

## TERMS AND CONDITIONS

Date: Wednesday (2016-10-05), Time:

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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.shubhammatrimony.com (the "Website").

Please read the following terms and conditions very carefully as your use of the Website and associated SBM Services (as defined below) is subject to your acceptance of and compliance with the following terms and conditions including the applicable policies which are incorporated herein by way of reference and as amended from time to time (the "Terms and conditions").

ACCESSING, BROWSING OR OTHERWISE USING THE WEBSITE INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS herein, SO PLEASE READ THE TERMS and conditions CAREFULLY BEFORE PROCEEDING. By impliedly or expressly accepting these Terms and Conditions of use of website, You also accept and agree that you have read, understood and are bound by these Terms and conditions, regardless of how you/SBM member subscribe to or use the SBM Services. If you do not want to be bound by the Terms and Conditions, you must not use the Website or the SBM Services.

In these Terms, references to "You" or "User" or "SBM member" shall mean the end user accessing the Website/SBM services, its contents or using the SBM Services offered. "SBM Services" means a collective reference to the Website service provided by Shubhammatrimony.com, CIN : U63090TN2001PLC047432, a company under the provisions of companies act, 2013 and having its registered office at \_\_\_\_\_

### Scope

acts as a platform to enable any user to themselves register on it (by filling the mandatory fields and optional fields, if any) to voluntarily search for profile(s) from the database of Shubham Matrimony's [SBM] already registered users, for seeking prospective lawful matrimonial alliances for themselves. SBM retail store may also be able to assist you to create your profile; however, you must have a valid/operational mobile phone number and an email id.

The profiles in the database of SBM/Website are classified broadly on the basis of language and region for the ease and convenience of its member / customer.

SBM Members are provided with free/paid access for searching profiles from the database of SBM/Website, as per the partner preference set by you (on the Website) and you shortlist the prospective alliances yourself.

SBM Membership is guided by the terms and conditions mentioned herein below. By using or accessing the SBM Services, you agree to be bound by all the terms and conditions ("Agreement"):

#### 1. Eligibility:

A) SBM Membership and rights of admission is reserved solely for :

I. Indian Nationals & Citizens.

II. Persons of Indian Origin (PIO).

III. Non Resident Indians (NRI).

IV. Persons of Indian Descent or Indian Heritage

V. Persons who intend to marry persons of Indian Origin.

B) Further in capacity as SBM member you confirm that you are :

I. 18 years or above (if you are a woman) or 21 years or above (if you are a man);

II. Legally competent to marry as per the law applicable to you (however you may register on our website by stating "Awaiting Divorce"), and

III. Not prohibited or prevented by any applicable law for the time being in force from entering into a valid marriage.

#### 2. Registration

A. We expect that you would complete the online registration process with fairness and honesty while furnishing your personal information's to SBM/Website. You would appreciate that efficient and effective match making through our automated system depend upon yourself furnishing true, accurate, current, complete information and photos etc. We expect you to read the relevant column before keying in the details or selecting the option available or uploading the photo. You are requested not to key in details of the profile

in field other than the applicable field (including mentioning id's of other platforms/websites/ applications) or repeating your details in another fields, after filling them once in the relevant fields or others photographs. You further undertake that you alone shall be responsible or liable for any information provided to SBM/Website. In order to serve you better if SBM requires additional details you agree to provide it. SBM/Website shall reproduce the registered member details on "as is as available" basis to other registered members and SBM members shall be solely liable for the information given by such Shubham matrimony member. You may also give a missed call to us to call you back and assist you in getting your profile registered on our website. Further you may fill in your email id and phone number in any of our registration campaigns appearing in various websites as part of our advertisements, basis which you may receive call from our Customer Service Centre and assist you in getting your profile registered on our website. SBM may also reproduce your profile information in other consortium of websites owned by SBM to provide better prospects to you.

B. If at any point of time SBM/Website comes to know or is so informed by 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 then SBM/Website shall have full right to suspend or terminate (without any notice) your SBM membership and forfeit any amount paid by you towards SBM membership fee and refuse to provide SBM service to you thereafter.

C. SBM Membership is restricted strictly to the registered SBM/Website individual member only. Organizations, companies, businesses and/or individuals carrying on similar or competitive business cannot become Members of SBM/Website and nor use the SBM Service or SBM members data for any commercial purpose, and SBM reserves its right to initiate appropriate legal action for breach of these obligation.

