

## TERMS OF SERVICE

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Welcome to ***TatkalMatrimony.com***

**గమనిక:**తత్కాల్ మ్యాట్రీమోని వివాహ వేదిక మాత్రమే. ప్రకటనదారులకు సంబంధించి యెట్టి హామీలకు ఈ వేదిక సాక్ష్యం కాదు. ఈ వేదికలో వచ్చే ప్రకటనల సాధ్యాసాధ్యాలు, వధూవరుల వివరాలను పెండ్లి పెద్దలు స్వయముగా వెళ్లి పరిశీలించిన తరువాత నిర్ణయాలు తీసుకోవాలి. బ్యాంక్ అకౌంట్ల ద్వారా డబ్బు ట్రాన్స్ఫర్/డిపాజిట్ చేయవద్దు. కావున పాఠకులు ఈ విషయాన్ని గమనించి మీకు తగిన సంబంధాన్ని నిర్ణయించుకోండి.

We, **SHAREATOPIC ONLINE SERVICES**, a registered partnership firm under the provisions of the Indian Partnership Act 1932, having its registered office at **“I-59/2,Edulapuram, Khammam (Rural), Khammam-Telangana”**.

Represented by its partners, hereinafter referred to as the **“Firm”** (where such expression shall, unless repugnant to the context thereof, be deemed to include its respective legal heirs, representatives, administrators, permitted successors and assigns).

The Firm ensures steady commitment to your usage of the Platform and privacy with regard to the protection of your invaluable information. This document contains information about the Website ***tatkalmatrimony.com*** (hereinafter referred to as the **“Platform”**)

This document is an electronic record in terms of the Information Technology Act, 2000 and rules there under pertaining to electronic records as applicable and amended. This electronic record is generated by a computer system and does not require any physical or digital signatures.

This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and the terms and conditions for access or usage of ***www.tatkalmatrimony.com*** (the **“Website”**).

You understand and acknowledge that the Firm acts as an "Intermediary" as defined under clause (1) sub-clause (w) of Section 2 of the Information Technology Act, 2000. Platform is a brand owned by the Company which owns, retains and has complete rights in the domain name.

For the purpose of these Terms of Use (“**Terms**”), wherever the context so requires,

- a. “*We*”, “*Our*”, and “*Us*” shall mean and refer to the Domain and/or the Firm, as the context so requires.
- b. “*You*”, “*Your*”, “*Yourself*”, “*User*”, shall mean and refer to natural and legal individuals who use the Platform and who is competent to enter into binding contracts, as per Indian laws.
- c. “*Services*” shall include providing a platform for connecting potential brides and grooms with an intent of finding matrimonial alliances. The detailed explanation shall be provided in Clause 3 of these Terms of Use.
- d. “*Third Parties*” refer to any Platform, Firm or individual apart from the User, and the creator of this Platform. It shall include such payment gateways as partnered by the Firm.
- e. The term “*Platform*” refers to the Website/Domain created by the Firm which provides the Client to avail services of the Firm using the Platform.
- f. **The headings of each section in these Terms are only for the purpose of organizing the various provisions under these Terms in an orderly manner and shall not be used by either Party to interpret the provisions contained herein in any manner. Further, it is specifically agreed to by the Parties that the headings shall have no legal or contractual value.**
- g. The use of this Platform by the Users is solely governed by these Terms as well as the Privacy Policy and other policies as listed on the Platform, and any modifications or amendments made thereto by the Firm, from time to time, at its sole discretion. If you continue to access and use this Platform, you are agreeing to comply with and be bound by the following Terms and Conditions of Use and Our Privacy Policy. The User expressly agrees and acknowledges that these Terms and Policy are co-terminus in nature and that expiry/termination of either one will lead to the termination of the other.
- h. The User unequivocally agrees that these Terms and the aforementioned Policy constitute a legally binding agreement between the User and the Firm, and that the User shall be subject to the rules, guidelines, policies, terms, and conditions applicable to any service that is provided by the Platform, and that the same shall be deemed to be incorporated into these Terms, and shall be treated as part and parcel of the same. The User acknowledges and agrees that no signature or express act is required to make these Terms and the Policy binding on the User and that the

User's act of visiting any part of the Platform constitutes the User's full and final acceptance of these Terms and the aforementioned Policy.

