastructure in our supply chain have not been compromised or **are without that they do not contain** exploitable defects or bugs that could result in a breach of or disruption to our information technology systems (including our products and services) or the third- party information technology systems that support us and our services. Some of our partners may receive or store information provided by us or by our users through mobile or web applications integrated with our Grindr App **platform** , and we use third- party service providers to store, transmit, and otherwise process certain confidential, sensitive, or personal **information data** on our behalf. If these third parties fail to adopt or adhere to adequate data security practices, or in the event of a breach of their networks, our data or our users' data may be improperly accessed, used, or disclosed, which could subject us to legal liability. **We cannot control such Our ability to monitor these third parties' information security practices is limited, and these third parties may not have adequate information security measures in place. Although we may have contractual protections with our third- party service providers, contractors, and consultants concerning data security, we** cannot guarantee that a security breach will not occur on their systems . ~~Although we may have contractual protections with our third- party service providers, contractors, and consultants,~~ any actual or perceived security breach could harm our reputation and brand, expose us to potential liability or require us to expend significant resources on data security and in responding to any such actual or perceived breach. Any contractual protections we ~~may~~ have from our third- party service providers, contractors, or consultants may not be sufficient to ~~adequately~~ protect us from any such liabilities and losses **adequately** , and we may be unable to enforce any such contractual protections. While our insurance policies include liability coverage for certain of these matters, if we experience a significant security incident, we could be subject to liability or other damages that exceed our insurance coverage and we cannot be certain that such insurance policies will continue to be available to us on economically reasonable terms, or at all, or that any insurer will not deny coverage as to any future claim. See “ — Risks Related to our Brand, Products and Services, and Operations — We have limited insurance coverage **concerning with respect to** our business and operations. ” The successful assertion of one or more large claims against us that exceed available insurance coverage, or the occurrence of changes in our insurance policies, including premium increases or the imposition of large deductible or coinsurance requirements, could have a material adverse effect on our business, financial condition, and results of operations. Our success depends, in part, on the integrity of our **(and those of our third- party partners)** information technology systems and infrastructures and on our ability to enhance, expand, and adapt these systems and infrastructures in a timely and cost- effective manner. Our reputation and ability to attract, retain, and serve users ~~depends~~ **depend** on the reliable performance of our products and services and our **(and our third- party partners)** underlying technology infrastructure. Our products ~~and,~~ services and systems ~~rely on highly technical and complex software and hardware, and they~~ depend on the ability of ~~such our~~ software and hardware to store, retrieve, process, and manage immense amounts of data. While we have not experienced any material outages in the recent past, we have ~~in the past~~ experienced performance delays and other glitches, and we expect to face similar issues in the future. In addition, our systems may not be adequately designed with the necessary reliability and redundancy to avoid performance delays, other glitches, or outages that could **temporarily** make some or all of our systems or data ~~temporarily~~ unavailable and prevent our products and services from functioning properly for our users. Any such interruption could arise for any number of reasons, including human errors, and could materially and adversely affect our business, financial condition, and results of operations. Moreover, our systems and infrastructures **(and our third- party partners)** are vulnerable to damage from fire, power loss, hardware and operating software errors, ~~cyber- attacks~~, technical limitations, telecommunications failures, acts of God, and similar events. While we have back- up systems in place for certain ~~aspects of our~~ operations, not all of our systems and infrastructures **(and our third- party partners)** have redundancies or ~~back- backup - up~~ systems. In addition, disaster recovery planning can never account for all possible eventualities and our property and business interruption insurance coverage may not be adequate to compensate us fully for any losses ~~that~~ we may suffer. Any interruptions or outages, regardless of the cause, could negatively impact our users' experiences with our products and services, tarnish our reputations and decrease demand for our products and services, and result in significant negative publicity, any of which could materially adversely affect our business, financial condition, and results of operations. Moreover, even if detected, **resolving the resolution of** such interruptions may take a long time, during which customers may not be able to access, or may have limited access to, our products and services. We also continually work to expand and enhance the efficiency and scalability of our technology and network systems to improve ~~the~~ **our users'** experience of our users, accommodate substantial increases in the volume of traffic to our various products and services, **and** ensure acceptable load times for our products and services, and keep up with **technological** changes ~~in technology~~ and user preferences. Any failure to do so in a timely and cost- effective manner could materially adversely affect our users' experience with our various products and services, thereby negatively impacting the demand for our products and services, and could increase our costs, any of which could materially adversely affect our business, financial condition, and results of operations. **We use generative artificial intelligence and machine learning in our products and services which may result in operational challenges, legal liability, reputational concerns, competitive risks and regulatory concerns that could adversely affect our business and results of operations. We are in the process of adopting generative AI processes and algorithms into our daily operations, including by deploying generative AI and machine learning into our products and services to identify spam and bad actors, to deploy new features, and to improve user matching. This may result in adverse effects to our operations, legal liability, reputation and competitive risks. Generative AI products and services leverage existing and widely available technologies. The use of generative AI processes at scale is relatively new, and may lead to challenges, concerns and risks that are significant or that we may not be able to predict, especially if our use of these technologies in our products and services becomes more important to our operations over time. Generative AI in our products and services may be difficult to deploy successfully due to operational issues inherent to the nature of such**

technologies. For example, AI algorithms use machine learning and predictive analytics which may be insufficient or of poor quality and reflect inherent biases and could lead to flawed, biased, and inaccurate results. Deficient or inaccurate recommendations, forecasts, or analyses that generative AI applications assist in producing could lead to customer rejection or skepticism of our products, impact our ability to attract and retain users, affect our reputation or brand, and negatively affect our financial results. Further, unauthorized use or misuse of generative AI by our employees or others may result in disclosure of confidential company and customer data, reputational harm, privacy law violations and legal liability. Our use of generative AI may also lead to novel and urgent cybersecurity risks, including the misuse of personal data, which may adversely affect our operations and reputation. Our success will depend on our ability to develop new technologies, to adapt to technology changes and evolving industry standards, to incorporate new technologies, such as generative AI, into our products and services, and to provide products and services that are tailored to specific needs and requirements of our customers. We face significant competition in respect of generative AI-based products and services. If the security of personal data we are unable to provide enhancements and confidential new features or for sensitive user information our generative AI products and services or to develop new products and services that we achieve market acceptance and that keep pace with rapid technological developments and evolving industry standards, our business would be materially and adversely affected. The failure of our technology, products or services to gain market acceptance due to more attractive offerings by our competitors or the introduction of new competitors to the market with new or innovative product offerings could significantly reduce our revenues, increase our operating costs or otherwise materially and adversely affect our business, financial condition, results of operations and cash flows. Uncertainty in the legal regulatory regime relating to generative AI and emerging ethical issues surround the use of generative AI may require significant resources to modify and maintain business practices to comply with U. S. and store is breached non- U. S. laws, the nature of which cannot be determined at this time. Existing laws and regulations may apply to us or our otherwise vendors in new ways and new laws and regulations may be instituted. Several jurisdictions around the globe, including Europe and certain U. S. states, have already proposed or enacted laws governing AI. For example, European regulators have concluded a provisional agreement on AI regulation, the Artificial Intelligence Act (“ AI Act ”), which will apply beyond the European Union’s borders. If enacted as currently proposed, the AI Act will ban AI applications that pose an unacceptable level of risk and establish obligations for AI providers and those deploying AI systems. We expect other jurisdictions will adopt similar laws. Other jurisdictions may decide to adopt similar or more restrictive legislation that may render the use of such technologies challenging. We may experience challenges in adapting our operations and services to such legislation, if applicable. We often rely, not only on our own initiatives and innovations, but also on third parties for the development of and accessed access to new technologies related to, or that rely upon, generative AI and development of a robust market for these new products and technologies. Failure to accurately predict or to respond effectively to developments in our industry may significantly impair our business. In addition, because our products and services are designed to operate with a variety of systems, infrastructures, and devices, we need to continuously modify and enhance our products and services to keep pace with changes in technologies related to, or that rely upon, generative AI created or provided by unauthorized persons, it may be costly to remediate such breach, it may generate negative publicity, and our reputation could be harmed. We receive, process, store, and transmit a significant amount of personal information regarding our users and other confidential or sensitive information, including user-to-user communications, and personal information of our employees and users, and enable our users to share their third parties. Any failure of personal information, including some which may be interpreted as special or our products sensitive information under certain privacy and data protection regulations, services to continue to operate effectively with each other through their public Grindr profiles or private in-App messages. In some cases, we engage third-party infrastructures service providers to store this information. We continuously develop and maintain systems to protect the security, integrity, and confidentiality of this information, but we have experienced past incidents of inadvertent or unauthorized use or disclosure of such information. See “ — Risks Related to our Brand — and technologies, Products and Services, and Operations — Unfavorable media coverage could reduce the demand for our products and services, result in dissatisfaction of our customers, and materially and adversely affect our business, brand, or reputation.” In addition, we may in the future experience additional incidents of inadvertent or unauthorized use or disclosure of information, or third parties may gain unauthorized access to information despite our efforts. When such incidents occur, we may not be able to remedy them, we may be required by law to notify regulators and individuals whose personal information was used or disclosed without authorization, we may be subject to claims against us, including government enforcement actions or investigations, fines and litigation, we may be subject to negative publicity, and we may have to expend significant capital and other resources to mitigate the impact of such events, including developing and implementing protections to prevent future events of this nature from occurring. When breaches of our or our third-party service providers’ and partners’ information technology systems occur or unauthorized access to any of the confidential, sensitive, or other personal information that we collect or process occurs, the perception of the effectiveness of our security measures, the security measures of our partners, and our reputation may be harmed, we may lose current and potential users and the recognition of our brand and our brand’s competitive positions may be diminished, any of which could materially adversely affect our business, financial condition, and results of operations. We are subject to risks related to credit card payments, including data security breaches and fraud that we or third parties experience or additional regulation, any of which could materially adversely affect our business, financial condition, and results of operations. In addition to purchases through the Apple App Store and the Google Play Store, we accept payment from our users through certain other online payment service providers. We, and we expect to explore and implement additional payment mechanisms based in part upon Apple’s recent announcement that it would allow app developers to process payments for subscriptions and other premium add-ons outside of Apple’s payment system. See “ — Risks Related to our Brand, Products and Services, and

Operations — We rely primarily on the Apple App Store and Google Play Store as the channels for processing of payments. In addition, access to our products and services depends on mobile app stores and other third parties such as data center service providers, as well as third party payment aggregators, computer systems, internet transit providers and other communications systems and service providers. Any deterioration in our relationship with Apple, Google ~~either of them~~ or other such third parties may negatively impact our business.” The ability to **automatically** process credit card information or other account charges on a real-time basis without having to proactively reach out to the consumer each time we process an auto-renewal payment or a payment for the purchase of a premium feature on any of our products and services will be critical to our success and to a seamless experience for our users. When we ~~experience~~ or a third party experiences a data security breach involving credit card information, affected cardholders will often cancel their credit cards, **meaning the payment information we store about them is no longer valid**. In the case of a breach experienced by a third party, the more sizable the third party’s customer base and the greater the number of credit card accounts impacted, the more likely it is that ~~our users would be impacted by~~ a breach **would impact our users**. To the extent our users ~~ever~~ affected by such a breach experienced by us or a third party, affected users would need to be contacted **by us for us** to obtain new credit card information **and to** process any pending transactions **with us**. It is likely that we would not be able to reach all affected users, and even if we could, some users’ new credit card information may not be obtained and some pending transactions may not be processed, which could materially adversely affect our business, financial condition, and results of operations. In addition, even if our users are not directly impacted by a given data security breach, they may lose confidence in the ability of **our** service providers to protect their personal ~~information~~ **data** generally, which could cause them to stop using their credit cards online and choose alternative payment methods that are not as convenient for us or restrict our ability to process payments without significant cost or user effort. Moreover, if we fail to adequately prevent fraudulent credit card transactions, we may face litigation, fines, governmental enforcement action, civil liability, diminished public perception of our security measures, significantly higher credit card-related costs and substantial remediation costs, or refusal by credit card processors to continue to process payments on our behalf, any of which could materially adversely affect our business, financial condition, and results of operations. Finally, the passage or adoption of any legislation or regulation affecting the ability of service providers to periodically charge consumers for, among other things, recurring subscription payments may materially adversely affect our business, financial condition, and results of operations. In addition, many U. S. states are considering similar legislation or regulation, or changes to existing legislation or regulation governing subscription payments. While we will monitor and attempt to comply with these legal developments, we may in the future be subject to claims under such legislation or regulation. Our success depends, in part, on the integrity of third-party systems and infrastructures and on continued and unimpeded access to our products and services on the internet. We rely on third parties, **primarily including** data center and cloud-based, hosted web service providers, such as Amazon Web Services, as well as software development services, computer systems, internet transit providers, and other ~~communications~~ systems and service providers, in connection with the provision of our products and services generally, as well as to facilitate and process certain transactions with our users. **Our ability** See “—Risks Related to our **monitor these third parties’ information security practices is limited, Brand— and these third parties may not have adequate information security measures ;** **Products and Services, and Operations—** The distribution, marketing of, and access to our products and services depends, in large part, on **place. If our** third-party platforms and mobile application stores, among **service providers experience a security incident or other interruption, we could experience adverse consequences. While we may be entitled to damages if our** third-party **service** providers **fail to satisfy third— their privacy** parties limit, prohibit, or otherwise interfere with the distribution or use of our **or** products and services in **security-related obligations to us, any award may be insufficient to** material way, it could adversely affect our business, financial condition, and results of operations.” We have no control over **cover** any of these third parties or **our** their operations **damages, or we may be unable to recover such award**. While we seek actively reduce risk by trying to minimize reliance on any single third party or our operations, and by creating back-up systems where possible, we cannot guarantee that third-party providers will not experience system interruptions, outages or delays, or deterioration in the performance. Problems or insolvency experienced by any of these third-party providers, the telecommunications network providers with which we or they contract, the systems through which telecommunications providers allocate capacity among their customers, or any other providers or related services, could also materially and adversely affect us. Any changes in service levels at our data centers or any interruptions, outages, or delays in our systems or those of our third-party providers, or deterioration in the performance of these systems, could impair our ability to provide our products and services or process transactions with our users, which could materially adversely impact our business, financial condition, and results of operations. In addition, if we need to migrate our business to different third-party providers because of any such problems or insolvency, it could impact our ability to retain our existing users or add new users, among other materially adverse effects. See “—Risks Related to **The occurrence of any of these our— or other factors could negatively affect our business, financial condition, Brand— and results of ;** **Products and Services, and Operations operations —** . If we fail to retain existing users or **our** add new users, **information systems (such as or our hardware, software, if our users decrease their level of engagement with our products and services or do not convert to Paying Users, our— or those of third parties upon which we** revenue, financial results, and business may be significantly harmed.” Our products and services and internal systems rely **) on highly technical software and, if it contains— contain** undetected errors or vulnerabilities, we could be subject to liability and our business could be materially adversely affected. As explained above, our products and services and internal systems rely on **highly** technical and complex software, **hardware, and other information systems, including software— those** developed or maintained internally and / or by third parties. In addition, our products and services and internal systems depend on the ability of such **software-information systems** to store, retrieve, process, and manage immense amounts of data. The ~~software~~ **information systems** on which we rely ~~has~~ **have** contained, and may now and in the future contain, undetected errors, bugs, or vulnerabilities. ~~Some~~ **We take steps designed to detect and remediate** errors ;