### **3. Role and Responsibility of SBM**

A. SBM/Website is an endeavour to help you find your dream life partner (prospect) through of process of automated searching, short listing and contacting prospects amongst our registered members.

B. SBM/Website reproduces your details once you register on our website on "as is as available" basis and also share your profile with other registered SBM members within Shubham Matrimony consortium of website(s).

C. SBM's/Website obligation is only to provide an interface to its registered members to search their prospect themselves without any assistance from third party / persons from amongst the other registered members of the Website. You agree that the system generated search results of SBM/Website are only of the profiles registered members on Website.

D. SBM's/Website automated system offers match making profiles between its registered members based on the partner preference set by each such SBM member.

E. The search conducted by any SBM member and the results thereof are automatically generated, and based on the partner preference set by you. In the event SBM member changes their partner preference on the Website, then the automated system generated prospect results of the Website may also undergo corresponding change.

F. SBM/Website cannot guarantee or assume responsibility for any specific results from the use of the data available from the SBM service or from the consortium of websites/portal's of Shubham Matrimony.

G. The SBM members agrees and understands that SBM/Website may also allow third parties to provide SBM members services on the website like horoscope matching etc., and SBM/Website may also collect the payment for such third party services to you.

### **4. Role and Responsibility of SBM Member**

A. To protect the broader interest of the registered SBM member and increase the efficiency, SBM members ensure to keep their username and password safe and confidential for using the SBM services.

B. Any additional information / data required by SBM/Website for using the SBM services shall be provided by the SBM Member, as and when so sought by SBM/Website.

C. In case partner preference is modified by SBM member, then the automated system generated prospect search results in website may also undergone corresponding changes.

D. SBM members are requested to exercise due care and caution while short listing the prospect and satisfy themselves before making a choice of your match through adequate efforts, initiatives and due diligence. BM/Website shall not be liable for short coming due to any misrepresentations made by any of its BM members.

E. BM Members are expected to verify the credentials of the prospect such as family status, marital status, educational qualifications, financial status, occupation, character, health status, etc.

F. To get better search results, SBM Members are expected to provide latest photograph which should not be more than 3 months old. Providing old photographs/ photographs of others, inaccurate / false information

shall be treated as violation of terms and conditions and SBM/Website shall retain their right under clause 2 (b) of this terms and conditions.

G. SBM members are expected to disclose their health records during profile enrolment which includes any pre-existing illness, physical disability etc. Non- disclosure at the time of enrolment shall be treated as violation of the terms and conditions and SBM/Website shall retain their right under clause 2 (b) of this terms and conditions.

H. SBM Members are expected to refrain from:

- i. Entering into any financial transactions with prospects.
- ii. Sharing of confidential and personal data with each other but not limited to sharing of bank details, etc.
- iii. Entering into physical relationship with any prospect before marriage.
- iv. Violating any law for the time being in force.
- v. From mentioning details of other matrimonial services while sending personalized messages.

I. SBM members are expected to visit URL <http://www.shubhammatrimony.com/safe-matrimony> for understanding the safety measures on partner search and awareness towards online safety.

J. SBM Members are expected to be cautious of prospects who call from multiple phone numbers, only interact over phone, doesn't come forward for face to face meeting (physically or through video calls) and don't involve family and friends in match making. Beware of suspended profiles status before you finalize an alliance with the prospect.

K. The SBM members agrees that for getting effective search results of prospects on Website, you will regularly log in to the profile maintained in the Website and send expression of interest which is an automated messages to prospects as a free SBM member, and in the event you have availed paid SBM package, you can send personalized messages to prospects to show your expression of interest/replies. SBM member also may review the expression of interest sent to you / read the messages sent to you by prospects and may respond suitably.

L. You also agree that while accessing / using the Website, you will be guided by the terms and conditions of the Website including but not limited to the use of feature of website like **chat instantly with prospect**, viewing horoscope of prospects, enhancing privacy settings (photo/horoscope/phone number) or for viewing social and professional profile of members on their Facebook, LinkedIn, etc.

M. SBM member shall not assign or transfer your SBM membership to any other person or entity, and such an act shall be treated as violation of terms and conditions and SBM/Website shall retain their right under clause 2 (b) of this terms and conditions.

N. If the SBM Member fails to inform SBM/Website, about any change in the particulars furnished by SBM member to other SBM member, then the SBM membership may be suspended by SBM/Website at its sole discretion.