- i. The Firm reserves the sole and exclusive right to amend or modify these Terms without any prior permission or intimation to the User, and the User expressly agrees that any such amendments or modifications shall come into effect immediately. The User has a duty to periodically check the terms and stay updated on its requirements. If the User continues to use the Platform following such a change, the User will be deemed to have consented to any and all amendments/modifications made to the Terms. In so far as the User complies with these Terms, it is granted a personal, non-exclusive, non-transferable, revocable, limited privilege to access and use the Platform and the Services. If the User does not adhere to the changes, You must stop using the Services at once. Your continued use of the Services will signify your acceptance of the changed terms.

## **2. REGISTRATION**

- a. Registration is mandatory for the Users to access the Services provided by the Firm through the Platform. Users shall register themselves on the Platform by providing information including but not limited to personal information such as Personal Details, Educational Details, Contact Details, Professional Details, Residential Details, Horoscope Details and Family Details.
- b. The Users cannot link his Facebook or Google Profile to the Platform at Present. The Registration and use of the Platform are presently free but charges can be levied on the same any time in future and the same shall be at the discretion of the firm and the proprietor. Presently Charges may be incurred after registration depending on the Services the User would like to avail.
- c. Registration for this Platform is available only to those registered as Brides or Grooms have to be above the age of 21 and 18 respectively in compliance with Indian Laws to be eligible for the Platform's Services.
- d. Further, at any time during the use of this Platform, including but not limited to the time of registration, Users are solely responsible for protecting the confidentiality of their username

- and password, and any activity under the account shall be deemed to have been done by You.
- e. If at any point of time Platform comes to know or is so informed by the third party or has reasons to believe that any information provided by you for registration (including photos) or otherwise is found to be untrue, inaccurate, or incomplete, Platform shall have full right to suspend or terminate (without any notice) your Platform membership and forfeit any amount paid by you towards Platform membership fee and refuse to provide Platform service to you thereafter.
  - f. Registration of duplicate profiles of the same person is not allowed on the Platform. Platform shall have full right to suspend or terminate (without any notice) such duplicate profile.

### **3. PLATFORMOVERVIEW**

The Firm shall register Profiles for the purpose of seeking a matrimonial alliance. Men and woman of all religions who are single, divorced or widowed can register on the Platform to seek the services through the Platform. Relatives/Friends of the bride or groom can create and register their profiles on their behalf.

### **4. PROFILES CREATION TYPES**

There are two methods of profile creations.

#### Premium Profile:

Once you finish entering all the required fields and submit for payment, you will be asked to select from the packages which have a validity of 3months, 6 months, 12 months to show your profile to all registered members on the website.

#### Freemium/Free Profile:

The Freemium profile can be created for free of cost but they will be mentioned as draft profiles on the website. These profiles can be created on the website and can be downloaded for sharing purpose. But they will not be available on the website search engine since only Premium profiles are featured. While sharing this type of profiles every one must note that these draft profiles will have a watermark as “This profile is not uploaded on TatkMatrimony.com & it’s a free version”. And also it should not contain any TatkMatrimony Profile ID number.

## **5. MESSENGER**

When you use our online instant messaging function on the Platform, you should be aware that any personally identifiable information you submit there can be read, collected, or used by other users of this forum, and could be used to send you unsolicited messages. Platform is not responsible for the personally identifiable information you choose to submit in this forum/Instant Messaging.

## **6. ELIGIBILITY**

The User represents and warrants that they are competent and eligible to enter into legally binding agreements and of 18 years of age and that they have the requisite authority to bind themselves to these Terms in accordance with the Law.

The User seeking to register themselves as brides or grooms should be of 18 and 21 years respectively in compliance with the legal provisions of India.

The rights of admission are reserved for the following users only

- Indian Nationals & Citizens.
- Persons of Indian Origin (PIO).
- Non-Resident Indians (NRI).
- Persons of Indian Descent or Indian Heritage
- Persons who intend to marry persons of Indian Origin.

## **7. CONTENT**

All text, graphics, User interfaces, visual interfaces, photographs, trademarks, logos, brand names, descriptions, sounds, music and artwork (collectively, '**Content**'), is generated/provided by Firm and the Firm have control over it and assures a reasonable quality, the accuracy, integrity or genuineness of the User's of the Platform.

All the Content displayed on the Platform is subject to copyright and shall not be reused by any party (or a third party) without the prior written consent of the Firm and the copyright owner.