bugs, and vulnerabilities in our information systems, but we may only not be discovered able to detect, mitigate, and remediate all such issues, including on a timely basis. Such issues could be exploited and result in a security incident but may not be detected until after a security incident has occurred or after the code has been released for external or internal use. Further, we may experience delays in developing and deploying remedial measures designed to address any such identified issues. These issues can manifest in any number of ways in our products and services, including through diminished performance, security vulnerabilities, malfunctions, or even permanently disabled products and services. Errors, bugs, vulnerabilities, or other defects within the software our information systems on which we rely have in the past, and may in the future, result in a negative experience for users and marketers who use our products and services, delay product introductions or enhancements, result in targeting, measurement, or billing errors, compromise our ability to protect the data of our users and / or our intellectual property, result in negative publicity, or lead to reductions in our ability to provide some or all of our services. In addition, any errors, bugs, vulnerabilities, or defects discovered in the software-information systems on which we rely, and any associated degradations- degradation or interruptions of service, could result in damage to our reputation, loss of users, loss of revenue, or liability for damages, any of which could adversely affect our business, financial condition, and results of operations. We could also face claims for product liability, tort, breach of warranty, or other causes of action. Although our Terms and Conditions of Service contain provisions relating to warranty disclaimers and liability limitations, among other provisions our Terms and Conditions of Service or, these contractual terms may not be upheld or enforceable in all jurisdictions in which we distribute our products and services, and they may not offer us any protections from liability in potential legal action. In addition, defending a lawsuit, regardless of its merit, is costly and may divert management's attention and seriously harm our reputation and our business. Moreover, if our liability insurance coverage proves inadequate or future coverage is unavailable on acceptable terms or at all, our business could be adversely affected. See "Risks Related to The occurrence of any of these our- or other factors could negatively affect Brand, Products and Services, and Operations — We have limited insurance coverage with respect to our business, financial condition, and results of operations." From time to time, we are party to intellectual property- related litigations and proceedings that are expensive and time consuming to defend, and, if resolved adversely, could materially adversely impact our business, financial condition, and results of operations. We may become party to disputes from time to time over rights and obligations concerning our intellectual property or intellectual property held by third parties, and we may not prevail in these disputes. Companies on the internet, technology, and social media industries are frequently involved in litigation based upon allegations of infringement of intellectual property rights, unfair competition, invasion of privacy, defamation, and other violations of other parties' rights. Many companies in these industries, including many of our competitors, have substantially larger intellectual property portfolios than we do (and substantially more resources), which could make us a target for litigation as we may not be able to assert counterclaims against parties that sue us for infringement, misappropriation, or other violations of patent or other intellectual property rights. In addition, various " non- practicing entities " that own patents and other intellectual property rights often attempt to assert claims to extract value from technology companies. Given that these patent holding companies or other adverse intellectual property rights holders typically have no relevant product revenue, our own issued or pending patents and other intellectual property rights may provide little or no deterrence to these rights holders in bringing intellectual property rights claims against us. From time to time we receive claims from third parties which allege that we have infringed upon their intellectual property rights, and we have also been a party to several patent infringement litigations from such third parties. Further, from time to time we may introduce new products and services, product features and services, including in areas where we currently do not have an offering, which could increase our exposure to patent, trademark, and other intellectual property claims from competitors and non- practicing entities. In addition, some of our agreements with third- party partners require us to indemnify them for certain intellectual property claims asserted against them, which could require us to incur considerable costs in defending such claims and may require us to pay significant damages in the event of an adverse ruling. Such third- party partners may also discontinue their relationships with us because of injunctions or otherwise, which could result in loss of revenue and adversely impact our business operations. In addition, although we try to ensure that our employees and consultants do not use the proprietary information or know- how of others in their work for us, we may be subject to claims that we or our employees or consultants have inadvertently or otherwise used or disclosed intellectual property, including trade secrets, software code or other proprietary information, of a former employer or other third parties. Litigation may be necessary to defend against these claims and, if we fail in defending any such claims, in addition to paying monetary damages, we may lose valuable intellectual property rights or personnel. Furthermore, although we generally require our employees and contractors who may be involved in the conception or development of intellectual property to execute agreements assigning such intellectual property to us, we may be unsuccessful in executing such an agreement with each party who, in fact, conceives or develops intellectual property that we regard as our own. Moreover, any such assignment of intellectual property rights may not be self- executing, the assignment agreements may be breached or the agreements may not effectively assign ownership of relevant intellectual property rights to us, and we may be forced to bring claims against third parties, or defend claims that they may bring against us, to determine the ownership of what we regard as our intellectual property. As we face increasing competition and develop new products and services, we expect the number of patent, trademark, and other intellectual property claims against us may grow. There may be intellectual property or other rights held by others, including issued or pending patents, trademarks, that cover significant aspects of our products and services, and we cannot be sure that we are not infringing or violating, and have not infringed or violated, any third- party intellectual property rights or that we will not be held to have done so or be accused of doing so in the future. Any litigation of this nature, regardless of outcome or merit, could result in substantial costs and diversion of management and technical resources. Some of our competitors have substantially greater resources than we do and can sustain the costs of complex intellectual property litigation to a greater degree and for longer periods of time than we could. The outcome of any litigation is inherently uncertain, and there can be no assurances that favorable final outcomes will be obtained

in all cases. In addition, third parties may seek, and we may become subject to, preliminary or provisional rulings during any such litigation, including potential preliminary injunctions requiring us to cease some or all of our operations. We may decide to settle such lawsuits and disputes on terms that are unfavorable to us or that require us to make material changes to our business. Similarly, if any litigation to which we are a party is resolved adversely, we may be subject to an unfavorable judgment that may not be reversed upon appeal, including being subject to a permanent injunction and being required to pay substantial monetary damages, including treble damages and attorneys' fees, if we are found to have willfully infringed a party's intellectual property rights. The terms of such a settlement or judgment may require us to cease some or all of our operations or pay substantial amounts to the other party. In addition, we may have to seek a license to continue practices found to be in violation of a third-party's rights. If we are required or choose to enter into royalty or licensing arrangements, such arrangements may not be available on reasonable terms, or at all, and may significantly increase our operating costs and expenses. Such arrangements may also only be available on a non-exclusive basis such that third parties, including our competitors, could have access to the same licensed technology to compete with us. As a result, we may also be required to develop or procure alternative non-infringing technology **or product or feature names or other brand identifiers**, which could require significant effort, time and expense or discontinue use of the technology ~~or practices~~, **or product or feature names or other brand identifiers**, which could negatively affect the user experience or may not be feasible. There also can be no assurance that we would be able to develop or license suitable alternative technology **or product or feature names or other brand identifiers** to permit us to continue offering the affected products or services. If we cannot develop or license alternative technology **or product or feature names or other brand identifiers** for any allegedly infringing aspect of our business, we would be forced to limit our products and services and may be unable to compete effectively. Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation, there is a risk that some of our confidential information could be compromised by disclosure during this type of litigation. Any of the foregoing, and any unfavorable resolution of such disputes and litigation, would materially and adversely impact our business, financial condition, and results of operations. We may fail to adequately protect our intellectual property rights or to prevent third parties from making unauthorized use of such rights, and our registered intellectual property is subject to challenge. Our intellectual property is a material asset of our business, and our success depends in part on our ability to protect our proprietary rights and intellectual property. For example, we heavily rely upon our trademarks, designs, copyrights, and related domain names, social media handles, and logos to market our brand and to build and maintain brand loyalty and recognition. We rely upon patented and patent-pending proprietary technologies and trade secrets, as well as a combination of laws, and contractual restrictions, including confidentiality agreements with employees, customers, users, suppliers, affiliates, and others, to establish, protect, and enforce our various intellectual property rights. For example, we have generally registered and continue to apply to register and renew, or secure by contract where appropriate, trademarks and service marks as they are developed and used, and reserve, register, and renew domain names and social media handles as we deem appropriate. If our trademarks and trade names are not adequately protected, then we may not be able to build and maintain name recognition in our markets of interest and our business may be adversely affected. In addition, effective intellectual property protection may not be available or may not be sought in every country in which our products and services are made available, or in every class of goods and services in which we operate, and contractual disputes may affect the use of marks governed by private contract. Our registered or unregistered trademarks or trade names may be challenged, infringed, circumvented, declared generic, or determined to be infringing on other marks. Our competitors may also adopt trade names or trademarks like ours, thereby impeding our ability to build brand identity and possibly leading to market confusion. Similarly, not every variation of a domain name or social media handle may be available or be registered by us, even if available. The occurrence of any of these events could result in the erosion of our brand and limit our ability to market our brand using our various domain names and social media handles, as well as impede our ability to effectively compete against competitors with similar technologies or products and services, any of which could materially adversely affect our business, financial condition, and results of operations. We cannot guarantee that our efforts to obtain and maintain intellectual property rights are adequate, **or** that we have secured, or will be able to secure, appropriate permissions or protections for all of the intellectual property rights we use or rely on. Even in cases where we seek intellectual property registration or other protections, there is no assurance that the resulting registration, issuance or other protection will effectively protect every significant **aspect or** feature of our products and services. Moreover, even if we can obtain intellectual property rights, any challenge to our intellectual property rights could result in them being narrowed in scope or declared invalid or unenforceable. In addition, third parties may also knowingly or unknowingly infringe our proprietary rights, third parties may challenge proprietary rights held by us, and pending and future trademark and patent applications may not be approved. Other parties may also independently develop technologies **or brands** that are substantially similar or superior to ours and we may not be able to stop such parties from using such independently developed technologies **or brands** from competing with us. These circumstances make it challenging for us to protect our intellectual property rights and may materially adversely impact our business. In addition, our intellectual property rights and the enforcement or defense of such rights may be affected by developments or uncertainty in laws and regulations relating to intellectual property rights. Moreover, many companies have encountered, and may in the future encounter, significant problems in protecting and defending intellectual property rights in foreign jurisdictions, particularly in emerging markets. The legal systems of some foreign jurisdictions may not favor the enforcement of patents, **trademarks**, trade secrets, and other intellectual property protection, which could make it difficult for us to stop the infringement, misappropriation, or other violation of our intellectual property or marketing of competing products and services in violation of our intellectual property rights generally. We also may be forced to bring claims against third parties to determine the ownership of what we regard as our intellectual property or to enforce our intellectual property against infringement, misappropriation, or other violations by third parties. However, the measures we take to protect our intellectual property from unauthorized use by others may not be effective and there can be no assurance that our intellectual property rights

will be sufficient to protect against others offering products or services that are substantially similar or superior to ours and that compete with our business. We may not prevail in any intellectual property- related proceedings that we initiate against third parties. In addition, in any such proceedings or in proceedings before patent, trademark, and copyright agencies, our asserted intellectual property could be found to be invalid or unenforceable, in which case we could lose valuable intellectual property rights. Moreover, even if we are successful in enforcing our intellectual property against third parties, the damages or other remedies awarded, if any, may not be commercially meaningful. Regardless of whether any such proceedings are resolved in our favor, such proceedings could cause us to incur significant expenses and could disrupt our business and distract our personnel from their normal responsibilities. Accordingly, our efforts to enforce our intellectual property rights around the world may be inadequate to obtain a significant commercial advantage from the intellectual property that we develop or license. In addition, despite any measures we take to protect our intellectual property, our intellectual property rights may still not be protected in a meaningful manner, challenges to contractual rights could arise, or third parties could copy or otherwise obtain and use our intellectual property without authorization. The occurrence of any of these events could result in the erosion of our brand and limit our ability to market our products and services using our intellectual property, as well as impede our ability to effectively compete against competitors with similar technologies, any of which could adversely affect our business, financial condition, and results of operations. The occurrence of any of these or other factors could negatively affect our business, financial condition, and results of operations. We have obtained certain patents that are material to the operation of our applications, e. g., our patent titled “ Systems and methods for providing location- based cascading displays ” (the “ Cascade Patent ”). However, we cannot offer any assurances that the Cascade Patent or any other patent we may obtain in the future may be found valid or enforceable if challenged or otherwise threatened by third parties. Any successful opposition to these patents or any other patents owned by or, if applicable in the future, licensed to us could deprive us of rights necessary for the successful commercialization of products and services that we may develop. Since patent applications in the United States and most other countries are confidential for a period of time after filing (in most cases 18 months after the filing of the priority application), we cannot be certain that we were the first to file on the technologies covered in several of the patent applications related to our technologies or products and services. Furthermore, a derivation proceeding can be provoked by a third party, or instituted by the United States Patent and Trademark Office (“ USPTO ”), to determine who was the first to invent any of the subject matter covered by the patent claims of our applications. Patent law can be highly uncertain and involve complex legal and factual questions for which important principles remain unresolved. In the United States and in many international jurisdictions, policy regarding the breadth of claims allowed in patents can be inconsistent and / or unclear. The United States Supreme Court and the Court of Appeals for the Federal Circuit have made, and will likely continue to make, changes in how the patent laws of the United States are interpreted. Similarly, international courts and governments have made, and will continue to make, changes in how the patent laws in their respective countries are interpreted. We cannot predict future changes in the interpretation of patent laws by United States and international judicial bodies or changes to patent laws that might be enacted into law by United States and international legislative bodies. Moreover, in the United States, the Leahy- Smith America Invents Act, or the Leahy- Smith Act, enacted in September 2011, brought significant changes to the United States patent system, including a change from a “ first to invent ” system to a “ first to file ” system. Other changes in the Leahy- Smith Act affect the way patent applications are prosecuted, redefine prior art and may affect patent litigation. The USPTO developed new regulations and procedures to govern administration of the Leahy- Smith Act, and many of the substantive changes to patent law associated with the Leahy- Smith Act became effective on March 16, 2013. The Leahy- Smith Act and its implementation could increase the uncertainties and costs surrounding the prosecution of our patent applications and the enforcement or defense of our issued patents, which could have a material adverse effect on our business and financial condition. Our use of “ open- source ” software could subject our proprietary software to general release, adversely affect our ability to sell our products and services, and subject us to possible legal action. From time to time, we make software source code and other technology we develop available for licensing under open- source licenses. In addition, we or third parties include open- source software in connection with a portion of our products and services, and we expect to continue to use open- source software in the future. Open- source software is generally licensed by its authors or other third parties under open- source licenses. From time to time, companies that use third- party open- source software have faced claims challenging the use of such open- source software and requesting compliance with the open- source software license terms. Furthermore, from time to time, we may face claims from others challenging our use of open- source software, claiming ownership of, or seeking to enforce the license terms applicable to such open- source software, including by demanding release of the open- source software, derivative works, or the proprietary source code that we have developed using such software. We may also be subject to suits by parties claiming ownership of what we believe to be open- source software or claiming non- compliance with the applicable open- source licensing terms. These claims could result in litigation and could require us to make our software source code freely available, seek licenses from third parties to continue offering our products and services for certain uses, or cease offering the products and services associated with the open- source software unless and until we can re- engineer them to avoid infringement, any of which may materially adversely affect our business, financial condition, and results of operations. In addition, if the license terms for the open- source code change, we may be forced to re- engineer our software or incur additional costs, which could be very costly. Moreover, the terms of many open- source licenses to which we are subject have not been interpreted by U. S. or foreign courts. Accordingly, we face a risk that open- source software licenses could be construed in a manner that imposes unanticipated conditions or restrictions on our ability to market or provide our products and services. In addition, the use of third- party open- source software typically exposes us to greater risks than the use of third- party commercial software because open- source licensors generally do not provide warranties or controls on the functionality or origin of the software. Use of open- source software may also present additional security risks because the public availability of such software may make it easier for hackers and other third parties to determine how to compromise our platform. If the use of third- party cookies or other tracking technology is rejected by our users, restricted by third parties