## **5. Customer Care / Customer Service**

In the event you come across any concerns in our service, then please be free to contact us:

Email ID: [helpdesk@shubhammatrimony.com](mailto:helpdesk@shubhammatrimony.com)

Contact No : +91-

Address : ShubhamMatrimony.com

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## **6. Medium of Communication to SBM Members**

A. SBM member hereby consents for receiving communication including promotional communications through any medium of communications such as Emails and /or SMS/Calls from consortium of portals owned by SBM or their alliance partners.

B. SBM/Website may contact the SBM member through any of the above media to share the profile of the prospect by way of internal messages / links. SBM member confirms that the mobile number submitted to it for verification or alternative number if any provided, is not registered with the Do Not Disturb / National Customer Preference Register and they shall not initiate any complaint. SBM Member further confirms that even if SBM Member is registered with the telecom service provider under the category Do Not Disturb / National Customer Preference Register the calls from SBM either to the verified mobile number or alternative number if any provided shall not be treated as promotional calls.

C. You agree to receive calls from Relationship Manager of Assisted Matrimony/ Prestigious Matrimony for contacting you as a shortlisted profile for their registered members.

## **7. Confidentiality**

I. SBM/Website has reasonable processes and system in place to maintain confidentiality of all personal information other than those meant for sharing with the prospect furnished by SBM members and SBM/Website may at its sole discretion and cost take bonafide steps for maintaining the confidentiality of the information in compliance with applicable law. However, SBM/Website /SBM member may divulge such information if required by law.

II. Any feedback you provide to SBM/Website shall be deemed to be non-confidential. SBM/Website shall be free to use such feedback/information on an unrestricted basis. Further, by submitting the feedback, you represent and warrant that (i) your feedback does not contain confidential or proprietary information of yourself or third parties; (ii) SBM member is not under any obligation of confidentiality, express or implied, with respect to the feedback; (iii) you are not entitled to any compensation or reimbursement of any kind from SBM/Website for the feedback under any circumstances.

III. You agree that SBM/Website has all the right to process your data through the automated process to serve you with suitable profiles (based on your set partner preference) from SBM/Website or its consortium of websites and may also send you communication in this regard.

### **8. Privacy of Membership**

SBM/Website has taken reasonable steps to protect the SBM member's privacy and shall take all reasonable efforts to protect any personal data provided to us through reasonable security safeguards against such risks as loss or unauthorized use, destruction, use, modification or disclosure of data etc.

Although we will strive to safeguard the confidentiality of your personally identifiable information, any information transacted over the Internet cannot be made absolutely secure. You also agree that the copying the data by using technology or any other new methods of data misuse/theft cannot be secured by SBM/Website and that SBM/Website will have no liability for any such act. SBM/Website member understand and agree that SBM/Website will have no liability for disclosure of your information due to errors in transmission or unauthorized acts of third parties.

You also agree to keep your username and password confidential, to avoid any misuse of your profile at our Website.

Please read and comprehend our Privacy Policy, which also governs your visit to SBM/Website, to understand our practices. SBM members agree that their profile(s) may be crawled and indexed by search engines, where SBM/Website and its network do not have any control over the search engines behaviour and SBM/Website shall not be responsible for such activities of other search engines/third party websites.

You agree that, when you use third party services through Website, you hereby grant SBM/Website the right to share your information needed for providing such third party services to you or in relation to processing your information for office use of SBM/Website /its payment gateway and/or such third party service providers.

### **9. Grievance Cell**

In the event you come across any violation by another user including but not limited to having content in the web site that is obscene, menacing, grossly offensive, harming minors, infringing copyright, patents, etc., or another user is impersonating etc. you may then please be free to provide your concerns in writing or email us with digital signature to:

Email: [grievanceofficer@shubhammatrimony.com](mailto:grievanceofficer@shubhammatrimony.com),

Grievance Officer: **Mr. Venkat** Address: \_\_\_\_\_ The

Grievance officer shall be available between 10 am till 6 pm Indian Standard Time from Monday to Saturday excluding Sunday and public holidays in India. **The Grievance officer is appointed as per Rule 3 (11) of The Information Technology (Intermediaries Guidelines) Rules, 2011.** Please see in other sections within this user agreement for comprehensive list of offences that Grievance Officer will handle.