The Users are solely responsible for the integrity, authenticity, quality and genuineness of the feedback and comments by Users can be made via the Platform, the Platform bears no liability whatsoever for any feedback or comments made by the Users or made in respect of any of the content on the Platform. Further, the Platform reserves its right to suspend the account of any

User for an indefinite period to be decided at the discretion of the Platform or to terminate the account of any User who is found to have created or shared or submitted any Content or part thereof that is found to be untrue/inaccurate/misleading or offensive/vulgar. The User shall be solely responsible for making good any financial or legal losses incurred through the creation/sharing/submission of Content or part thereof that is deemed to be untrue/inaccurate/misleading.

The Users have a personal, non-exclusive, non-transferable, revocable, limited privilege to access the Content on the Platform. Users shall not copy, adapt, and modify any content without written permission of the Firm.

## **8. TERM**

- a. These Terms shall continue to form a valid and binding contract between the Parties and shall continue to be in full force and effect until the User continues to access and use the Platforms.
- b. The Users may terminate their use of the Platform at any time.
- c. The Firm may terminate these Terms and close a User's account at any time without notice and/or suspend or terminate a User's access to the Platform at any time and for any reason, if any discrepancy or legal issue arises.
- d. Such suspension or termination shall not limit our right to take any other action against you that the Firm considers appropriate.

## **9. TERMINATION**

- a. The Firm reserves the right, in its sole discretion, to unilaterally terminate the User's access to the Platform, or any portion thereof, at any time, without notice or cause.
- b. The Platform also reserves the universal right to deny access to particular Users, to any/all of are on its Platform without any prior notice/explanation in order to protect the interests of the Platform and/or other visitors to the Platform.
- c. The Platform reserves the right to limit, deny or create different access to the Platform and its features with respect to different Users, or to change any of the features or introduce new features without prior notice.
- d. The User shall continue to be bound by these Terms, and it is expressly agreed to by the Parties that the User shall not have the right to terminate these Terms till the expiry of the same.

## 10. COMMUNICATION

By using this Platform and providing his/her identity and contact information to the Firm through the Platform, the Users hereby agree and consent to receive calls, e-mails or SMS from the Firm and/or any of its representatives at any time.

While creating Premium Profile at our Platform site user has to submit his/her contact/communication methods such as Mobile Number, Email ID and Chatting option in our Platform for a proper response to the premium profile. There is control method to display your contact information as per your privacy concern. Premium profile creator must have to select minimum any one of Communication method to get the benefitted by this platform. If no communication method selected by member means No way to Contact you after posting your profile in our Platform. You have to note that every information providing in our Platform is visible to all registered members in our Platform such as free members and Premium members. So we request you to don't give bride /grooms personal numbers and also don't use confidential emails ID.

If any premium customers feels himself or herself are busy and feels that we may not able to attend calls of prospecting brides/grooms family members then this type of people may give Agent name and Number by rejecting to share your contact No. So that you are diverting all your communication to Agent as mentioned by you. But every premium profile owner should note that at any circumstance you are only sole responsible for your account. Not any agent as mentioned by you.

Don't tell your passwords or OTP to any person including our Staff at any cost.

Clients can report to "*info@TatkalMatrimony.com*" if they find any discrepancy with regard to Platform or content-related information and the Firm will take necessary action after an investigation. The response with resolution (if any issues found) shall be dependent on the time is taken for investigation.

The User expressly agrees that notwithstanding anything contained hereinabove, it may be contacted by the Firm or any representatives relating to the Platform or anything pursuant thereto and the Users agrees to indemnify the Firm from any and all harassment claims. It is expressly agreed to by the Parties that any information shared by the User with the Firm shall be governed by the Privacy Policy.

## **11. PAYMENT**

There shall be additional payment to be made by the User to avail certain special benefits on the platform and to purchase and avail the premium membership of the Platform.

The Firm will not be liable for any credit or debit card fraud while making the payment on the Platform. The liability to use a card fraudulently will be on the user and the onus to 'prove otherwise' shall be exclusively on the user. To provide a safe and secure shopping experience, the Firm regularly monitors transactions for fraudulent activity. In the event of detecting any suspicious activity, the Firm reserves the right to cancel all past, pending and future orders without any liability.

The Firm shall disclaim all responsibility and owns no liability to Users for any outcome (incidental, direct, indirect or otherwise) from the use of the Services. The Firm, as a merchant, shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorization for any Transaction, on Account of the Cardholder having exceeded the preset limit mutually agreed by us with our acquiring bank from time to time.