outside of our control, or otherwise subject to unfavorable regulation, our performance could be negatively impacted and we could incur **significant** revenue loss. We employ a number of technologies that collect information, **including personal data**, about our users, **to which consumers are becoming increasingly resistant**. For instance, we use third- party Software Development Kits (“ SDKs ”) within our Grindr App. SDKs are industry- standard technology which allows app developers to develop applications for specific platforms- **platform** SDKs also allow app developers to enhance app functionality and offer features such as advertising, account creation via third- party platforms (e. g., Login with Google), and user analytics. Similar to SDKs on our mobile app, we utilize small text files, commonly referred to as “ cookies, ” placed through a browser on a user’ s machine, which corresponds to a data set that we keep on our servers, to gather relevant data when users **Users** visit our website. Our cookies collect personal information regarding the user’ s visits and experiences, such as location- based information about the user’ s device through the use of our cookies and other tracking technologies. We use these technologies to provide a more seamless user experience and collect, aggregate and / or detect and prevent irregular or fraudulent activities. However, users may delete or block cookies in their internet browsers, and users can decline consent for certain non- essential SDKs via our mobile consent management platform (“ CMP ”). **Our business is materially reliant on revenue from behavioral, interest- based, or tailored advertising (collectively, “ targeted advertising ”), but delivering targeted advertisements is becoming increasingly difficult due to changes to our ability to gather information about user behavior through third party platforms, new laws and regulations, and consumer resistance. Major technology platforms on which we rely to gather information about consumers have adopted or proposed measures to provide consumers with additional control over the collection, use, and sharing of their personal data for targeted advertising purposes. For example, starting with iOS version 14, Apple has required app developers to ask users for their permission to track them or to access their device’ s advertising identifier (known as the IDFA). Additionally, Google has announced similar plans to adopt additional privacy controls on its Android devices to allow users to limit sharing of their data with third parties and to reduce cross- device tracking for advertising purposes.** In addition, companies such as Google have disclosed their intention to move away from third- party cookies to another form of persistent unique identifier, or ID- UID, to identify individual internet users or internet- connected devices, and other browsers, such as Firefox and Safari, have already adopted similar measures. **If our- In addition, legislative proposals and present laws and regulations regulate the use of cookies cannot function- and other tracking technologies, electronic communications, and marketing. For example, in the European Economic Area (the" EEA") and the UK, regulators are increasingly focusing on compliance with requirements related to the targeted advertising ecosystem. European regulators have issued significant fines in certain circumstances where the regulators alleged that appropriate consent was not obtained in connection with targeted advertising activities. It is anticipated that the ePrivacy Regulation and national implementing laws will replace the current national laws implementing the ePrivacy Directive, which may require us to make significant operational changes. Additionally, in the United States, certain U. S. state laws, for example, grant residents the right to opt- out of a company’ s sharing of personal data for targeted advertising purposes, and require covered businesses to honor user- enabled browser signals, such as designed or companies the Global Privacy Control signal. Partially as a result of these developments, individuals are becoming increasingly resistant to the collection, use, and sharing of personal data to deliver targeted advertising. Individuals are now more aware of options related to consent, “ do not track ” mechanisms (such as use shared IDs across the entire ecosystem, then- the Global Privacy Control signal), and “ ad- blocking ” software to prevent the collection of their personal data for targeted advertising purposes. As a result, we may be required to change the way we market our products, and any of these developments or changes could materially impair our ability to reach new** recognize, record or track users could be **existing customers or otherwise** negatively affected, which may reduce the effectiveness of our services and marketing efforts. We may also experience challenges in obtaining appropriate consent to our use of cookies from users, which may adversely affect our operations and business. **Risks Related** In addition, we may not be able to develop or implement additional tools that compensate for the lack of data associated with cookies. Even if we are able to do so, such additional tools may be subject to further regulation **Regulation**, time consuming to develop or costly to obtain, and **Litigation** less effective than the current use of cookies, which may, in turn, materially and adversely affect our business, results of operations and financial condition. We have identified a material weakness in our internal control over financial reporting which, if not corrected, could affect the reliability of our consolidated financial statements, and have **Prior to other -- the completion of** adverse consequences. As discussed elsewhere in this Annual Report on Form 10- K, we completed the Business Combination **on in** November 18, 2022. **Prior to the Business Combination**, we were a special purpose acquisition company formed for the purpose of effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or other similar business combination with one or more operating businesses. **As a result, previously Previously** existing internal controls **are of the special purpose acquisition company were** no longer applicable or comprehensive enough **after the Business Combination** as **its** of the assessment date as our operations prior to the Business Combination were insignificant compared to those of the consolidated entity post- Business Combination. The design of internal controls over financial reporting for the Company post- Business Combination has required and will continue to require significant time and resources from management and other personnel. **As a result, management was unable, without incurring unreasonable effort or expense to conduct an assessment of our internal control over financial reporting as of December 31, 2022. Accordingly, we are excluding management’ s report on internal control over financial reporting pursuant to Section 215. 02 of the SEC Division of Corporation Finance’ s Regulation S- K Compliance & Disclosure Interpretations.** A material weakness is a deficiency or combination of deficiencies in internal control over financial reporting such that there is a reasonable possibility that a material misstatement of our consolidated financial statements would not be prevented or detected on a timely basis. As of December 31, **2023, management identified a material weakness within the internal controls related to the Company’ s payroll process. Specifically, we have not designed nor implemented controls related to the review and approval of changes within our**

human resources information system (including compensation increases, one time payroll payments, departmental changes, and other changes to employee details), the reconciliation of these changes to our payroll system, and adequately accruing for one time payroll payments in our general ledger system. In addition, as of December 31, 2022, a material weakness in our internal control over financial reporting was identified in relation to the accuracy and timeliness of our financial statement closing process. ~~As of December 31~~ In connection with the Business Combination, ~~2023, management concluded that this~~ we began to implement actions to remediate the material weakness ~~had been~~ and our planned measures include the following: • hiring additional personnel to bolster our accounting capabilities and capacity; • designing and implementing appropriate modules in our financial systems to automate manual reconciliations and calculations; and • evaluating, designing and implementing the internal controls and procedures with respect to the closing process, including the measures stated above, to limit human judgment and clerical errors and enhance adequacy of reviews to assure timely and accurate financial reporting. We believe all the remediation ~~remediated~~ efforts taken as a whole will result in comprehensive financial reporting reviews of the remediation steps we have taken. Our disclosure controls and procedures as of December 31, 2023 and 2022, respectively, were determined not to be effective at a reduction in manual processes to ensure a timely close and accurate financial reporting ~~reasonable assurance level because of the respective material weaknesses identified as of each of those dates~~. We However, we cannot assure you the measures we are taking to remediate the material weakness ~~identified as of December 31, 2023~~ will be sufficient or that ~~they~~ such measures will prevent future material weaknesses. Additional material weaknesses or failure to maintain effective internal control over financial reporting could cause us to fail to meet our reporting obligations as a public company and may result in a restatement of our financial statements for prior periods. If not remediated, ~~this the~~ material weakness ~~within the internal controls related to the Company's payroll process~~ could result in further material misstatements to our annual or interim consolidated financial statements that might not be prevented or detected on a timely basis, or in delayed filing of required periodic reports. If we are unable to assert that our internal control over financial reporting is effective, or if our ~~Independent Independent Registered registered Public public Accounting accounting Firm firm~~ is unable to express an unqualified opinion as to the effectiveness of the internal control over financial reporting, investors may lose confidence in the accuracy and completeness of our financial reports, the market price of the stock could be adversely affected, and we could become subject to litigation or investigations by the NYSE, the SEC, or other regulatory authorities, which could require additional financial and management resources. ~~We and other companies in the..... financial condition, and results of operations~~. Investments in our business may be subject to U. S. foreign investment regulations which may impose conditions on or limit certain investors' ability to purchase our stock, potentially making the stock less attractive to investors. Our future investments in U. S. companies may also be subject to U. S. foreign investment regulations. The Committee on Foreign Investment in the United States ("CFIUS") is an interagency body of the U. S. government authorized to review certain foreign investment transactions in U. S. businesses ("Covered Transactions") in order to determine the effect of such transactions on the national security of the United States. If a Covered Transaction could pose a risk to the national security of the United States, CFIUS can recommend that the President of the United States address such risks by suspending, prohibiting, or unwinding the transaction. CFIUS could also enter into a negotiated mitigation agreement with the parties to a Covered Transaction in order to address U. S. national security concerns raised by the Covered Transaction. As widely reported in media coverage, we have previously been the subject of CFIUS scrutiny in connection with a prior Covered Transaction. Certain investments in our business by foreign investors may be Covered Transactions subject to CFIUS jurisdiction for review depending on the nationality of the foreign investor, the structure of the transaction, and the governance and voting interests to be acquired. Submission of a notification to CFIUS with respect to a Covered Transaction related to our business could result in significant transaction delays, as CFIUS' review of a Covered Transaction can last between thirty days and several months, depending on the form of the filing, the complexity of the transaction, the nationality and identity of the parties, and the underlying national security risks associated with the Covered Transaction. In the event CFIUS reviews a Covered Transaction relating to our business, there can be no assurances that the relevant foreign investor will be able to maintain, or proceed with, participation in the Covered Transaction on terms acceptable to such foreign investor. Potential restrictions on the ability of foreign persons to invest in us could affect the price that an investor may be willing to pay for our shares of ~~our Common common Stock stock~~. In some circumstances, moreover, we may choose not to pursue certain investments or other transactions, which are otherwise attractive, solely or in part based on an evaluation of the associated CFIUS risks. The parties to the Merger Agreement sought CFIUS approval for the Business Combination. On March 6, 2023, CFIUS concluded its review of the Business Combination and determined that there are no unresolved national security concerns. As part of the resolution of the CFIUS review, we entered into a National Security Agreement ("NSA") with certain CFIUS monitoring agencies ("CMAs"). Pursuant to the NSA, we have agreed to protect our data, including by implementing a data security plan, appointing a security officer, and periodically meeting with and reporting to the CMAs. Our operating results may be negatively affected by increased compliance costs associated with the NSA measures and if we fail to comply with our obligations under the NSA, we may be subject to potential penalties. Our business is subject to complex and evolving U. S. and international laws and regulations. Many of these laws and regulations are subject to change or uncertain interpretation, and could result in claims, changes to our business practices, monetary penalties, increased cost of operations, declines in user growth or engagement, negative publicity, or other harm to our business. We are subject to a variety of laws and regulations in the U. S. and other jurisdictions that involve matters that may impact our business, including ~~internet and eCommerce, labor and employment, anti-discrimination, payments, whistleblowing and worker confidentiality obligations, product liability, intellectual property, broadband internet access, online commerce, advertising competition, user privacy, data protection-arbitration agreements and class action waiver provisions~~, content moderation, intermediary liability, online terms and agreements, protection of minors, consumer protection, ~~user safety, mobile application and website accessibility~~, sex trafficking, and taxation, among other areas. The introduction of new products and services, expansion of our activities in