### **10. Disputes between Members**

i. You and the prospect are both registered SBM members/MCL consortium of portal of portal and are bound by these terms and condition. We request you to follow the guidelines of safe matrimony (see URL <http://www.shubhammatrimony.com/safe-matrimony> and give truthful information about yourself on the website to avoid dispute between you and the prospect.

ii. SBM/Website is not a broker or the agent of any SBM member, and SBM/Website does not partake in the exchange of any kind of discussion between the SBM members and prospects or the results of their discussion.

iii. SBM Member's are solely responsible for the communications (through any medium) with prospect or vice versa. SBM/Website expressly disclaims any responsibility or liability for any transaction(s) or exchange(s) or interaction(s) or passing of information(s) etc. between any SBM members inter se via e-mail, **chat**, interaction or any other medium of communication between SBM members either using website or otherwise.

iv. SBM/Website has no obligation, to monitor any such disputes arising between the SBM members, and SBM/Website shall not be party to any such dispute/litigation etc.

#### **11. Content Right**

I. www.shubhammatrimony.com are domains registered in the name of ShubhamMatrimony.com. You agree that all content of SBM/Website belong to Shubham Matrimony excluding your or third party content including advertisement on the Website for which SBM has requisite license/right in terms hereof to display the same on our Website.

II. You acknowledge that you are responsible for the content (mandatory or optional content you provided on our website) and information including the profile details, photograph and other content(s) keyed in the relevant field of the Website at the time of the creation of the SBM profile or subsequently modified by you and also for all the post and communication (including personalized messages sent by SBM paid members) with other member(s). You hereby represent and warrant that you own all rights, title and interest in your content/information or have the necessary licenses, rights, consents, and permissions to provide the said content/information. However, by submitting the content/information to SBM/Website, you hereby grant SBM a worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, display, publish, communicate to the public, law enforcement agencies, courts, and the SBM's business and services, including without limitation for promoting, communicating to the public and redistributing part or all of the content/information (and derivative works thereof) in any media formats and through any media channels. SBM also reserves the right to block the registration of your profile on website, if any, in the case of your contact details/links being entered in irrelevant fields or if there are errors in data entered by the SBM members in their profile.

III. While SBM/Website does not accept any obligation to monitor the content/information, if the content/information is found not to be in compliance with these Terms, then SBM/Website may delete the content/information and / or terminate or suspend your registration or (without a refund of any subscription paid by you in terms of clause 2 (b) of these terms and conditions). You agree that if the situation warrants SBM/Website may at its sole discretion put restriction on any SBM member to other member's communications on the Website.

IV. SBM/Website reserves the right to suspend/delete the profile of the users who appropriate the name, likeness, email address, contact no or other personally identifiable information of another individual and SBM/Website also reserves its right to initiate appropriate legal action against such individual/organization, as and when SBM get the knowledge of the same.

V. Shubham Matrimony reserves the right to proceed/initiate appropriate steps under the prevailing law against infringement by violators of the its proprietary rights or for illegally copying, modifying, publishing, transmitting, distributing, performing, displaying, or selling of any such proprietary information including using it for commercial purpose in any manner whatsoever.

VI. In the event we get a complaint against you and consequently we have suspended/deleted your profile in good faith, then we shall not be liable to you in any manner whatsoever, including for any loss, costs, expenses, or consequence, if any.

#### **12. Third Party website**

A. SBM member understand and agree that SBM/Website may allow third parties to put up advertisements on the SBM application/Website, and SBM/Website does not control the contents of such third party advertisement on the SBM application/Website. Third party websites to which links are given on Website are not governed by these Terms and conditions and all such third party websites are governed by their own terms and conditions for use and privacy policy, and in case of conflict the terms and conditions of the third party website shall prevail. ShubhamMatrimony does not in any manner whatsoever authenticate, endorse, verify or certify these third party websites or any contents therein. Please note that a user shall click on links to third party websites at his / her sole risk and responsibility.

B. The SBM members agrees and understands that SBM/Website may also allow third parties to provide SBM members services on the website like horoscope matching etc., and SBM/Website may also collect the payment for such third party services to you, and SBM/Website in this regard can have revenue sharing arrangement with the such third party, however in no event shall SBM/Website be liable to you for such third party services.

C. SBM/Website reserves the right to add/delete/alter/modify/suspend any or all the SBM Services at any time as it may deem fit, without notice. The SBM members are expected to see the change on the Website.