## **12. USER OBLIGATIONS AND FORMAL UNDERTAKINGS AS TO CONDUCT**

The Client agrees and acknowledges that they are a restricted user of this Platform and that they:

- a. Agree to provide genuine credentials during the process of registration on the Platform. You shall not use a fictitious identity to register. The Firm is not liable if the User has provided incorrect information.
- b. Agree to ensure the Name, Email address, Address, Mobile number and any such other information provided during account registration is valid at all times and shall keep your information accurate and up-to-date. The User can update their details anytime through accessing their profile on the Platform.
- c. Agree that they are solely responsible for maintaining the confidentiality of your account password. You agree to notify us immediately of any unauthorized use of your account. Firm reserves the right to close your account at any time for any or no reason.
- d. Understand and acknowledge that the data submitted is manually entered into the database of the Platform. The User also acknowledges the fact that data so entered into the database is for the purpose of easy and ready reference for the User, and to streamline the Services through the Platform.

- e. Authorize the Platform to use, store or otherwise process certain personal information and all published Content, Client responses, Client locations, User comments, reviews and ratings for personalization of Services, marketing and promotional purposes and for optimisation of User-related options and Services.
- f. Understand and agree that, to the fullest extent permissible by law, the Platform/Firm and their successors and assigns, or any of their affiliates or their respective officers, directors, employees, agents, licensors, representatives, operational service providers, advertisers or suppliers shall not be liable for any loss or damage, of any kind, direct or indirect, in connection with or arising from use of the Platform or from this terms of use, including, but not limited to, compensatory, consequential, incidental, indirect, special or punitive damages.
- g. Are bound not to cut, copy, modify, recreate, reverse engineer, distribute, disseminate, post, publish or create derivative works from, transfer, or sell any information or obtained from the Platform. Any such use/limited use of the Platform will only be allowed with the prior express written permission of the Firm.
- h. Agree not to access (or attempt to access) the Platform and/or the materials or Services by any means other than through the interface provided by the Platform. The use of deep-link, robot, spider or other automatic devices, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Platform or its content, or in any way reproduce or circumvent the navigational structure or presentation of the Platform, materials or any content, or to obtain or attempt to obtain any materials, documents or information through any means not specifically made available through the Platform will lead to suspension or termination of the User's access to the Platform. The User acknowledges and agrees that by accessing or using the Platform or any of the Services provided therein, it may be exposed to content that it may consider offensive, indecent or otherwise objectionable. The Firm disclaims any and all liabilities arising in relation to such offensive content on the Platform.
- i. Expressly agree and acknowledge that the Content generated by the User and displayed on the Platform is not owned by the Firm and that the Firm is in no way responsible for the content of the same. The User may, however, report any offensive or objectionable content, which the Firm may then remove from the Platform, at its sole discretion.
- j. Expressly consents to follow the terms and conditions, and policies of the Vendor affiliated with the Firm from whom the Users are utilizing services.

The User further undertakes not to:

- a. Engage in any activity that interferes with or disrupts access to the Platform or the Services provided therein (or the servers and networks which are connected to the Platform);
- b. Impersonate any person or entity, or falsely state or otherwise misrepresent his/her affiliation with a person or entity;
- c. Probe, scan or test the vulnerability of the Platform or any network connected to the Platform, nor breach the security or authentication measures on the Platform or any network connected to the Platform. The User may not reverse look-up, trace or seek to trace any information relating to any other User of, or visitor to, the Platform, or any other viewer of the Platform, including any User account maintained on the Platform not operated/managed by the User, or exploit the Platform or information made available or offered by or through the Platform, in any manner;
- d. Disrupt or interfere with the security of, or otherwise cause harm to, the Platform, systems resources, accounts, passwords, servers or networks connected to or accessible through the Platform or any affiliated or linked Platforms;
- e. Use the Platform or any material or content therein for any purpose that is unlawful or prohibited by these Terms, or to solicit the performance of any illegal activity or other activity which infringes the rights of this Platform or any other third party (s);
- f. Violate any code of conduct or guideline which may be applicable for or to any particular service offered on the Platform;
- g. Violate any applicable laws, rules or regulations currently in force within or outside India;
- h. Violate any portion of these Terms or the Privacy Policy, including but not limited to any applicable additional terms of the Platform contained herein or elsewhere, whether made by amendment, modification, or otherwise;
- i. Commit any act that causes the Firm to lose (in whole or in part) the Services of its Internet Establishment ("**ISP**") or in any manner disrupts the Services of any other supplier/service provider of the Firm/Platform;