certain jurisdictions, or other actions that we may take may subject us to additional laws, regulations, or other scrutiny by governmental agencies and other entities. In addition, foreign laws and regulations can impose different obligations or be more restrictive than those imposed upon us in the U. S., which may harm our business or subject us to liability. These U. S. federal, state, and municipal and foreign laws and regulations, which in some cases can be enforced by private parties in addition to government entities, are constantly evolving and can be subject to significant change. For example, as explained above, the Fight Online Sex Trafficking Act of 2017, or FOSTA, provides potential civil remedies for certain victims of online sex trafficking crimes. See “ **Business — Government Regulation** Risks Related to our Brand, Products and Services, and Operations — Inappropriate actions by certain of our users could be attributed to us and damage our brand or reputation, or subject us to regulatory inquiries, legal action, or other liabilities, which, in turn, could materially adversely affect our business. ” In addition, as explained above, the introduction of new products and services, expansion of our activities in certain jurisdictions, or other actions that we may take may subject us to additional laws, regulations, or other scrutiny by governmental agencies and other entities. The application, interpretation, and enforcement of these laws and regulations are often uncertain, particularly in the new and rapidly evolving industry in which we operate. In addition, these laws and regulations may be interpreted and applied inconsistently from state- to- state and country- to- country, and they may be inconsistent **with one another or** with our current policies and practices. These laws and regulations, as well as any associated inquiries, legal action, investigations, or any other government actions, may be costly to comply with and may delay or impede the development of new products and services, result in negative publicity, increase our operating costs, require significant management time and attention, and subject us to liability to remedies that may harm our business, including fines, demands, or orders that we modify or cease existing business practices. For example, a variety of laws and regulations govern the ability of users to cancel subscriptions and auto- payment renewals. Likewise, a variety of laws and regulations govern the application and enforcement of arbitration clauses and limitations on liability, like those set forth in our Terms and Conditions of Service. We have in the past and may in the future be subject to claims under a variety of U. S. and international laws and regulations that could materially adversely affect our business, financial condition, and results of operation. In addition, the promulgation of new laws or regulations, or the new interpretation of existing laws and regulations, that restrict or otherwise unfavorably impact our business, or our ability to provide our products and services , could require us to change certain aspects of our business and operations to ensure compliance, which could decrease demand for our products and services, reduce revenues, increase costs, and subject us to additional liabilities. For example, in February 2019, the Secretary of State for Digital, Culture, Media and Sport of the United Kingdom indicated in public comments that his office intends to inquire as to the measures utilized by online dating platforms to prevent access by underage users. In addition, in April 2019, the United Kingdom published proposed legislation which would establish a new regulatory body to establish duties of care for internet companies and to assess compliance with these duties of care. Under the proposed law, failure to comply could result in fines, blocking of services, and personal liability for senior management. There have also been calls for legislation to limit or remove the protections afforded technology platforms under the Communications Decency Act in the United States and under the e- Commerce Directive in the European Union. To the extent this or other initiatives require us to implement any new or more stringent measures, our business, financial condition, and results of operations could be materially adversely affected. In addition, concerns about harms **and from** the use of dating products and services and social networking platforms , **and the use of such products, services, and platforms** for such illegal and harmful conduct have produced and could continue to produce **future litigation,** legislation , or other governmental action. For example, in January 2020, the Committee on Oversight Subcommittee on Economic and Consumer Policy of the U. S. House of Representatives launched an investigation into the online dating industry’ s user safety policies, including certain of our practices relating to the identification and removal of registered sex offenders and underage individuals from our platforms. As set forth above, the United Kingdom and European Union have also been considering legislation on this topic, with the United Kingdom having released its Online Harms White Paper which resulted in the United Kingdom’ s Online Safety Bill, and the European Union introducing the Digital Services Act, which in each case, would expose platforms to similar or more expansive liability. See “ — Risks Related to Regulation and Litigation — The varying and rapidly evolving regulatory framework on privacy and data protection across jurisdictions could result in claims, changes to our business practices, monetary penalties, increased cost of operations, or declines in user growth or engagement, or otherwise harm our business. ” Any proposed **or actual litigation,** legislation , **regulation, or other governmental action** on these or other topics could expose **platforms us** to liability similar to existing legislation in other jurisdictions or, in some cases, more expansive liability . For instance, the Digital Services Act proposed in the European Union intends to limit or remove protections afforded to online platforms under the e- Commerce Directive. Likewise, proposed legislation in the United States, including the EARN IT Act, the PACT Act, the BAD ADS Act, and others, purport to limit or remove the critical protections provided to technology platforms under the Communications Decency Act, which protects technology platforms from civil liability for certain type of content and actions of the platform’ s users. The Federal Communications Commission (“ FCC ”) also is considering a Trump Administration petition to adopt rules limiting the protection available under the Communications Decency Act. There is no schedule for action by the FCC on the petition, although the Democratic members of the FCC, who now control its agenda, have indicated that they oppose the proposal. In addition, there are pending cases before the judiciary that may result in changes to the protections afforded to internet platforms, including a lawsuit by former President Trump that, if successful, would greatly limit the scope of the Communications Decency Act protections. If these proposed or similar laws are passed, if future legislation or governmental action is proposed or taken to address concerns regarding such harms, and if existing protections are limited or removed, changes could be required to our products and services that could restrict or impose additional costs upon the conduct of our business, subject us to additional liability, or cause users to abandon our products or services, any of which may materially adversely affect our business, financial condition, and results of operations . In addition, we depend on the ability of our users to access the internet. Many users receive internet access from companies that have significant market power

in the broadband and internet access marketplace, including incumbent telephone companies, cable companies, mobile communications companies, government-owned service providers, device manufacturers and operating system providers, any of which could take actions that degrade, disrupt, or increase the cost of user access to our products or services, which would, in turn, negatively impact our business. The adoption of any laws or regulations that adversely affect access to, or the growth, popularity, or use of, the internet, including laws governing internet restricting net neutrality, could decrease the demand for, or the usage of, our products and services and increase our cost of doing business, which would, in turn, negatively impact our business. **Moreover, the adoption of any laws or regulations that adversely affect the popularity or growth in use of the internet or our products and services, including laws or regulations that undermine open and neutrally administered internet access, could decrease user demand for our service offerings and increase our cost of doing business.** For example, **on multiple occasions,** the FCC has, in the past, adopted “open and later repealed net neutrality rules that bar internet rules” to prohibit mobile providers in the United States from impeding access to most content, or otherwise unfairly discriminating against content providers like us. These rules also prohibited mobile providers from entering into arrangements with specific **blocking or slowing down access to online** content providers for faster or better access over, **thereby protecting services like ours from such interference. The FCC’s actions follow changes in the composition of commissioners at the FCC. Currently, their** there data networks. While those are no federal net neutrality rules largely; however, **on October 19, 2023, the FCC sought comment on a proposal to readopt net neutrality rules essentially in the form they were repealed in an order adopted in December 2017-2018 . We cannot predict whether**, and that order generally was affirmed by a federal appeals court, petitions for **or when** reconsideration of the order remain pending at the FCC **will**, and Democratic control of the Executive Branch, Congress, and the FCC following the 2020 elections increases the likelihood of legislative or FCC action to reverse the 2017 decision or adopt new network **rules or the impact of any rules that may be adopted on our operations or business. Changes to party composition and control in Congress, statehouses, or state legislatures may create at least the possibility that Congress or states may enact laws on net** neutrality rules. In addition, a number of **though the prospects for such actions are uncertain. Certain** states have adopted or are adopting or considering legislation or executive actions that would regulate the conduct of broadband providers. **California** The European Union similarly requires equal access to internet content. If the FCC, Congress, the European Union, or the courts modify these open internet rules, mobile providers may be able to limit our users’ s ability to access our products and services or make our products and services a less attractive alternative to our competitors’ products and services. If that occurred, our business would be seriously harmed. Additionally, as part of its Digital Single Market initiative, the European Union may impose network security, disability access, or 911-like obligations on “over-the-top” services such as those provided by us, which could increase our costs and, in turn, negatively impact our business. Any of these developments may adversely affect our business, financial condition, and results of operations. Moreover, the adoption of any laws or regulations that adversely affect the popularity or growth in use of the internet or our products and services, including laws or regulations that undermine open and neutrally administered internet access, could decrease user demand for our service offerings and increase our cost of doing business. For example, in December 2017, the FCC adopted an order reversing net neutrality protections **law took effect in 2021** the United States, including the repeal of specific **and a similar law in Vermont is subject to a pending challenge but went into effect on April 20, 2022. We cannot predict whether future FCC net neutrality** rules against blocking, throttling or “paid prioritization” of content **other state initiatives will be enforced, modified, overturned, or services vacated by legal action** internet service providers. Numerous parties filed judicial challenges to the order, and on October 1, 2019, the United States Court of Appeals for the District of Columbia Circuit released a **court** decision that rejected nearly all of the challenges to the new rules, but reversed **federal legislation, or** the FCC **2**. **In addition, the status of state regimes may be affected by the FCC’s action** decision to prohibit all state and local regulation targeted at broadband internet service, requiring case-by-case determinations as to whether state and local regulation conflicts with the FCC’s rules. The court also required the FCC to reexamine three issues from the order but allowed the order to remain in effect, while the FCC conducted that review. On October 27, 2020, the FCC adopted an order concluding that the three issues remanded by the court did not provide a basis to alter its conclusions in the 2018 order. Petitions for reconsideration of this decision are pending. Democratic control of the Executive Branch, Congress, and the FCC following the 2020 elections increases the likelihood of legislative or FCC action to reverse the 2018 decision or adopt new network neutrality rules **proceeding**. **To** In addition, a number of states have adopted or are adopting or considering legislation or executive actions that would regulate the conduct of broadband providers. A federal court judge denied a request for injunction against California’s state-specific network neutrality law, and as a result, California began enforcing that law on March 25, 2021. On March 10, 2021, trade associations representing internet service providers appealed the district court’s ruling denying the preliminary injunction, and the appeal was denied on January 28, 2022. The trade associations have sought rehearing with the full court of appeal. Nevertheless, to the extent internet service providers engage in such blocking, throttling or “paid prioritization” of content, or engaged in similar actions because of the reversal of net neutrality protections, our business, financial condition, and results of operations could be materially adversely affected. In addition, concerns about various sorts of harms and the use of similar products and services and social networking platforms for illicit or otherwise inappropriate conduct, such as romance scams and financial fraud, could result in future legislation or other governmental action that affects the overall social networking industry. **See “**For example, in April 2018, FOSTA became effective in the U. S. FOSTA created new federal crimes against entities that operate websites that promote or facilitate sex trafficking, as well as civil remedies for certain victims of online sex trafficking crimes. In addition, FOSTA eliminated any immunity under the Communications Decency Act of 1996 from certain civil claims and state criminal prosecutions. U. S. legislators have proposed several additional bills that would reduce or eliminate platform liability protections. In addition, the European Union and the United Kingdom have launched consultations aimed at considering potential legislation to address online harms, and the United Kingdom has released an Online Harms White Paper regarding proposed legislation that would expose platforms to more expansive liability than FOSTA. If

these proposed laws are passed, or if future legislation or governmental action is proposed or taken to address concerns regarding these sorts of harms, changes could be required to our products and services that could restrict or impose additional costs upon our business **Business — Government Regulation** and / or cause users to abandon our products and services, and we may be subject to legal action. ” In addition, the international nature of our business exposes us to compliance obligations and related risks under economic sanctions, export controls and anti- corruption laws administered and enforced by **the U. S. and various other** governments . We are subject to rules and regulations of the United States and other jurisdictions relating to export controls and economic sanctions, including economic sanctions administered by the Office of Foreign Assets Control of the U. S. Department of the Treasury, as well as the Export Administration Regulations administered by the Bureau of Industry and Security of the U. S. Department of Commerce. Economic sanctions and export controls laws and regulations restrict the ability of persons subject to their jurisdiction to invest **investment** in, or otherwise engage **engaging** in dealings with or involving, certain individuals, entities, governments or countries (collectively, “ Sanction Targets ”), including individuals and entities resident, domiciled or incorporated in Cuba, Syria, North Korea, Iran or the Crimea Region, the so- called Donetsk People’ s Republic or Luhansk People’ s Republic located in Ukraine, unless such activities are authorized pursuant to regulatory authorizations or general or specific licenses. These regulations may limit our ability to market, sell, distribute, or otherwise transfer our products and services or technology to certain countries or persons. Changes in our products and services and technology or changes in export controls or economic sanctions laws and regulations may create delays in the introduction of our products and services into international markets or, in some cases, prevent the provision or expansion of our business and our products and services to or for certain countries, governments or persons altogether. Pursuant to the applicable economic sanctions and export controls laws and regulations of the United States and other relevant jurisdictions, we may be obliged to limit business activities, may incur costs in order to implement and maintain compliance programs, and may be subject to investigations, enforcement actions or penalties relating to actual or alleged instances of noncompliance with such laws and regulations. It may also be necessary for us to take certain actions in order to maintain compliance with, or satisfy obligations under, economic sanctions and export controls, which could have an adverse effect on the business and results of operation. We maintain policies and procedures **that which** we believe to be adequate and customary to support our compliance with applicable economic sanctions and export controls. We can provide no assurances, however, that our products and services are not provided inadvertently in violation of such laws, despite the precautions we take. We are also subject to the U. S. Foreign Corrupt Practices Act of 1977, as amended, (commonly known as the “ FCPA ”), the U. S. domestic bribery statute contained in 18 U. S. C. § 201, (commonly known as the U. S. Travel Act), the United Kingdom Bribery Act 2010 , (commonly known as the Bribery Act), and other anti- corruption, anti- bribery, and similar laws in the United States and other countries in which we conduct activities. Anti- corruption and anti- bribery laws generally prohibit companies and their employees, agents, intermediaries and other third parties from directly or indirectly promising, authorizing, making or offering improper payments or other benefits to government officials and others in the private sector. We may be held liable for the corrupt or other illegal activities of third- party business partners and intermediaries, or our employees, representatives, contractors, and other third parties, even if we do not explicitly authorize such activities. We maintain policies and procedures **that which** we believe to be adequate and customary to support our compliance with applicable anti- corruption and anti- bribery laws. However, there can be no assurance that our implementation of such policies and procedures will prevent , at all times, all Grindr employees, representatives, contractors, partners, agents, intermediaries or other third parties that we engage to interact with government officials or commercial counterparties on its behalf, from taking actions in the future in violation **violations** of our policies or applicable anti- corruption or anti- bribery laws and regulations. In recent years, U. S. and other governments have increased their oversight and enforcement activities with respect to these economic sanctions, export controls and anti- corruption laws and regulations and it is expected that the relevant agencies will continue to increase such investigative and enforcement activities. A violation of these laws or regulations, including through certain dealings with Sanction Targets, could result in severe criminal or civil penalties and reputational harm, which could negatively affect our business, financial condition, and results of operations. As discussed above, we process a significant volume of personal **data (including sensitive** information **about our users)** and other **regulated sensitive** information from our users, employees and other third parties. The many **Many** countries in which we operate impose numerous laws regarding data security, privacy, and the storage, sharing, use, processing, disclosure, and protection of this kind of information. In addition, the scope of these laws is constantly changing, and in some cases, they may be inconsistent, conflicting, and subject to differing interpretations, as new laws of this nature are proposed and adopted. At any time **a one of the numerous regulators- regulator** to which we are subject could argue that we are non-compliant with its country’ s data protection regulation or that we have not sufficiently operationalized all of our legal obligations with all such varying laws. In addition, these laws are becoming increasingly rigorous and could be interpreted and applied in ways that may have a material adverse effect on our business, financial condition, and results of operations. We **have experienced enforcement actions related to certain of these laws, we have ongoing enforcement actions related to certain of these laws, and future enforcement actions are likely also subject** to continue for the **other** foreseeable future **obligations regarding privacy and data protection, including our internal and external privacy policies and contractual obligations** . In recent years, there has been an increase in attention to and regulation of data protection and data privacy across the globe, including in the United States, the European Union and the United Kingdom. **We For example, we** are subject to the European Union’ s General Data Protection Regulation (“ GDPR ; ”), that became effective in May 2018 and the UK GDPR (i. e., the GDPR as it continues to form part of the law of the United Kingdom by virtue of section 3 of the EU (Withdrawal) Act 2018 and subsequently amended); the California Consumer Privacy Act , as amended by the California Privacy Rights Act (“ CPRA ”) (collectively, “ CCPA ”) , which took effect in January 2020; and the Brazilian General Data Protection Law (“ LGPD ”) ; which entered into effect in September 2020 and **China’ s Personal Information Protection Law of the P. R. C. (“ PIPL ”)** . **These laws** imposes **impose strict** requirements **for processing personal data** similar to the GDPR on products and **impose**

significant fines for violations services offered to users in Brazil. **For example,** LGPD penalties may include fines of up to 2 % of the organization's revenue in Brazil in the previous year or 50 million reais (approximately \$ 9.3 million U. S. dollars) ; In addition, China's Personal Information Protection Law of the P. R. C. ("PIPL **affords**"), which became effective in November 2021, has many aspects that are similar to the GDPR. The PIPL sets rules for the processing activities such as collection, use, sharing, transfer, and disclosure of personal information in China. If we fail to comply with the requirements of the PIPL, we could incur severe penalties, including a fine **fines** of up to RMB50 million or 5 % of our annual turnover in the preceding year and revocation of our license to do business in China ; **and,** Other comprehensive data privacy or data protection laws or regulations have been passed or are under consideration in other **the** jurisdictions, including India and Japan, as well as various U. S. states. Laws such as these give rise to an increasingly complex set of compliance obligations on us, as well as on many of our service providers. These obligations include, without limitation, imposing restrictions on our ability to gather personal data, providing individuals with the ability to opt out of personal data collection, imposing obligations on our ability to share data with others, and potentially subject us to fines, lawsuits, and regulatory scrutiny. The GDPR and the UK GDPR greatly increased the jurisdictional reach of the European Union and United Kingdom's laws and added a broad array of requirements related to the handling of personal data. Under the GDPR, European Union member states must enact, and many have enacted, certain implementing legislation that adds to and / or further interprets the GDPR's requirements and potentially extends our obligations and potential liability for failing to meet these obligations. The GDPR and the UK GDPR also include obligations and restrictions concerning the consent and rights of individuals to whom the personal data relates, the transfer of personal data out of the European Economic Area and the United Kingdom, security breach notifications, and the security and confidentiality of personal data more generally. In addition, individuals have a right to compensation under the GDPR and the UK GDPR for financial or non- financial losses. Under the GDPR and the UK GDPR we may be subject to fines of up to € 20 million / £ 17, 500, 000 or up to 4 % of the total worldwide annual group turnover of the preceding financial year (whichever is higher), as well as face claims from individuals based on the GDPR and UK GDPR's private right of action.