#### **13. Limitation of liability**

A. SBM/Website likes to inform you that the exchange of profile(s) through or by SBM/Website should not in any way be construed as a matrimonial offer and/or recommendation and / or advice or guarantee given to the SBM member, from/ or by SBM/Website.

B. SBM/Website or its Office bearers shall under no circumstances be liable or responsible to the SBM member or his/her authorized Representative or Guardian or any third party for any direct, indirect, special, exemplary, incidental, or consequential damages of any character including, without limitation, damages resulting from the use of our Website/Third Party Website/ /Website/SBM services.

C. Notwithstanding anything to the contrary contained herein, SBM's/Website liability to you for any cause whatsoever, and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to SBM/Website, for any specific SBM paid package, and no further.

D. SBM/Website will not be liable in case of any wrong match made due to any available data/profiles from the Website SBM's consortium of websites.

E. SBM/Website or its office bearers shall under no circumstances be liable, if any, SBM member enter into financial transaction with any prospect or third party.

F. SBM /Website or its office bearers shall under no circumstances be liable, if any SBM member's approaching other SBM members for the matrimonial alliance, is not responded/reciprocated by the other registered SBM member(s).

#### **14. General**

i. The Website shall be deemed to be used by you when it is loaded and/or continues to be loaded in temporary or permanent memory of your mobile phone, computer or any other device or in the internet browser thereof.

ii. Website act's as an intermediary as defined under sub-clause (w) of Section 2 of the Information Technology Act, 2000.

iii. In the event you file a false complaint against another prospect on our Website and consequently we have suspended/deleted that prospects profile based on your complaint, then we reserve our right to initiate appropriate legal (Civil/Criminal) action against you and claim any and all costs expenses from you, for such irresponsible/misrepresentation/illegal/unlawful action. We also reserve our right to suspend your profile and forfeit any and all amounts paid by you for the SBM services as per clause 2 (b) of these terms and conditions.

iv. Notwithstanding anything contained herein, SBM/Website reserves the absolute right to delete, in any manner as it deems fit, any content of any profile listing placed on SBM/Website (once such instance come to SBM notice) in order to ensure compliance with the rules of such placement, prima facie accuracy and the prevailing laws in force for the time being, especially those relating to providing any obscene, libellous, blasphemous, slanderous, defamatory or invasive of another person's (deceased or alive) right of privacy or publicity, or that may reasonably be deemed to be harmful, vulgar, pornographic, abusive, harassing, threatening, hateful, objectionable with respect to race, religion, creed, nationality, gender or otherwise unfit for reproduction; or suggests or encourages unfair or illegal /indecent, unlawful activity. SBM/Website also reserves the right to block/ delete / suspend the profile which might be offensive, illegal or that might violate the rights, harm or threaten the safety of our office bearers/employees (including undue communication with any employee) and/or other registered prospects.

v. The Grievance Officer shall handle complaints in relation to the following violation by the User of computer resource as the User is not entitled to host, display, upload, modify, publish, transmit, update or share any information on the Website that -

**A.** Belongs to another person and to which the User does not have any right to;

**B.** 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;

**C.** Harm minors in any way;

**D.** Infringes any patent, trademark, copyright or other proprietary rights;

**E.** Violates any law for the time being in force;

**F.** Deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;

**G.** Impersonate another person;

**H.** Contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;

**I.** 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.

Any and all complaints to the Grievance Officer shall be in writing and in the event of any complaint through email, the said complaint shall be digitally signed. For Grievance Officer related information please see clause 9 of this terms and conditions

vi. In case of conflict between the terms and condition of Website and terms and conditions of any other website including consortium of portal of Shubham matrimony, the terms and condition of SBM/ Website shall prevail for the service provided through this Website.

vii. After the expiry of the SBM paid package, the SBM member's profiles shall remain on SBM/ /Website/consortium of portals from Shubham Matrimony itself, until the SBM member intimate the finalization of his/her marriage/existence of the Website and intimates the website for removal/deletion of once profile.

#### **14. Disclaimer**

A. Your access to and use of the SBM Services or any content is at your own risk. YOU UNDERSTAND AND AGREE THAT THE SBM SERVICES ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. WITHOUT LIMITING THE FOREGOING, TO THE FULL EXTENT PERMITTED BY LAW, SBM/Website DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SBM does not warrant that the Website, its servers, or e-mail sent from SBM are free of viruses or other harmful components. SBM/Website will not be liable for any damages of any kind arising from the use of this SBM Website, including, but not limited to direct, indirect, incidental, punitive, and consequential damages.