Further:

- j. The User hereby expressly authorizes the Firm/Platform to disclose any and all information relating to the User in the possession of the Firm/Platform to law enforcement or other government officials, as the Firm may in its sole discretion, believe

necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those involve personal injury and theft/infringement of intellectual property. The User further understands that the Firm/Platform might be directed to disclose any information (including the identity of persons providing information or materials on the Platform) as necessary to satisfy any judicial Order, law, regulation or valid governmental request.

- k. By indicating User's acceptance to avail service offered on the site, the user is obligated to complete such transactions after making payment. Users shall prohibit from indicating their acceptance to avail services where the transactions have remained incomplete.
- l. The User agrees to use the services provided by the Firm, its affiliates, consultants and contracted companies, for lawful purposes only.
- m. The User agrees to provide authentic and true information. The Firm reserves the right to confirm and validate the information and other details provided by the User at any point of time. If upon confirmation such User details are found to be false, not to be true (wholly or partly), the Firm shall in its sole discretion reject the registration and debar the User from using the Services available on its Platform, and/or other affiliated Platform without prior intimation whatsoever.
- n. The User agrees not to post any material on the Platform that is defamatory, offensive, obscene, indecent, abusive, or needlessly distressful, or advertising any goods or services. More specifically, the User agrees not to host, display, upload, update, publish, modify, transmit, or in any manner share any information that:
  - i. belongs to another person and to which the User has no right to;
  - ii. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
  - iii. is in anyway harmful to minors;
  - iv. infringes any patent, trademark, copyright or other proprietary rights;
  - v. violates any law for the time being in force;
  - vi. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
  - vii. Abuse, harass, threaten, defame, disillusion, erode, abrogate, demean or

- otherwise violate the legal rights of others;
- viii. Impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with a person or entity;
- ix. Publish, post, disseminate, any information which is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
- x. Threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

### **13. SUSPENSION OF USER ACCESS AND ACTIVITY**

Notwithstanding other legal remedies that may be available, the Firm may in its sole discretion, limit the User's access and/or activity by immediately removing the User's access credentials either temporarily or indefinitely, or suspend/terminate the User's association with the Platform, and/or refuse to usage of the Platform to the User, without being required to provide the User with notice or cause:

- a. If the User is in breach any of these Terms or the Policy;
- b. If the User has provided wrong, inaccurate, incomplete or incorrect information;
- c. If the User's actions may cause any harm, damage or loss to the other Users or to the Firm, at the sole discretion of the Firm.

### **14. INDEMNITY**

The Users of this Platform agree to indemnify, defend and hold harmless the Firm/Platform, and their respective directors, officers, employees and agents (collectively, "**Parties**"), from and against any and all losses, liabilities, claims, damages, demands, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by us that arise out of, result from, or maybe payable by virtue of, any breach

or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed pursuant to these terms of use. Further, the User agrees to hold the Firm/Platform harmless against any claims made by any third party due to, or arising out of, or in connection with:

- a. User's use of the Platform,
- b. User's violation of these Terms and Conditions;
- c. User's violation of any rights of another;
- d. User's alleged improper conduct pursuant to these Services;
- e. User's conduct in connection with the Platform;

User agrees to fully cooperate in indemnifying the Firm and the Platform at the user's expense. The user also agrees not to reach a settlement with any party without the consent of the Firm.

In no event shall the Firm/Platform be liable to compensate the User or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, including those resulting from loss of use, data or profits, whether or not foreseeable, and whether or not the Firm/ Platform had been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or any other claim arising out of or in connection with the User's use of or access to the Platform and/or the Services or materials contained therein.

## **15. PLATFORM DISCLAIMER**

Once your paid membership expires, your premium profile will be shown to anyone free member or Premium member unless until you renew for new package.

Platform does not give any implied or explicit guarantee or warranty of marriage or alliance by you choosing to register on our Platform and using services (both paid and free).