Other comprehensive data privacy or data protection laws or regulations have been passed or are under consideration in other jurisdictions, including India and Japan, as well as various U. S. states. Laws such as these give rise to an increasingly complex set of compliance obligations on us, as well as on many of our service providers. These obligations include, without limitation, imposing restrictions on our ability to gather personal data, providing individuals with the ability to opt out of certain personal data processing, imposing obligations on our ability to sell or share data with others, and potentially subject us to fines, lawsuits, and regulatory scrutiny. The GDPR and the UK GDPR includes obligations have been, and will continue **restrictions concerning the consent and rights of individuals** to whom personal be, interpreted respectively by European Union data **relates** protection regulators and the ICO, **the transfer of personal data out of the EEA** which may require that we make changes to our business practices, which could be time-consuming and **the** expensive, and could generate additional risks and liabilities. We are also subject to evolving European Union and United Kingdom privacy laws on cookies, **security breach notifications,** and e-marketing **the security and confidentiality of personal data more generally**. In **addition** the European Union and the United Kingdom, **individuals have a right** regulators are increasingly focusing on compliance with requirements in the online behavioral advertising ecosystem, and current national laws that implement the ePrivacy Directive are highly likely to be replaced by **compensation under the GDPR** an **and** EU regulation known as the **UK GDPR** ePrivacy Regulation which will significantly increase fines for **financial or non- financial losses** compliance when implemented. **To** In the European Union and the United Kingdom, informed consent is required for the placement of a cookie or similar technologies on a user's device and / or for the access to data stored on a user's device, and for direct electronic marketing. The GDPR and the UK GDPR also impose conditions on obtaining valid consent, such as a prohibition on pre-checked consents and a requirement to ensure separate consents are sought for each type of cookie or similar technology. While the text of the ePrivacy Regulation is still under development, a recent European court decision, regulators' recent guidance and recent campaigns by a not-for-profit organization are driving increased attention to cookies and tracking technologies. If regulators start to enforce the strict approach in recent guidance, this could lead to substantial costs, require significant systems changes, limit the effectiveness of our marketing activities, divert the attention of our technology personnel, adversely affect our margins, increase costs and subject us to additional liabilities. Regulation of cookies and similar technologies, and any decline of cookies or similar online tracking technologies as a means to identify and potentially target users, may lead to broader restrictions and impairments on our marketing and personalization activities and may negatively impact our efforts to understand users. We treat data protection and privacy, compliance seriously. However, to the extent we are determined to be not in compliance with the GDPR, UK GDPR or e- Privacy legislation, such determination could materially adversely affect our business, financial condition, and results of operations. Because we do not have a main establishment in the European Union, we are subject to inquiries from any of the EU **or EEA** data protection regulators. Over the last few years, we have received and responded to inquiries from the Norwegian Data Protection Authority ("**NDPA**"), the Spanish Data Protection Authority, the Slovenian Data Protection Authority, and the Austrian Data Protection Authority, among other non- EU data protection authorities, including the ICO and various U. S. regulators. For example, in January 2021, the **NDPA** Norwegian Data Protection Authority ("**Datatilsynet**") notified us of its preliminary decision that we had disclosed personal data to third parties without a legal basis in violation of Article 6 (1) GDPR and that we disclosed special categories of personal data to third parties without a valid exemption from the prohibition in Article 9 (1) GDPR. In **addition** **December 2021**, **NDPA issued** **Datatilsynet** notified us of their preliminary intent to impose an administrative fine for **against Grindr in these** **the amount** alleged violations of NOK 100 **65**, 000, 000 (approximately \$ **116**, 700 **176**, 300 **202** using the exchange rate as of **December 14, 2023**). **Grindr filed** We responded to the preliminary decision on March 8, 2021, by contesting the draft findings and **an** the proposed fine. On December 13, 2021, **Datatilsynet** issued a final administrative fine against us in the reduced amount of NOK 65, 000, 000 (approximately \$ 7, 375, 187.30). We submitted our appeal **brief with NDPA** to the

Datatilysnet's fine and decision on February 14, 2022. On December 7, 2022, NDPA upheld its fine and Grindr's appeal was sent to the NDPA for further consideration. The Norwegian Privacy Appeals Board (the "NPAB") issued its decision on September 29, 2023 in which it upheld NDPA's original decision and fine of NOK 65,000,000. On October 27, 2023, the Company filed suit in the Oslo District Court to overturn the NPAB's decision, including to eliminate the fine of NOK 65,000,000. At this time, there are uncertainties as to (i) whether or not the Oslo District Court will consider overturn our or uphold options as that matter unfolds. Although we are challenging the administrative NPAB's decision, (ii) whether the District Court's decision will be appealed by either or both parties and the outcome of such an appeal; and (iii) the ultimate amount of any fine imposed. The by Datatilysnet, the proceeding has caused us to incur significant expense, we have been the subject of negative publicity, and the existence of the proceeding has, and may continue to, negatively impact our efforts to retain existing users and add new users and deteriorated our relationships with advertisers and other third parties. The ultimate outcome of this proceeding may materially adversely affect our business, financial condition, and result of operations. In addition, the United Kingdom's exit from the European Union ("Brexit" (as defined below) and ongoing developments in the United Kingdom could result in the application of new data privacy and protection laws and standards to our activities in the United Kingdom and our handling of personal data of users located in the United Kingdom. The relationship between the United Kingdom and the European Union in relation to certain aspects of data protection law remains unclear, and it is unclear how UK data protection laws and regulations will develop in the medium to longer term, and how data transfers to the United Kingdom from the EEA will be regulated in the long term. For example, the UK's Data Protection and Digital Information Bill, containing proposals for the UK GDPR to diverge from the GDPR, was reintroduced to Parliament in March 2023. Further, though the European Commission has adopted an adequacy decision in favor of the United Kingdom, enabling data transfers from the EEA to the United Kingdom, the decision will automatically expire in June 2025 unless the European Commission re-assesses and renews / extends that decision, and remains under review by the Commission during this period. As a consequence of Brexit, we are exposed to two parallel regimes (the GDPR and the UK GDPR), each of which potentially authorizes similar, but separate, fines and other potentially divergent enforcement actions for the same alleged violations. Other countries have also passed or are considering passing laws requiring local data residency and / or restricting the international transfer of data. As set forth above, over the last few years, we have received and responded to inquiries from the ICO. Moreover where we need to perform a TIA and the SCCs, we IDTA or the Addendum may need become subject to stringent data localization or transfer requirements, particularly for any international data transfer, and we may be supplemented required to review and amend the legal mechanisms by which we make available or transfer personal data with additional safeguards, and / or start taking enforcement action third parties. As supervisory authorities issue further guidance on data export mechanisms, we could suffer additional costs, complaints and / or regulatory investigations or fines if our compliance efforts are not deemed sufficient with the most recent regulatory guidance on measures regarding supplement transfer tools. In addition, if we are otherwise unable to transfer personal data between and among countries and regions in which we operate and / or use key vendors, it could affect the manner in which we provide our solutions products and services, the geographical location or segregation of our relevant systems and operations, reduce demand for our solutions and this could adversely affect our financial results. In the event any court blocks direct collection of personal data or personal data transfers to or from a particular jurisdiction, this could give rise to operational interruption in the performance of services for customers, greater costs to implement permissible alternative data transfer mechanisms, regulatory liabilities, or reputational harm and negative publicity. Failure to comply with the evolving interpretation of privacy and data protection laws could subject us to liability, and to the extent that we need to alter our business model or practices to adapt to these obligations, or to respond to inquiries regarding our compliance with privacy and data protection laws, we could incur additional and significant expenses, which may in turn materially adversely affect our business, financial condition, and results of operations. In addition, multiple legislative proposals concerning privacy and the protection of user information are being considered by both U. S. state, local and federal legislatures. In the past few years, numerous and certain U. S. state states — including legislatures, such as California, Virginia, Colorado, Connecticut, Utah and Washington — have already passed and enacted privacy laws that impose certain obligations on legislation. For example, the CCPA requires covered companies to businesses, including provide providing new specific disclosures in privacy notices to California consumers (including employees), and provide affording residents with certain rights concerning their personal data. As applicable, such consumers new rights may include the right to access, correct, or delete certain personal data protection and privacy rights, and including the ability to opt- out of certain data processing activities sales of personal information. In addition, such as targeted advertising, profiling, and automated decision- making. The exercise of the these CCPA rights may impact our business and ability to provide our products and services. These state laws also allows- allow for statutory fines for noncompliance (For example, the CCPA applies to personal data of consumers, business representatives, and employees who are California residents, and requires businesses to provide specific disclosures in privacy notices and honor requests of California residents to exercise certain privacy rights. The CCPA provides for fines of up to \$ 7,500 per intentional violation and allows), as well as a private litigants affected by right of action for certain data breaches to seek to recover potentially significant statutory damages that result in the loss of personal information. This private right of action may increase the likelihood of, and risks associated with, data breach litigation. Moreover, the California Privacy Rights Act of 2020 ("CPRA"), which becomes operative on January 1, 2023 (with a look back for certain obligations to January 2022), will significantly modify the CCPA. For example, the CPRA will expand consumers' rights with respect to certain sensitive personal information, among other modifications. The CPRA also creates a new state agency that will be vested with the authority to implement and enforce the CPRA. New legislation proposed or enacted in various other U. S. states have been frequently amending existing imposes or has the potential to impose additional obligations on companies that collect, store, use, retain, disclose, transfer, and otherwise process sensitive and personal information, and will continue to shape the data privacy environment nationally. For

example, Virginia passed its Consumer Data Protection Act, Colorado passed the Colorado Privacy Act, and Utah passed the Utah Consumer Privacy Act, all of which differ from the CPRA and become effective in 2023. State laws are **requiring constant attention to ever-** changing rapidly **legal** and **regulatory requirements** there is discussion in Congress of a new federal data protection and privacy law, which if enacted, would be applicable to us. Moreover **In addition**, governmental agencies like the Consumer Financial Protection Bureau and the Federal Trade Commission have adopted, or are considering adopting, **laws and regulations concerning personal information data** and data security **and pursued enforcement actions and penalties against companies**. For example, the Federal Trade Commission has increased its focus on privacy and data security practices at digital companies, as evident from its imposition of a \$ 5 billion fine against Facebook for privacy violations and increasing fines against companies found to be in violation of the Children’s Online Privacy Protection Act (“ COPPA ”). ~~As discussed above~~ **We may in the future be the subject of similar other types of investigations or proceedings. Additionally, our employees and personnel use generative artificial intelligence (“ generative AI ”) technologies to perform their work, and the disclosure and use of personal data in generative AI technologies is subject to various privacy laws and other privacy obligations. Governments have passed and are likely to pass additional laws regulating generative AI. Our use of this technology could result in additional compliance costs, regulatory investigations and actions, and consumer lawsuits. If we are unable to use generative AI, it could make our business less efficient and result in competitive disadvantages. We use AI / ML to assist us in making certain decisions, which is regulated by certain privacy laws. Due to inaccuracies or flaws in the inputs, outputs, or logic of the AI / ML, the model could be biased and could lead us to make decisions that could bias certain individuals (or classes of individuals), and adversely impact their rights, employment, and ability to obtain certain pricing, products, services, or benefits. Moreover, we use AI / ML technologies in our products and services. The development and use of AI / ML present various privacy and security risks that may impact our business. AI / ML are subject to privacy and data security laws, as well as increasing regulation and scrutiny. Several jurisdictions around the globe, including Europe and certain U. S. states, have proposed or enacted laws governing AI / ML. For example, European regulators have proposed a stringent AI regulation, which will take direct effect across all EU member states if adopted, and we expect other jurisdictions will adopt similar laws. Additionally, certain privacy laws extend rights to consumers (such as the right to delete certain personal data) and regulate automated decision making, which may be incompatible with our use of AI / ML. These obligations may make it harder for us to conduct our business using AI / ML, lead to regulatory fines or penalties, require us to change our business practices, retrain our AI / ML, or prevent or limit our use of AI / ML. For example, the FTC has required other companies to turn over (or disgorge) valuable insights or trainings generated through the use of AI / ML where they allege the company has violated privacy and consumer protection laws. If we cannot use AI / ML or that use is restricted, our business may be less efficient, or we may be at a competitive disadvantage. The** myriad, overlapping **international foreign** and U. S. privacy and data breach laws are not consistent, and compliance in the event of a widespread data breach is difficult and may be costly. Moreover, states have been frequently amending existing laws, requiring constant attention to ever- changing legal and regulatory requirements. In addition to government regulation, privacy advocates and industry groups have from time to time proposed, and may in the future continue to propose, self- regulatory standards. These and other industry standards may legally or contractually apply to us, or we may elect to **comply with voluntarily follow** such standards ~~to keep pace with best practices in the industry~~. We expect that there will continue to be new proposed laws and regulations concerning data privacy and security, and we cannot yet determine the impact such future laws, regulations, and standards may have on our business. Because the interpretation and application of data protection laws, regulations, standards, and other obligations are still uncertain, and often contradictory and in flux, it is possible that the scope and requirements of these laws may be interpreted and applied in a manner that is inconsistent with our practices and our efforts to comply with the evolving data protection rules may be unsuccessful. ~~To the extent we are determined to be not in compliance with any U. S. laws, such determination could materially adversely affect our business, financial condition, and results of operations. In 2018 and 2019, after media reports regarding our data sharing practices, multiple State Attorneys General (the “ Multistate ”) informed us that they had opened investigations into our sharing of user- shared HIV status with two service providers that performed analytics services and helped us improve the user experience, and into our practices around the security and processing of user geolocation information. Since that time, we have responded to multiple requests for information and discontinued the sharing of user- shared HIV status. In October 2022, we were advised by the Multistate that the investigation had been closed without action and with no further action anticipated. While this particular investigation concluded in our favor, we may in the future be the subject of similar types of investigations or proceedings, which could result in substantial costs and a diversion of our management’s attention and resources. Any adverse determination of such investigation or proceeding may materially adversely affect our business, financial condition, and result of operations, particularly if penalties are levied.~~ We make public statements about our use and disclosure of personal **information data** through our Privacy Policy, information provided on our website, and through blog posts and press statements. Although we endeavor to comply with our blog posts, public statements, and documentation regarding our use and disclosure of personal **information data**, we may at times fail to do so or be alleged to have failed to do so. We may be subject to potential government or legal action if such policies or statements are found **(or perceived)** to be deceptive, unfair, or misrepresentative of our actual practices. In addition, from time to time, concerns may be expressed about whether our products and services compromise the privacy of our users and others. Any concerns about our data privacy and security practices (even if unfounded), or any failure, real or perceived, by us to comply with our posted privacy policies or with any legal or regulatory requirements, standards, certifications or orders, or other privacy or consumer protection- related laws and regulations applicable to us, could cause our users to reduce or stop their use of our products and services. While we **attempt** make great effort to comply with industry standards and applicable **obligations laws and regulations** relating to privacy and data protection ~~in all material respects~~, there can be no assurance that we will not be subject to claims that we have violated

