

# Terms and Conditions in KayasthaSamajShaadi

## Welcome to KayasthaSamajShaadi.com (herein referred as SK).

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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.KayasthaSamajShaadi.com ("Website") /"WAP" (Wireless Application Protocol) / Mobile App "APP"

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS VERY CAREFULLY BEFORE USING THE WEBSITE/WAP/APP. ACCESSING, BROWSING OR OTHERWISE USING THE WEBSITE/WAP/APP IMPLIES YOUR AGREEMENT TO BE BOUND BY ALL THESE TERMS AND CONDITIONS ("Agreement"). If you do not want to be bound by the Terms and Conditions, you must not use the Website of SK WAP/APP or the SK (Kayastha Samaj Shaadi) SK WAP/APP Services. The Terms and Conditions also include the applicable policies which are incorporated herein by way of reference and as amended from time to time (the "Terms and conditions").

In these Terms, references to "SK member" shall mean the end user accessing the Website/SK services, its contents or using the SK Services offered. "SK member" also includes persons such as father, mother, brother, sister, relative or a friend ("Registrant") of the prospective bride/ bridegroom. The terms "You" and "User" shall be interchangeably used for term "SK member". "SK Services" means a collective reference to the Community Matrimony service provided by KayasthSamaj. The terms "We/Our/us" shall be used interchangeably for term "MCL/Company".

## Scope

You understand and acknowledge that Kayastha Samaj Shaadi(SK) act as an "Intermediary" as defined under clause (1) sub-clause (w) of Section 2 of the Information Technology Act, 2000.SK is a brand owned by KayasthSamaj.in which owns, retains and has complete rights in SK and the SK Website / WAP/ App/SK Service.

SK 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 SK's already registered users, for seeking prospective lawful matrimonial alliances for themselves. Our 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 SK are classified broadly on the basis of language and region for the ease and convenience of its member / customer. SK Members are provided with free/paid access for searching profiles from the database of SK, as per the partner preference set by you (on the Website/Applications - (App) and you can shortlist the profiles in which you are interested.

## 1. Eligibility

A) SK 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 SK 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. If you have applied for Divorce, you may register on our website/App by stating "Awaiting Divorce".

III. If you are a resident of any other Country, you are legally competent to marry as per the local rules applicable to your country and you shall comply with the Indian laws for marrying a person of Indian Origin

C. In case you are a Registrant of the prospective bride/ bridegroom and has created profile in SK Website/WAP/App on behalf of them or is accessing the SK Website/App on behalf of them implies that you have taken their consent for their profile creation in SK and for accessing the SK Website/WAP/App.

## **2. Registration**

A. We expect that you would complete the online registration process with fairness and honesty in furnishing true, accurate, current, complete information and with providing recent photos of you which will help you to meet your parameters. 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/App or repeating your details in another fields, after filling them once in the relevant fields or others photographs. In order to serve you better if We require additional details you agree to provide it. You may also give a missed call to any of our retail outlets phone number for us to call you back and assist you in getting your profile registered on our website/App. 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 Center and assist you in getting your profile registered on our website/App.

B. If at any point of time We SK come 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, We / then SK shall have the full right to suspend or terminate (without any notice) your SK membership and forfeit any amount paid by you towards SK membership fee and refuse to provide SK service to you thereafter.

C. SK also reserves the right to block the registration of your profile on Website/App, if any, in the case of your contact details/links being entered in irrelevant fields or if there are errors in any data entered by the SK members in their profile.

D. Registration of duplicate profiles of the same person is not allowed in SK Website/WAP/APP. We SK shall have full right to suspend or terminate (without any notice) such duplicate profile.

E. You acknowledge and confirm that your registration with SK and the usage of SK services is with the bonafide intention of marriage and not otherwise. SK Membership is restricted strictly to the registered SK individual member only. Organizations, companies, businesses and/or individuals carrying on similar or competitive business cannot become Members of SK and nor use the SK Service or SK members data for any commercial purpose, and We SK reserve our its right to initiate appropriate legal action for breach of these obligation.