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

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

i. Any act or omission not done by SBM/Website/ 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 from SBM);

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 cybercrime 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. Any link to the social media provided through Trust Badge. You also understand and agree that SBM/Website is not counterchecking or authenticating the veracity of the data/photocopies of documents provided by any SBM member while giving Trust Badge. SBM Members are expected to counter check the veracity of the documents submitted by the prospects while short listing the prospect and satisfy themselves before making a choice of your match through adequate efforts, initiatives and due diligence. SBM/Website do not claim the authenticity or ownership of the home or office address scheduled for an appointment as being the member's actual or legal place of residence or employment respectively. SBM Members are requested to exercise due care and caution while short listing the prospect and satisfy themselves before making a choice of your match through adequate efforts, initiatives and due diligence. SBM/Website will not be liable for any damages of any kind arising from the use of this Website, including, but not limited to direct, indirect, incidental, punitive, and consequential damages.

ix. Using/availing of third party services namely horoscope matching services etc. and for paying them through the Website.

x. SBM/Website 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

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

#### **16. Indemnity**

By using our SBM services you agree to defend, indemnify, and hold harmless SBM/Website, its subsidiaries, affiliates, Directors, officers, agents, and other partners and employees, fully indemnified and harmless from any loss, damage, liability, claim, or demand, including reasonable attorney's fees, made by any person through improper use of the service provided by SBM/Website. This defence and indemnification obligation will survive in perpetuity.

#### **17. Breach**

You agree that if we receive feedback/ complaints against your profile in relation to the facts that you are seeking physical / financial favours from our other registered members or have provided incorrect information on our website or committed any unlawful/illegal activities through the use of our Website or created a profile on our Website by impersonation/ fake/ bogus/ false/ misrepresentation/ without consent of the person who's profile is being registered or use only part information including using photo of third parties without the permission of such third parties or act with other members/employees in indecent/improper manner, then we/SBM/Website in good faith reserve our right to suspend/delete your profile at our sole discretion without any notice to you, we also reserve to stop all SBM services to you and take any action as mentioned in clause 2 (b) of the Terms and Conditions.

SBM/Website reserves the right to forthwith terminate your SBM membership, block/delete your profile and forfeit entire amount paid as membership fee; if at any time SBM/Website, in its sole discretion, is of the opinion or has any reason to believe that, you have violated these Terms and conditions of use. We also reserve our right to file appropriate police complaint against you, if the breach of these terms and conditions is/are criminal in nature.

#### **18. Termination**

A. Unless otherwise provided in these Terms and Conditions, SBM membership may be terminated by SBM /Website / you without assigning any reasons by serving 7 days written notice on the other, all amount paid till date by you to SBM/Website shall be forfeited.

B. Upon termination / suspension of SBM membership, your right to use or access the SBM Website/SBM services will cease immediately. All provisions of this terms and conditions that by their nature should survive termination shall survive termination, including, without limitation, disclaimers, and limitations of liability. Termination of your access to and use of the SBM Services shall not relieve you of any obligations arising or accruing prior to such termination.

#### **19. Jurisdiction and Applicable Law**

A. The registration of SBM membership and all SBM services/Website are deemed to have been entered into within the territorial Jurisdiction of Hyderabad, India.

B. The SBM Members unconditionally agree that all such disputes and / or differences if any shall be governed by the Laws of India and submitting to the exclusive Jurisdiction of appropriate court of law in Hyderabad, Telangana, India.

C. You hereby, unconditionally and irrevocably confirm that you have read terms and conditions and agree to abide by them.

#### **20. Trust Badge**

If SBM/Website has reason to believe that the proof provided by you is suspicious, then SBM/Website reserves the right to remove the authentication seal or suspend, remove, delete the profile at its own discretion.

#### **21. Mode of Payment**

A. Payment made by cash / cheque / Net Banking / Debit / Credit Card would be in accordance with the prevailing RBI guidelines. Activation of paid SBM service shall be subject to realization of the said payment. In case of dishonour of Cheque/demand draft; you shall be liable to pay applicable bank's cheque/DD bouncing charges. Further SBM service to your account will be deactivated / suspended until you settle the value of the payment and applicable bank charges in cash.