such obligations applicable laws, regulations, or industry standards, that we will be able to successfully defend against such claims, or that we will not be subject to significant fines and penalties in the event of a finding of non-compliance with any applicable laws or industry standards. We have been subject to these types of claims in the past and we may be subject to additional claims in the future. Moreover, if state-level privacy and data protection laws continue to be introduced with inconsistent or conflicting standards and there is no federal law to preempt such laws, compliance with such laws could be difficult to achieve and noncompliance could lead to fines and penalties in these jurisdictions. Furthermore, enforcement actions and investigations by regulatory authorities related to data security incidents and privacy violations continue to increase. We have in the past received, and may continue to receive in the future, inquiries from various international and U. S. regulators regarding our data privacy practices, some of which remain ongoing. Any failure or perceived failure by us (or the third parties with whom we have contracted to process such information) to comply with applicable privacy and security laws, policies or related contractual obligations, or any compromise of security that results in unauthorized access, or the use or transmission of personal user information, could result in a variety of claims against us, including governmental enforcement actions and investigations, class action privacy litigation in certain jurisdictions or mass arbitration demands, audits, inquiries, whistleblower complaints, negative publicity, investigations, loss of export privileges, or severe criminal or civil sanctions, and / or proceedings by data protection authorities, among other potential legal action. We could also be subject to significant fines, other litigation, claims of breach of contract and indemnity by third parties, and negative publicity. When such events occur, our reputation may be harmed, we may lose current and potential users, the competitive positions of our brand might be diminished, and we could incur additional costs and expenses, any of which could materially adversely affect our business, financial condition, and results of operations. In addition, **Moreover, privacy activist groups have also previously provided, and may continue to provide, resources to support individuals who wish to pursue privacy claims or put pressure on companies to change data processing practices. High-profile brands such as ours risk being targeted by such groups and, due to the nature of the data that we hold, there is a risk that, if a user became disgruntled with our data processing practices are not consistent or viewed as not consistent with, they could leverage support from such privacy activist groups to take legal action, cause the initiation of regulatory requirements investigation, including or gain publicity for their cause. There is also a risk that these groups will seek to challenge in laws our practices, particularly in regulations --- relation to, and standards, or our new interpretations consent practices, third-party advertising practices, and / or international data transfers, among other data and privacy practices. Any such campaign could require significant resources to mount a response, it could disrupt or our applications of existing laws operations or distract management, regulations, and it could lead standards, we may become subject to audits, inquiries, whistleblower complaints, negative publicity, and potential investigations- investigation, loss of export privileges, or severe criminal or civil sanctions,** any of which may have a material adverse effect on our business, financial condition, and results of operations. We are, have been, and may from time to time become, subject to litigation and various legal proceedings that involve claims for substantial amounts of money or for other relief that might necessitate changes to our business or operations, including litigation and proceedings related to intellectual property matters, privacy and consumer protection laws, class action lawsuits, litigation by former employees, legal claims brought by our users, and other matters. In addition, we are, have been, and may from time to time become, subject to investigations or inquiries from regulators and government entities, both domestically and internationally **among other negative effects**, regarding our compliance with laws and regulations, many **any** of which are evolving and subject to interpretation. See “Risks Related to our Brand, Products and Services, and Operations—The varying and rapidly evolving regulatory framework on privacy and data protection across jurisdictions could result in claims, changes to our business practices, monetary penalties, increased cost of operations, or declines in user growth or engagement, or otherwise harm our business.” As set forth above, we have an ongoing regulatory inquiry before Datatilsynet and active civil litigation in the U. S. and internationally. As we continue to grow and expand our operations, we have been and expect to continue to be the subject of investigations, inquiries, data requests, actions, and audits in the U. S., Europe, or in other parts of the world, particularly in the areas of privacy, data protection, law enforcement, consumer protection, and competition. The defense of these actions is time consuming and expensive, disruptive to our operations, and a distraction for management. We evaluate these litigation claims and legal proceedings to assess the likelihood of unfavorable outcomes and to estimate, if possible, potential losses. Based on these assessments and estimates, we may establish reserves and / or disclose the relevant litigation claims or legal proceedings, as and when required or appropriate. These assessments and estimates are based on information available to management at the time of such assessment or estimation and involve a significant amount of judgment. As a result, actual outcomes or losses could differ materially from those envisioned by our current assessments and estimates. Our failure to successfully defend or settle any of these litigation or legal proceedings could result in liability that, to the extent not covered by our insurance, could have a material adverse **adversely effect affect** on our business, financial condition, and results of operations. We may be held liable for information or content displayed on, retrieved from, or transmitted over our platform, as well as interactions that result from the use of our platform. We have faced and may continue to face claims relating to information, **communications,** or content that is displayed on, retrieved from, or transmitted over our platform by our users or otherwise. In particular, the nature of our business exposes us to claims related to defamation, civil rights infringement, negligence, copyright or trademark infringement, invasion of privacy, discrimination, and personal injury, among other claims brought by users based upon interactions they have on or off the platform. Such proceedings have, and could cause us to incur significant expense, become the subject of negative publicity, and negatively impact our efforts to retain existing users or add new users as well as our relationships with advertisers and other third parties. The **EU Digital Services Act (“ DSA ”) requires us to further change our products, policies, and procedures. These new regulations create additional reporting obligations, oblige us to enhance our content moderation practices, update our internal procedures to allow users to notify illegal content and to create internal mechanisms to handle complaints. Failure to comply with the DSA**

obligations may result in fines up to 6 % of global turnover. Failure to comply with the DSA may result in fines of up to £ 18 million or 10 % of global turnover (whichever is higher). The risk of these or similar claims is enhanced in certain jurisdictions outside of the U. S. where our protection from liability for third- party actions may be unclear or nonexistent, where there are ~~decreased legislative~~ **limited or no** protections for the LGBTQ community, and where we may be less protected under local laws than we are in the U. S. We could incur significant costs in investigating and defending against claims arising from information displayed on, retrieved from, or transmitted over our platform, even if we ultimately are not held liable. If any of these events occurs, our revenue could be adversely affected, or we could incur significant additional expense, any of which could have a material adverse effect on our business, financial condition, and results of operations. Activities of our users or content made available by such users could subject us to liability, **including with respect to user safety**. We provide products and services that enable our users to exchange information and engage in various online activities, so our products and services include substantial user- generated content. For instance, users can provide information in their Grindr ~~App~~ **platform** public profiles, share images via their profile and in messages with other Grindr ~~App~~ **platform** users and generate audio and video messages. User content or activity may be infringing, illegal, hostile, offensive, unethical, or inappropriate or may violate our terms of service. We have in the past been, and may be in the future, subject to lawsuits arising from the conduct of our users, or subject to other regulatory enforcement actions relating to their contents or actions, **including conduct of our users occurring off of our platform but with alleged or actual connections to interactions on our platform**. Even if claims against us are ultimately unsuccessful, defending against such claims will increase our legal expenses and divert management' s attention from the operation of our business, which could materially and adversely impact our business and results of operations, and our brand, reputation, and financial results may be harmed. We and other intermediate online service providers rely primarily on two sets of laws in the U. S. to shield us from legal liability with respect to user activity. The Digital Millennium Copyright Act (" DMCA "), provides service providers a safe harbor from monetary damages for copyright infringement claims, provided that service providers comply with various requirements designed to stop or discourage infringement on their platforms by their users. Section 230 of the Communications Decency Act (" CDA "), protects providers of an interactive computer service from liability with respect to most types of content provided over their service by others, including users. Both the DMCA safe harbor and Section 230 of the CDA face regular calls for revision, including without limitation in a number of CDA reform bills currently being considered by legislators **and regulators**. Furthermore, recent litigation involving cloud hosting companies has created uncertainty with respect to the applicability of DMCA protections to companies that host substantial amounts of user content. **In addition, while the U. S. Supreme Court recently declined to limit the applicability of Section 230 in certain circumstances, there are other pending cases before the U. S. Supreme Court and other courts that may result in changes to the protections afforded to internet platforms that could greatly limit the scope of Section 230.** For these reasons and others, now or in the future, the DMCA, CDA, and similar provisions may be interpreted as not applying to us or may provide us with incomplete or insufficient protection from claims. We do not fully **or immediately** monitor ~~the all user contents~~ **content** or activities of ~~on~~ **our users platform**, so inappropriate content may be posted or **shared and problematic activities executed may occur** before we are able to take protective action, which could subject us to legal liability. Even if we comply with legal obligations to remove or disable content, we may continue to allow use of our products or services by individuals or entities who others find hostile, offensive, or inappropriate. The activities or content of our users may lead us to experience adverse political, business and reputational consequences, especially if such use is high profile. Conversely, actions we take in response to the activities of our users, up to and including banning them from using our products, services, or properties, may harm our brand and reputation **or subject us to legal liability**. In addition to liability based on our activities in the United States, we may also be deemed subject to laws in other countries that may not have the same protections or that may impose more onerous obligations on us, which may impose additional liability or expense on us, including additional theories of intermediary liability. For example, in 2019, the European Union approved a copyright directive that will impose additional obligations on online platforms, and failure to comply could give rise to significant liability. Other recent laws in Germany (extremist content), Australia (violent content), India (intermediary liability) and Singapore (online falsehoods), as well as other new similar laws, may also expose cloud- computing companies like us to significant liability. We may incur additional costs to comply with these new laws, which may have an adverse effect on our business, results of operations, and financial condition. Potential litigation could expose us to claims for damages and affect our operations. Online applications are subject to various laws and regulations relating to children' s privacy and protection, which, if violated, could subject us to an increased risk of litigation and regulatory actions. In recent years, a variety of laws and regulations have been adopted aimed at protecting children ~~using the internet' s data~~, including ~~the~~ COPPA, **California' s Age Appropriate Design Code, the CCPA, other U. S. state comprehensive privacy and social media laws, the UK Age Appropriate Design Code,** and Article 8 of the GDPR and the UK GDPR. **These laws impose various obligations on companies that process children' s data, including requiring certain consents to process such data and extending certain rights to children and their parents with respect to that data. Some of these obligations have wide ranging applications, including for services that do not intentionally target child users (defined in some circumstances as a user under the age of 18 years old). These laws have been or may be subject to legal challenges and changing interpretations, which may further complicate our efforts to comply with these laws. Additionally, several states have enacted laws regulating social media companies and platforms. These laws, such as the Utah Social Media Regulation Act, seek to limit social media companies from, among other things, displaying and targeting advertising to accounts held by minors (defined as those under 18) and provide certain rights to parents with respect to data of their children and access to social media platforms. These laws may be subject to legal challenges, and the attendant heightened scrutiny associated with processing certain children' s data on social media platforms may lead to increased compliance costs and obligations on us.** We implement certain precautions designed to prevent minors from gaining access to our product and services, and we use a combination of human and automated tooling **designed** to identify and