Notwithstanding anything contrary contained anywhere, under no circumstances, Platform shall be held responsible or liable whatsoever or howsoever, arising out of, relating to or connected with:

- i. any act or omission done by payment gateway/alliance partner etc.;

- ii. any untrue or incorrect information submitted by you or on your behalf;
- iii. any decision taken by you or on your behalf or any consequences thereof, based on any information provided by any other user (including suspension/deletion of the profile on the Platform);
- iv. any unauthorized or illegal act done by any third party relating to or connected with any information submitted by you or on your behalf;
- v. any cyber crime attempted or committed by anyone and
- vi. any incident of force-majeure or 'act of god'.
- vii. Any issue already stated in these terms and conditions including limitation of liability clause of these terms and conditions.
- viii. Using/availing of third party services namely horoscope matching services etc. and for paying them through the Website.
- ix. Platform shall not be liable for the outcome of during any interaction in a meeting, call, sms, chat, email or social media posts at any point of time
- x. Any issues relating to any technical malfunction of any telecommunication network, software, hardware failures, network congestion, denial of service, failure due to spamming or any combination of the above.

D. You expressly agree that your use of this Platform is at your sole risk.

E. We are not liable to you for any damage or alteration to your equipment including but not limited to computer equipment, hand-held device or mobile telephones as a result of the installation or use of the app. We are not liable to you for any damage or alteration to your equipment including but not limited to computer equipment, hand-held device or mobile telephones as a result of the installation or use of the app.

F. All liability, whether civil or criminal arising out of any Content that is Posted on the Site will be of that Member / user / third party who has Posted such Content and Shaadi.com reserves its right to claim damages from such Member/ user / third party that it may suffer as a result of such Content Posted on the Site. Shaadi.com does not claim ownership of Content you submit or make available for inclusion on the Service.

## G. Non-Commercial Use by Members.

Platform is for the personal use of individual members to advertise and promote their profiles for the purpose of generating accepts from relevant matches and cannot be used in connection with any commercial endeavors. This includes providing links to other web sites, whether deemed competitive to Shaadi.com or otherwise. Organizations, companies, and/or businesses cannot become Members of Shaadi.com and should not use the Shaadi.com Service or Site for any purpose. Illegal and/or unauthorized uses of the Site, including unauthorized framing of or linking to the Site will be investigated, and appropriate legal action will be taken, including without limitation, civil, criminal, and injunctive redress.

We hereby declare that *TatkalMatrimony.com* is not a dating website and it is strictly for matrimonial purpose only.

## 16. LIMITATION OF LIABILITY

- a. The Founders/ Promoters/ Partners/ Associated people of the Firm/Platform are not responsible for any consequences arising out of the following events:
  - i. If the Platform is inoperative/non-responsive due to any connectivity errors associated with the internet connection such as but not limited to slow connectivity, no connectivity, server failure;
  - ii. If the User has fed incorrect information or data or for any deletion of data;
  - iii. If there is an undue delay or inability to communicate through email;
  - iv. If there is any deficiency or defect in the Services managed by Us;
  - v. If there is a failure in the functioning of any other service provided by the Platform.
- b. The Platform accepts no liability for any errors or omissions, on behalf of itself, or for any damage caused to the User, the User's belongings, or to any third party, resulting from the use or misuse of the Platform or any service availed of by the User through the Platform. The service and any Content or material displayed on the service is provided without any guarantees, conditions or warranties as to its accuracy, suitability, completeness or reliability. The Platform will not be liable to you for the unavailability or failure of the Platform.
- c. Users are to comply with all laws applicable to them or to their activities, and with all Policies, which are hereby incorporated into this Agreement by reference.

- d. The Platform expressly excludes any liability for any loss or damage that was not reasonably foreseeable by the Platform and which is incurred by you in connection with the Platform, including loss of profits; and any loss or damage incurred by you as a result of your breach of these terms.
- e. To the fullest extent permitted by law, the Platform shall not be liable to you or any other party for any loss or damage, regardless of the form of action or basis of any claim. You acknowledge and agree that your sole and exclusive remedy for any dispute with us is to terminate your use of the Platform.

## **17. INTELLECTUAL PROPERTY RIGHTS**

Unless expressly agreed to in writing, nothing contained herein shall give the User a right to use any of the Platform's, trademarks, service marks, logos, domain names, information, questions, answers, solutions, reports and other distinctive brand features, save according to the provisions of these Terms. All logos, trademarks, brand names, service marks, domain names, including material, designs, and graphics created by and developed by the Platform and other distinctive brand features of the Platform are the property of the Firm or the respective copyright or trademark owner. Furthermore, with respect to the Platform created by the Firm, the Firm shall be the exclusive owner of all the designs, graphics and the like, related to the Platform.