B. SBM/Website uses third party payment gateways for collection of credit/debit card or other payment instruments. In case of payment gateway failure the same would be communicated to the SBM member by the payment gateway provider. SBM/Website shall not be responsible for Extra currency/conversion charges/deductions/error issues from payment gateway. In the case of failed online transactions, which result in no services, SBM/Website offers no guarantees whatsoever for the accuracy or timeliness of the refunds reaching the Customers card/bank accounts through the payment gateway.

#### **22. Renewal**

A. All SBM paid package users can renew the paid package before expiree date to carry forward the un-used contacts (Mobile no. viewing and SMS)

B. The payments made by SBM member to SBM/Website by way of registration / membership / renewal fee / auto renewal is /are treated as non-refundable. Payment once made for SBM services cannot be assigned to any person/party or adjusted towards any other product or packages provided by Shubham matrimony.

C. SBM members cannot put the paid SBM service on hold even temporarily, for any reason whatsoever. Based on the tenure of paid SBM service and date of payment taken, the expiry of paid SBM service will automatically happen on expiry of the applicable paid package taken by you.

#### **23. Special provision for members paying in other than in INR**

All SBM package user paying other than in [INR] agree that SBM/Website shall carryout auto renewal of their package, unless SBM is informed in writing against such auto-renewal (through registered email) by such SBM member

## **PRIVACY POLICY**

SudhamMatrimony.com is an online matrimonial portal endeavouring constantly to provide you with matrimonial services. This privacy statement is common to all the matrimonial sites operated under ShubhamMatrimony.com Since we are strongly committed to your right to privacy, we have drawn out a privacy statement with regard to the information we collect from you. You acknowledge that you are disclosing information voluntarily. By using the website and/or by providing your information, you consent to the collection and use of the info you disclose on the website in accordance with this Privacy Policy. If you do not agree for use of your information, please do not use or access this website.

We use a secure server for credit card transactions to protect the credit card information of our users and Cookies are used to store the login information. Cookies are small files placed on your hard drive that will assist us in providing our services. You may also encounter Cookies or identical/related devices on certain pages of the website that are placed by third parties. We do not control the use of cookies by third parties.

### **What information you need to give in to use this site?**

The information we gather from members and visitors who apply for the various services our site offers includes, but may not be limited to, email address, first name, last name, date of birth, educational qualifications a user-specified password, mailing address, zip/pin code and telephone/mobile number or fax number.

If you establish a credit account with us to pay the fees we charge, some additional information, including a billing address, a credit/debit card number and a credit/debit card expiration date and tracking information from cheques or demand drafts is collected.

### **How the site uses the information it collects/tracks?**

ShubhamMatrimony.com collects information from our users primarily to ensure that we are able to fulfil your requirements and to deliver Personalised experience.

### **With whom the site shares the information it collects/tracks?**

ShubhamMatrimony.com does not sell, rent, or loan any identifiable information at the individual level regarding its customers to any third party. However, we may share such identifiable information with our associates/affiliates/subsidiaries and such associates/affiliates/subsidiaries may market to you as a result of such sharing. Any information you give us is held with the utmost care and security. We are also bound to cooperate fully should a situation arise where we are required by law or legal process to provide information about a customer/visitor

Our Website links to other websites that may collect personally identifiable information about you. We are not responsible for the privacy policy or the contents of those linked websites.

### **Do all visitors have to pay?**

NO. All visitors to our site may browse the site, search the ads and view any articles or features our site has to offer without entering any personal information or paying money.

### **How to unsubscribe the membership?**

The members are requested to login to the relevant pages for unsubscription.

### **Can users contact any number of profiles in a single day?**

As a paid member of this site, you have the privilege to contact hundreds of profiles. However, there is a specified limit to send 100 messages per day due to fair online usage policy.

**Change of Privacy Policy**

We may change this Privacy Policy without notice from time to time based on your comments or as a result of a change of policy in our company.

**Grievance**

The Grievance officer: Mr. Venkat.  
Address; ShubhamMatrimony.com ,  
Contact details: \_\_\_\_\_

The Grievance officer shall be available between 10 am to 6 pm IST from Monday to Saturday excluding Sunday's and Public Holidays in India.

The Grievance officer is appointed as per Section 5 (9) of the Information Technology (Reasonable Security & Procedures and Sensitive Personal data or Information) Rule, 2011.