block accounts that may be associated with minors. Despite these and other measures, minors may gain access to our products and services and there can be no assurances that the measures we take will be sufficient to eliminate minors' potential access which could result in allegations of COPPA and related violations, which could expose us to significant liability, penalties, reputational harm, and loss of revenue, among other things. We have been in the past, and may be in the future, subject to litigation or allegations relating to our products and services being accessed by minors. Additionally, a number of new laws and regulations are being considered in various jurisdictions to require the monitoring of user content or the verification of users' identities and age on social networking and online dating platforms. Any such new laws or regulations, or changes to existing laws or regulations, could fundamentally change the experience of users on our platform, many of whom are discreet and choose not to share their identify or a picture of their face on our platform; reduce demand for our products and services; limit our ability to attract, retain, and monetize users; increase the cost of our operations and expose us to significant liability, penalties, reputational harm, and loss of revenue, among other things. Our policy and practice are that when we learn that Child Sexual Abuse Materials ("CSAM") have been transmitted on the platform, we ban the relevant user (s), remove the content, and submit a report to the National Center for Missing and Exploited Children. However, we may not always identify circumstances in which CSAM is transmitted on the platform or successfully ban all relevant user (s). We are subject to taxation-related risks in multiple jurisdictions and may have exposure to greater than anticipated tax liabilities. We are a U. S.- based multinational company subject to taxes in multiple jurisdictions. The determination of our worldwide provision for income taxes and foreign other tax liabilities requires some judgment. Although we believe that our estimates are reasonable and consistent with the tax laws in the jurisdictions in which we operate, the ultimate tax outcome may differ from obligations are based on our corporate operating structure and third party and intercompany arrangements, including the amounts recorded in way we develop, value, manage, protect and use our financial statements intellectual property and the valuations of our intercompany transactions. The tax laws applicable to our international business activities, including the laws of the U. S., Canada and other jurisdictions, are also subject to change and uncertain interpretation. The taxing authorities of the jurisdictions in which we operate may challenge our methodologies for valuing developed technology, intercompany arrangements, or transfer pricing, which could increase our worldwide effective tax rate and the amount of taxes we pay and seriously harm our business. In addition, our future income taxes could be adversely affected by earnings being lower than anticipated in jurisdictions that have lower statutory tax rates and higher than anticipated in jurisdictions that have higher statutory tax rates, by changes in the valuation of our deferred tax assets and liabilities, or by changes in tax laws, regulations, or accounting principles. Taxing authorities may also determine that the way we operate our business is not consistent with how we report our income, which could increase our effective tax rate and the amount of taxes we pay and harm our business. We are subject to regular review and audit by U. S. federal and state and foreign tax authorities. Any adverse outcome from a review or audit could have a negative effect on our business, financial condition, results of operation and cash flows. In addition, tax laws are frequently being re- examined and evaluated globally. New laws and interpretations of the law are considered for financial statement purposes in the quarter or year in which they become applicable. Tax authorities are increasingly scrutinizing the tax positions of companies. Many countries in the European Union, as well as several other countries and organizations such as the Organization for Economic Cooperation and Development and the European Commission, are actively considering changes to existing tax laws that, if enacted, could increase our tax obligations in countries where we conduct our business. These proposals include changes to the existing framework to calculate income taxes, as well as proposals to change or impose new types of non- income taxes, such as taxes based on a percentage of revenue. For example, several countries in the European Union have proposed or enacted taxes applicable to digital services, which includes business activities on social media platforms and online marketplaces and would likely apply to our business. Many questions remain about the enactment, form, and application of these digital services taxes. The interpretation and implementation of the various digital services taxes (especially if there is inconsistency in the application of these taxes across tax jurisdictions) could have a materially adverse impact on our business, results of operations, and cash flows. For example, recently published Treasury Regulations **Risks Related to Our Indebtedness** The credit agreement governing our revolving credit facility and term loan contains restrictive covenants which may limit or our eliminate the availability operating flexibility. As of foreign tax December 31, 2023, we had total outstanding indebtedness (net) of approximately \$ 340. 6 million, consisting of outstanding borrowings under our senior secured credits credit facilities. In November 2023, we refinanced our prior debt with a new \$ 300. 0 million senior secured term loan and \$ 50. 0 million senior secured revolving credit facility. See " MD & A- Liquidity and Capital Resources – Senior Secured Credit Facility " for more information some or all of any digital services taxes we pay in non- on U. S. jurisdictions, thereby increasing our overall tax burden. Moreover, if the U. S., Canada or our new debt facility other foreign tax authorities change applicable tax laws, our overall taxes could increase, and our business, financial condition or results of operations may be adversely impacted. The 2023 In addition, the determination of our worldwide provision for income taxes and other tax liabilities requires significant judgment by management, and there are many transactions where the ultimate tax determination is uncertain. Although we believe that our estimates are reasonable and consistent with the tax laws in the jurisdictions in which we conduct our business, the ultimate tax outcome may differ from the amounts recorded in our financial statements and our positions may be challenged by jurisdictional tax authorities, any of which may materially affect our financial results in the period or periods for which such determination is made. Therefore, our future income tax obligations could be volatile and difficult to predict. **Credit Agreement** (due to changes in tax laws, regulation or accounting principles. Because we conduct business in the United Kingdom and the European Union, we face risks associated with the potential uncertainty and disruptions related to the withdrawal of the United Kingdom from the European Union, commonly referred to as defined in " Management' s Discussion Brexit. " Although the United Kingdom and Analysis of Financial Condition the European Union have entered into a trade and Results of cooperation Operations agreement (the " Trade and Cooperation Agreement ") requires compliance ;

the long-term nature of the United Kingdom's relationship with the European Union following the Brexit and the implementation and application of the Trade and Cooperation Agreement remain uncertain, including with respect to volatility in exchange rates and interest rates, disruptions to the free movement of data, goods, services, people and capital between the United Kingdom and the European Union, and potential material changes to the regulatory regime applicable to our operations in the United Kingdom. The uncertainty concerning the United Kingdom's future legal, political, and economic relationship with the European Union could adversely affect political, regulatory, economic, or market conditions in the European Union, the United Kingdom and worldwide, and could contribute to instability in global political institutions, regulatory agencies, and financial markets. These developments, or the perception that any of them could occur, have had, and may continue to have, a material adverse effect on global economic conditions and the stability of global financial markets, and they could significantly reduce global market liquidity and limit the ability of key market participants to operate in certain financial **covenants consisting of markets. Brexit could also lead to a period of considerable maximum total net leverage ratio and minimum fixed charge coverage ratio, and contains uncertainty certain customary restrictive covenants regarding indebtedness** in relation to the United Kingdom financial and banking markets, **liens** as well as to the regulatory process in Europe. Asset valuations, currency **fundamental** exchange **changes** rates, and credit ratings may also be subject **investments, restricted payments, disposition of assets, transactions with affiliates, hedging transactions, certain prepayments of indebtedness, amendments to increased market volatility organizational documents and sale and leaseback transactions**. As a result of Brexit **these covenants**, we may also face **be limited as to how we conduct business, and we may be unable to raise additional debt or equity financing to take advantage of new regulatory costs business opportunities. Our failure to comply with the restrictive or financial covenants described above, if not cured or waived, could result in us being required to repay these borrowings before their due date. In addition, substantially all of our assets are subject to liens securing our term loan and revolving credit facility. If amounts outstanding under the term loan or revolving credit facility were accelerated, our lenders could foreclose on these liens and we could lose substantially all of our assets. Additionally, the lenders are not obligated to fund any new borrowing under the credit agreement while and an challenges event of default is continuing. Any event of default under the 2023 Credit Agreement that governs our term loan and revolving credit facility** could have a material adverse effect on our operations. For example, as of January 1, 2021, the United Kingdom lost the benefits of global trade agreements negotiated by the European Union on behalf of its members, which may result in increased trade barriers that could make our ability to conduct business in areas that are subject to such global trade agreements more difficult. In addition, Brexit could lead to legal uncertainty and potentially divergent national laws and regulations as the United Kingdom determines which laws of the European Union to replace or replicate. For example, Brexit could lead to potentially divergent laws and regulations, such as with respect to data protection and data transfer laws, that could be costly and difficult for us to comply with. There may continue to be economic uncertainty surrounding the consequences of Brexit that adversely impact customer confidence resulting in customers reducing their spending budgets on our services. While we continue to monitor these developments, the full effect of Brexit on our operations is uncertain and our business, financial condition, and results of operations could be materially and adversely affected.

Risks Related to Our Indebtedness Our indebtedness could materially adversely affect our financial condition, our ability to raise additional capital to fund our operations, operate our business, react to changes in the economy or our industry, meet our obligations under our outstanding indebtedness, including significant operating and financial restrictions imposed on us by our debt agreements, and it could divert our cash flow from operations for debt payments. As of December 31, 2022, we had total outstanding indebtedness (net) of approximately \$ 360.6 million, consisting of outstanding borrowings under our senior secured credit facilities. In November 2022, we incurred an additional \$ 170.8 million in indebtedness under the senior secured credit facilities. See Note 11 to our consolidated financial statements for the year ended December 31, 2022 included elsewhere in this Annual Report on Form 10-K for further information. In June 2020, as part of San Vicente Holdings LLC's ("SVH") indirect acquisition of approximately 98.6% interest in Legacy Grindr (and its subsidiaries) from Kunlun Grindr Holdings Limited ("Kunlun"), San Vicente Acquisition LLC, an indirect subsidiary of SVH ("SV Acquisition") agreed to pay what, after adjustments provided for in the acquisition agreement, amounted to a \$ 230.0 million deferred consideration payment liability to Kunlun, payable on the second and third anniversary of the closing date (the "Deferred Payment"). In connection with the acquisition, SV Acquisition assigned the obligations for the Deferred Payment to Legacy Grindr, and subsequently, through a series of assumption agreements, SV Acquisition re-assumed the obligations for the Deferred Payment. In June 2022, Legacy Grindr declared a distribution of \$ 83.3 million to its members, including an affiliate of SV Acquisition, on a pro rata basis. Legacy Grindr paid this distribution in June and July 2022. SV Acquisition's affiliate, San Vicente Group Holdings LLC ("SV Group Holdings"), received its ratable share of this distribution, being \$ 75.0 million, and distributed that amount through intermediate holding companies to SV Acquisition, which then paid such amount to Kunlun in partial satisfaction of the Deferred Payment obligation, thereby reducing such obligation to \$ 155.0 million. The cash transfer to Kunlun was effected by Legacy Grindr at the instruction of SV Group Holdings. The Deferred Payment obligation was fully repaid within ten (10) business days of Closing. See the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations—Financing Arrangements" that appears elsewhere in this Annual Report on Form 10-K for further information. The obligations under the Credit Agreement are subject to automatic acceleration upon a voluntary or involuntary bankruptcy event of default, and are subject to acceleration at the election of the lenders upon the continuance of any other event of default, including a material adverse change in the business, operations or conditions of the Company. The Credit Agreement that governs our senior secured credit facilities imposes significant operating and financial restrictions on us. These restrictions will limit our ability and/or the ability of our subsidiaries to, among other things: • incur or guarantee additional debt; • incur certain liens; • effect change of control events; • make certain investments; • make certain payments or other distributions; • declare or pay dividends; • enter into transactions with affiliates; • prepay, redeem or repurchase any subordinated indebtedness or enter into amendments to

certain subordinated indebtedness in a manner materially adverse to the lenders; and • transfer or sell assets. In addition, the Credit Agreement requires us to maintain a total leverage ratio of no greater than 3.25 to 1.00. As a result of these and other restrictions, we may be limited as to how we conduct business, and we may be unable to raise additional debt or equity financing to compete effectively or to take advantage of new business opportunities. The terms of any future indebtedness that we may incur could also include similar or more restrictive covenants. We cannot assure you that we will be able to maintain compliance with these covenants in the future and, if we fail to do so, that we will be able to obtain waivers from the lenders and / or amend the covenants. Our failure to comply with the restrictive or financial covenants described above, as well as the terms of any future indebtedness could result in an event of default, which, if not cured or waived, could result in us being required to repay these borrowings before their due date. If we are forced to refinance these borrowings on less favorable terms or if it is unable not possible to refinance these borrowings, our business, financial condition, and results of operations could be materially adversely affected. Furthermore, we may be able to incur substantial additional indebtedness in the future. The terms of the credit agreements governing our indebtedness limit, but do not prohibit, us from incurring additional indebtedness, and the additional indebtedness incurred in compliance with these restrictions could be substantial. These restrictions will also not prevent us from incurring obligations that do not constitute “Indebtedness” as defined in the agreements governing our indebtedness. If new indebtedness is added to our current debt levels, the related risks that we now face could intensify. The obligations under the Credit Agreement are subject to automatic acceleration upon a voluntary or involuntary bankruptcy event of default, and are subject to acceleration at the election of the lenders upon the continuance of any other event of default, including a material adverse change in the business, operations or conditions of the Company. A default interest rate of an additional 2.0% per annum will apply on all outstanding obligations during the occurrence and continuance of an event of default. The Credit Agreement includes restrictive non-financial and financial covenants, including the requirement to maintain a total leverage ratio no greater than 3.25:1.00. See the section titled “Management’s Discussion and Analysis of Financial Condition and Results of Operations — Financing Arrangements” that appears elsewhere in this Annual Report on Form 10-K for further information. Risks Related to Ownership of our Securities We have a limited operating history and, as a result, our past results may not be indicative of future operating performance. As explained above, our management team has limited history working together, which makes it difficult to forecast our future results. See “— Risks Related to our Brand, Products and Services, and Operations — We have grown rapidly in recent years and certain members of our management team have joined us recently. If we are unable to manage our operations or growth effectively, our brand, company culture, and financial performance may suffer.” You should not rely on our past annual or quarterly operating results as indicators of future performance. In addition, you should consider and evaluate our prospects in light of the risks and uncertainties frequently encountered by companies in rapidly evolving markets like ours, as well as the information included elsewhere in this Annual Report on Form 10-K. Our reported financial results may be adversely affected by changes in accounting principles generally accepted in the United States. Generally accepted accounting principles in the United States are subject to interpretation by the Financial Accounting Standards Board (“FASB”), the American Institute of Certified Public Accountants, the SEC and various bodies formed to promulgate and interpret appropriate accounting principles. A change in these principles or interpretations could have a significant effect on our reported financial results, and could affect the reporting of transactions completed before the announcement of a change. There is no guarantee that our warrants Warrants will be in the money at the time they become exercisable, and they may expire worthless. The exercise price for our warrants, which consist of certain private placement warrants, public warrants and warrants originally issued to certain equity holders equity holders of Legacy Grindr (collectively, the “Warrants”) is \$ 11.50 per warrant. The We believe the likelihood that warrant holders will exercise their warrants, and therefore the amount of cash proceeds that we would receive, is dependent upon the trading price of our Common common Stock stock. If the trading price for of our Common common Stock stock is less than \$ 11.50 per share, we believe holders of our Warrants will be unlikely to exercise their warrants. There is no guarantee that the Warrants will be in the money following the time they become exercisable and prior to their expiration, and as such, the warrants Warrants may expire worthless. Our stock price may be volatile and stockholders may be unable to sell shares at or above the price at which they purchased them. From the date of our Business Combination until March 7, 2024, our closing stock price ranged from \$ 4.65 per share to \$ 36.50 per share. The requirements market price of being a public company may strain our resources, divert management’s attention common stock could be subject to wide fluctuations in response to the risk factors listed in this section and others beyond our control. Further, stock markets may experience extreme price and volume fluctuations that can affect our ability to attract and retain executive management and qualified board members. As a public company, we are subject to the reporting requirements of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), the listing standards of NYSE and other the applicable market prices of equity securities rules and regulations. The requirements of these These fluctuations can be unrelated rules and regulations will continue to increase our or disproportionate to legal, accounting and financial compliance costs, make some activities more difficult, time-consuming, and costly, and place significant strain on our personnel, systems and resources. Furthermore, several members of our management team do not have prior experience in running a public company. The Exchange Act requires, among other the things, that we file annual, quarterly and current reports with respect to our business and results of operations operating performance. As a result of the those complexity involved in complying with the rules and regulations applicable to public companies, our management’s attention may be diverted from other business concerns, which could harm our business, results of operations and financial condition. Although we have already hired additional employees to assist us in complying with these requirements, we may need to hire more employees in the future or engage outside consultants, which will increase our operating expenses. In addition, changing laws, regulations and standards relating to corporate governance and public disclosure are creating uncertainty for public companies, increasing legal and financial compliance costs and making some activities more time-consuming. These laws, regulations and standards are subject to varying interpretations, in many cases due to their lack of specificity, and, as a