The User may not use any of the intellectual property displayed on the Platform in any manner that is likely to cause confusion among existing or prospective Users of the Platform, or that in any manner disparages or discredits the Firm/Platform, to be determined in the sole discretion of the Firm.

## **18. DISCLAIMER OF WARRANTIES AND LIABILITIES**

- a. The User agrees and undertakes that they are accessing the Platform at their sole risk and are that they are using their best and prudent judgment before availing any service listed on the Platform or accessing/using any information displayed thereon.
- b. The User agrees that any kind of information, resources, activities, recommendations obtained/availed from Platform, written or oral, will not create any warranty and the Platform disclaims all liabilities resulting from these.
- c. The Firm/Platform does not guarantee that the Services contained in the Platform will be uninterrupted or error-free, or that the Platform or its server will be free of viruses or other harmful components, and the User hereby expressly accepts any and all associated risks involved with the User's use of the Platform.

d. It is further agreed to by the Parties that the contents of this Section shall survive even after the termination or expiry of the Terms and/or Policy.

## 15. FORCE MAJEURE

Neither the Firm nor the Platform shall be liable for damages for any delay or failure to perform its obligations hereunder if such delay or failure is due to cause beyond its control or without its fault or negligence, due to Force Majeure events including but not limited to acts of war, acts of God, earthquake, riot, fire, festive activities sabotage, or dispute, internet interruption, technical failure, breakage of sea cable, hacking, piracy, cheating, illegal or unauthorized.

## 16. DISPUTE RESOLUTION AND JURISDICTION

It is expressly agreed to by the Parties hereto that the formation, interpretation and performance of these Terms and any disputes arising therefrom will be resolved through a two-step Alternate Dispute Resolution (“**ADR**”) mechanism. It is further agreed to by the Parties that the contents of this Section shall survive even after the termination or expiry of the Terms and/or Policy.

**a. Mediation:** In case of any dispute between the parties, the Parties will attempt to resolve the same amicably amongst themselves, to the mutual satisfaction of all Parties. In the event that the Parties are unable to reach such an amicable solution within thirty (30) days of one Party communicating the existence of a dispute to any other Party, the dispute will be resolved by arbitration, as detailed herein below;

**b. Arbitration:** In the event that the Parties are unable to amicably resolve a dispute by mediation, said dispute will be referred to arbitration by a sole arbitrator to be appointed by the Firm, and the award passed by such sole arbitrator will be valid and binding on all Parties. The Parties shall bear their own costs for the proceedings, although the sole arbitrator may, in his/her sole discretion, direct either Party to bear the entire cost of the proceedings. The arbitration shall be conducted in English, and the seat of Arbitration shall be at Khammam, **Telangana, India.**

The Parties expressly agree that the Terms of Use, Privacy Policy and any other agreements entered into between the Parties are governed by the laws, rules and regulations of India.

## 17. NOTICES

Any and all communication relating to any dispute or grievance experienced by the User may be communicated to the Firm by the User by emailing to "**info@Tatkalmatrimony.com**".

## 18. MISCELLANEOUS PROVISIONS

- a. Entire Agreement:** These Terms, read with the Policy, form the complete and final contract between the User and the Firm with respect to the subject matter hereof and supersedes all other communications, representations and agreements (whether oral, written or otherwise) relating thereto.
- b. Waiver:** The failure of either Party at any time to require performance of any provision of these Terms shall in no manner affect such Party's right at a later time to enforce the same. No waiver by either party of any breach of these Terms, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such breach, or a waiver of any other breach of these Terms.
- c. Severability:** If any provision/clause of these Terms is held to be invalid, illegal or unenforceable by any court or authority of competent jurisdiction, the validity, legality and enforceability of the remaining provisions/clauses of these Terms shall in no way be affected or impaired thereby, and each such provision/clause of these Terms shall be valid and enforceable to the fullest extent permitted by law. In such case, these Terms shall be reformed to the minimum extent necessary to correct any invalidity, illegality or unenforceability, while preserving to the maximum extent the original rights, intentions and commercial expectations of the Parties hereto, as expressed herein.
- d. Contact Us:** If you have any questions about this Policy, the practices of the Platform, or your experience with the Service provided by the Platform, you can contact us at "[info@tatkalmatrimony.com](mailto:info@tatkalmatrimony.com)".