result, their application in practice may evolve over time as new guidance is provided by regulatory and governing bodies. This could result in continuing uncertainty regarding compliance matters and higher costs necessitated by ongoing revisions to disclosure and governance practices. We intend to invest substantial resources to comply with evolving laws, regulations and standards, and this investment may result in increased general and administrative expenses and a diversion of management's time and attention from business operations to compliance activities. If our efforts to comply with new laws, regulations and standards differ from the activities intended by regulatory or governing bodies due to ambiguities related to their application and practice, regulatory authorities may initiate legal proceedings against us and our business may be harmed. We also expect that being a public company that is subject to these new rules and regulations will make it more expensive for us to obtain director and officer liability insurance, and we may be required to accept reduced coverage or incur substantially higher costs to obtain coverage. These factors could also make it more difficult for us to attract and retain qualified members of our board - **broad market** of directors (the "Board"), particularly members who can serve on our audit committee, and qualified executive officers. As a result of the disclosure obligations required of a public company, our business and financial condition will become more visible, which may result in an **and industry fluctuations** increased risk of threatened or actual litigation, including by competitors and other third parties. If such claims are successful, our business, results of operations and financial condition would be harmed, and even if the claims do not result in litigation or are resolved in our favor, these claims, and the time and resources necessary to resolve them, would divert the resources of our management and harm our business, results of operations and financial condition. We have incurred and expect to continue to incur significantly increased costs and devote substantial management time as a result of operating as a public company. As a public company, we will incur significant legal, accounting and other expenses that we would not incur as a private company. For example, we are subject to the reporting requirements of the Exchange Act, and are required to comply with the applicable requirements of the Sarbanes-Oxley Act and the Dodd-Frank Wall Street Reform and Consumer Protection Act, as well as rules and regulations of the SEC and NYSE, including the establishment and maintenance of effective disclosure and financial controls, changes in corporate governance practices and required filing of annual, quarterly and current reports with respect to our business and results of operations. Any failure to develop or maintain effective controls or any difficulties encountered in their implementation or improvement could harm our results of operations or cause us to fail to meet our reporting obligations. Our compliance with these requirements increases our legal and financial compliance costs and makes some activities more time-consuming and costly. In addition, our management and other personnel need to divert attention from operational and other business matters to devote substantial time to these public company requirements. In particular, we incur significant expenses and devote substantial management effort toward ensuring compliance with the requirements of Section 404 of the Sarbanes-Oxley Act, which will increase when we are no longer an emerging growth company. We are in the process of hiring additional accounting personnel and, as a public company, may need to hire additional accounting and financial staff with appropriate public company experience and technical accounting knowledge and may need to establish an internal audit function. Operating as a public company makes it more expensive for us to obtain director and officer liability insurance, and we may be required to accept reduced coverage or incur substantially higher costs to obtain same or similar coverage. This could also make it more difficult for us to attract and retain qualified people to serve on our Board, board committees or as executive officers. NYSE may be unable to maintain the listing of our securities on NYSE, which could limit investors' ability to make transactions in our securities and subject us to additional trading restrictions. In connection with the Business Combination, in order to continue to obtain the listing of our securities on NYSE, we were required to demonstrate compliance with NYSE's initial listing requirements, which are more rigorous than NYSE's continued listing requirements. Although we successfully had our securities listed on NYSE, we may be unable to maintain the listing of its securities in the future. If we fail to maintain our listing, and if NYSE or another national securities exchange ceases to list our securities on its exchange, our shareholders could face significant material adverse consequences, including: • a limited availability of market quotations for our securities; • reduced liquidity for our securities; • a determination that our Common Stock is a "penny stock" which will require brokers trading our Common Stock to adhere to more stringent rules and possibly result in a reduced level of trading activity in the secondary trading market for our securities; • a limited amount of news and analyst coverage; and • a decreased ability to issue additional securities or obtain additional financing in the future. The National Securities Markets Improvement Act of 1996, which is a federal statute, prevents or preempts the states from regulating the sale of certain securities, which are referred to as "covered securities." If our securities are no longer listed on the NYSE, such securities would not qualify as covered securities and we would be subject to regulation in each state in which it offers its securities because states are not preempted from regulating the sale of securities that are not covered securities. The price of our securities may be volatile. The price of our securities may fluctuate due to a variety of factors, including: • changes in the industry in which we operate; • the success of competitive services or technologies; • developments involving our competitors; • regulatory or legal developments in the United States and other countries; • developments or disputes concerning our intellectual property or other proprietary rights; • the recruitment or departure of key personnel; • actual or anticipated changes in estimates as to financial results, development timelines or recommendations by securities analysts; • variations in our financial results or those of companies that are perceived to be similar to us; • general economic, industry **political** and market conditions, such as the effects of the COVID-19 pandemic, the 2022 mpox outbreak, recessions, interest rates - **rate changes or**, inflation, international currency fluctuations, **could harm** political instability and acts of war or terrorism; and • the other factors described in this "Risk Factors" section. These market and industry factors may materially reduce the market price of our Common **common** Stock **stock** regardless of our operating performance, including our businesses acquired in the Business Combination. Future resales -- **sales** of our Common **common** Stock **stock** and / or Warrants **warrants** or the perception of such sales, in particular by our directors, officers, and significant stockholders, **could cause the market price for our securities to decline. Resales of significant volumes of our securities** may cause the market price of our securities to drop significantly, even if our business is doing well. Pursuant to that certain Amended and

Restated Registration Rights Agreement entered into at Closing by and among Grindr, the Sponsor, the independent directors of Tiga and certain former members of Grindr (the “A & R Registration Rights Agreement”), the Sponsor and Tiga’s founders, including their respective affiliates, are contractually restricted from selling or transferring any shares of Common Stock (the “Lock-up Shares”), other than (i) any transfer to an affiliate of a holder, (ii) distribution to profit interest holders or other equity holders in such holder or (iii) as a pledge in a bona fide transaction to third parties as collateral to secure obligations under lending arrangements with third parties. Such restrictions began at Closing and end on the earliest of (i) 365 days after the date of the Closing; (ii) the first day after the date on which the closing price of the Common Stock equals or exceeds \$ 12.00 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any 20 trading days within any 30 trading day period commencing at least 150 days after the date of the Closing; or (iii) the date on which we complete a liquidation, merger, capital stock exchange, reorganization or other similar transaction that results in all of our public shareholders having the right to exchange their Common Stock for cash, securities or other property. However, following the expiration of such lockup, the Sponsor and Tiga’s founders, including their respective affiliates, will not be restricted from selling shares of our Common Stock and / or Warrants held by them, other than by applicable securities laws. Additionally, neither the forward purchase shareholders nor the Legacy Grindr unitholders party to the A & R Registration Rights Agreement will be restricted from selling any of their shares of Common Stock following the closing of the Business Combination. As such, sales of a substantial number of shares of our common stock in the public market could occur at any time. These sales of a substantial number of shares of our common stock in the public market, in particular sales, or the perception in the market that the holders of a large number of shares intend to sell shares, could reduce the market price of our Common Stock. The Lock-up Shares may be sold after the expiration of the applicable lock-up period under the A & R Registration Rights Agreements. As restrictions on resale end and registration statements (filed after the Closing to provide for the resale of such shares from time to time) are available for use, the sale or possibility of sale of these shares could have the effect of increasing the volatility in our share price or the market price of our Common Stock could decline if the holders of currently restricted shares sell them or are perceived by the market as intending to sell them. In addition, we may issue additional shares of our Common Stock or our directors other equity securities without the approval of investors, officers, which would reduce investors’ proportionate ownership interests and may depress the market price of our Common Stock. Sales of our Common Stock and / or Warrants or the perception of such sales, by us or by significant stockholders, in the public market or otherwise, could cause the market price for our securities to decline, even though certain significant stockholders would still realize a profit on sales at lower prices. Resales of the significant volumes of our securities may cause the market price of such securities to drop significantly, even if our business is doing well. We have previously filed a Registration Statement on Form S-1 (the “Prospectus”) in order to register the resale under the Securities Act of the Common Stock and certain warrants held by certain holders, including the founders of Tiga, certain affiliates of Tiga and the Legacy Grindr unitholders. We will not receive any of the proceeds from such sales, except with respect to amounts received by us upon exercise of warrants, which depends on the relative price of our Common Stock and the extent to which such warrants are exercised for cash. If the warrants are out of the money, the warrant holders may not exercise their warrants. The sale of our Common Stock in the public market or otherwise or the perception that such sales could occur, could harm the prevailing market price of our Common Stock. These sales, or the possibility that these sales may occur, also might depress the market price of our Common Stock and could impair our ability to sell additional equity securities in the future at a time and at a price that we deem appropriate. Resales of our directors Common Stock may cause the market price of our securities to drop significantly, even if our business is doing well. In addition, certain significant stockholders hold a disproportionately large portion of our outstanding Common Stock. For example, our two largest stockholders, G. Raymond Zage, III and James Fu Bin Lu, who are also our two largest stockholders and together beneficially own approximately 72.8% of our issued and outstanding common stock as of March 7, 2024, are able to sell all of their securities held for so long as the Prospectus is in effect, subject to any applicable lock-up restrictions. Such restrictions began at the Closing and end on the earliest of (i) 365 days after the date of the Closing; (ii) the first day after the date on which the closing price of the Common Stock equals or exceeds \$ 12.00 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any 20 trading days within any 30 trading day period commencing at least 150 days after the date of the Closing; or (iii) the date on which we complete a liquidation, merger, capital stock exchange, reorganization or other similar transaction that results in all of our public stockholders having the right to exchange their Common Stock for cash, securities or other property. See “— Future resales of our Common Stock and / or Warrants may cause the market price of our securities to drop significantly, even if our business is doing well” in this “Risk Factors” section and “Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters” in this Annual Report on Form 10-K for more information on lock-up restrictions. Even if the trading price of our common stock falls to or significantly below the current trading price, the significant stockholders Mr. Zage and Mr. Lu, as founders of Tiga, may still have an incentive to sell and profit due to the nominal purchase prices paid by them such significant stockholders, which are were significantly lower than the purchase prices paid by other securityholders. Certain of our significant stockholders acquired the Common Stock at prices that are significantly lower than the current trading price of our Common Stock. The founders of Tiga paid approximately \$ 0.0036 per share for each share of common stock and \$ 1.00 per private placement warrant for each private placement warrant being offered pursuant to. Resales by either of Mr. Zage or Mr. Lu, or the perception that they Prospectus. While such stockholders may sell, could have experienced a positive rate of return based on the current trading effect of increasing the volatility in our share price or could cause the market price of our securities to drop significantly, even if our business is doing well. In addition, 72,006,333 shares of our Common Stock and 2,503,762 warrants beneficially owned by Mr. Zage, 38,425,923 shares of our

common stock and 1,336,124 warrants beneficially owned by Mr. Lu, as well as 17,668,261 shares of our common stock and 614,351 warrants owned by other securityholders may not experience have been pledged to certain lenders in connection with a similar rate certain financing arrangement (collectively the “Pledged Securities”). If the parties to the financing arrangement breach certain covenants or obligations in the financing arrangement, an event of return default or maturity of the loans could result and the lenders could exercise their right to accelerate all of the debt under the financing arrangement and foreclose on the Pledged securities Securities. In addition, they the purchased due lenders could seek to sell all or differences in the purchase prices and the trading price at the time of such sales. Additionally, a portion of the Pledged Securities our or otherwise dispose of such interests. Because the Pledged Securities collectively represent a majority of the combined voting power of our Common common Stock stock, the occurrence of including Common Stock held by Messrs. Zage and an event of default or foreclosure, and a subsequent sale of all, or substantially all of the Pledged Securities could result in a change of control of the Company, even when such a change may not be in the best interests of our stockholders. Mr. Lu has recently informed us that he may sell or otherwise dispose of approximately \$115 million worth of shares of our common stock in the near term in connection with repayment of the term loan for which shares of our common stock are pledged. In addition subject to a lock-up and restricted from immediate resale; however, we may issue additional upon expiration of their respective lock-up periods, the sale of shares of such our Common common Stock stock or the other perception that such sales may occur equity securities without the approval of investors, which could would cause reduce investors’ proportionate ownership interests and may depress the market price of our Common common Stock stock to drop significantly. We may be subject to securities litigation, which is expensive and could divert management attention. The market price of our securities may be volatile and, in the past, companies that have experienced volatility in the market price of their securities have been subject to securities class action litigation. We may be the target of this type of litigation in the future. Securities litigation against us could result in substantial costs and divert management’s attention from other business concerns, which could seriously harm our business. Reports published by analysts or the ceasing of publication of research or reports about us, including projections in those reports that differ from our actual results, could adversely affect the price and trading volume of our securities. Securities research analysts may establish and publish their own research and reports, including periodic projections, for our stock, and the trading market for our stock will be influenced by such research and reports or the lack thereof. These research and reports may vary widely and may not accurately predict the results we actually achieve. Our share price may decline if its actual results do not match the projections of these securities research analysts. Similarly, if one or more of the analysts who write reports on Grindr downgrades our stock or publishes inaccurate or unfavorable research about our business, our stock price could decline. If one or more of these analysts ceases coverage of Grindr or fails to publish reports on Grindr regularly, our securities price or trading volume could decline. While we expect research analyst coverage to continue, if analysts cease to continue coverage of Grindr, we could use visibility in the financial markets, and the market price and volume for our securities could be adversely affected. We do not intend to pay cash dividends for the foreseeable future. We intend to retain our future earnings, if any, to finance the further development and expansion of our business and do not intend to pay cash dividends in the foreseeable future. Any future determination to pay dividends will be at the discretion of our Board and will depend on our financial condition, results of operations, capital requirements and future agreements and financing instruments, business prospects and such other factors as our Board deems relevant. As a result, you may not receive any return on an investment in our Common Stock unless you sell our Common Stock for a price greater than that which you paid for it. General Risk Factors A downturn in the global economy or other adverse macroeconomic disruptions, especially in the U. S. and Europe, where a substantial majority of our revenue is generated could adversely harm impact our business. Our performance depends, at least in part, on global economic conditions and their impact on levels of spending by our subscribers and advertisers. A decline in general economic conditions, including but not limited to recent inflationary movements, especially in the U. S. and Europe, where we generate a substantial majority of our revenue, may adversely affect levels of consumer discretionary spending, the demands for our products and services, as well as advertising expenditures, any of which could materially adversely affect our business, financial condition, and results of operations. In addition, given the cyclical nature of the global economy, a recessionary period may occur in the future, which could negatively affect our business, financial condition, and results of operations. The ongoing U. S.- China trade tension and other international diplomatic issues, as well as geopolitical conflicts, including the military conflict involving Russia and Ukraine and the war involving Israel and Hamas, and the economic sanctions imposed on Russia, present additional uncertainties for the U. S. and global economies. In addition, the Company’s operations and access to capital may be impacted by disruptions to the banking system and financial market volatility resulting from bank failures, particularly in light of the recent events that have occurred with respect to SVB. There can be no assurances that future economic conditions in the U. S. or elsewhere around the world will be favorable to our business. Our employees could engage in misconduct that materially adversely affects us. Our employees could engage in misconduct that could have a materially adverse effect on us. We may not be able to prevent or detect misconduct by our employees, either personal or in the course of their duties on behalf of us, and the precautions we take to prevent and detect this activity may not be effective. See “—Risks Related to Regulation and Litigation—Online applications are subject to various laws and regulations relating to children’s privacy and protection, which if violated, could subject us to an increased risk of litigation and regulatory actions.” If any of our employees were to engage in or be accused of misconduct, we could be exposed to legal liability, negative publicity, our business and reputation could be materially adversely affected, and we could fail to retain key employees. See “—Risks Related to our Brand, Products and Services, and Operations—Unfavorable media coverage could materially and adversely affect our business, brand, or reputation.”