## **3. Account Security**

You are responsible for safeguarding the confidentiality of your SK login credentials such as your user id, password, OTP, etc., and for restricting access to your computer/mobile to prevent unauthorized access to your account. We,

as a Company do not ask for Password and you are cautioned not to share your password to any persons.. You agree to accept responsibility for all activities that occur under your account.

#### **4. Role and Responsibility of SK**

A. SK reproduces your details once you register on our website / WAP/ App on "as is" and "as available" basis and also share your profile with other registered SK members within website(s) of KayasthSamaj.

B. Our SK obligation is only to provide a SK interface to its registered members to search their prospect themselves without any assistance.

C. The profile search conducted by any SK member and the matches shown thereof are automatically generated by SK, and based on the partner preference set by you. In the event of SK member changing their partner preference on the Website/App, then the automated system generated prospect results of the Website/App may also undergo corresponding change.

D. SK does not prohibit any SK member from sending interest to your profile or communicating to you based on their partner preference. But you are at the liberty to deny their interest or proceed further if you are interested.

E. We cannot guarantee or assume responsibility for any specific results from the use of the data available from the SK service.

F. SK shall safeguard sensitive user information using security standards, authentication mechanisms, access controls and encryption techniques.

G. SK cannot guarantee the complete protection of user data while it is in transit, or prevent any tampering of the data by a third party with malicious intent before the data reaches the SK servers

H. SK does not authenticate/endorse any information of any profile and hence you as a user need to verify the credentials and information provided by other users.

#### **5. Role and Responsibility of SK Member**

A. You shall safeguard your profile information by creating a strong password during profile creation with combination of alphabets, both upper and lower case and numbers.

F. SK Members are advised to refrain from:

i. Entering into any financial transactions with prospects. SK Members shall not seek financial help or provide financial help from / to the other SK Members.

ii. Using abusive language when they communicate with the other SK Members

iii. being discriminative or using racial comments etc.

iv. Sharing of confidential and personal data with each other but not limited to sharing of bank details, etc.

v. Entering into physical relationship with any prospect before marriage.

vi. violating any law for the time being in force.

vii. From mentioning details of other matrimonial services while sending personalized messages

G. SK Members are expected to be cautious of prospects who ask for favours / sexual favors, sexual favors money etc or 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.

H. You also agree that while accessing / using the Website/WAP App, you will be guided by the terms and conditions of the Website/WAP /App including but not limited to the use of feature of website/WAP App 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.

I. If the SK Member fails to update in SK website/App, any change in the particulars furnished in their profile, then the SK membership may be suspended by us at our sole discretion.

J. SK Member shall, in case of finalization of his/her/their Registrant's marriage, delete their profile by themselves or intimate us for removal/deletion of their profile.

K. SK Members agree to use secure devices, software and networks in a private place for accessing the SK services.

L. SK Member shall, in case of finalization of his/her/their Registrant's marriage, delete their profile by themselves or intimate us for removal/deletion of their profile.

M. SK Members agree to use secure devices, software and networks in a private place for accessing the SK services

N. SK member shall not use any kind of Bots like web robots, Chatbot or any other automated processes/programs/scripts to use, communicate or respond in SK Website/App.

O. SK Members shall not probe, scan or test the vulnerabilities of the SK Website/App or any networks neither connected to the Website/App nor breach the security measures instituted by SK

P. You shall also not make any payment / transfer any amount to account of any KayasthSamajShaadi employees. All payments shall be made only to the account of KayasthSamajShaadi.

Q. SK members are expected to approach KayasthSamaj to resolve their complaints and grievances and shall not air their grievance/complaints in social media.

## **7. Medium of Communication to SK Members**

a. SK member hereby consents for receiving communication including promotional communications through any medium of communications such as electronic mails, calls, SMS or through Whatsapp messages from SK or other portals owned by KayasthSamaj or their alliance partners.

b. SK by its automatic system sends to its member (s) profile (s) of the prospect by way of images/ documents/ messages / links. SK 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. SK Member further confirms that even if SK Member is registered with the telecom service provider under the category Do Not Disturb / National Customer Preference Register the calls from SK either to the verified mobile number or alternative number if any provided shall not be treated as promotional calls.

## **8. Confidentiality**

Any feedback you provide to us SK shall be deemed to be non-confidential. We SK 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). SK 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 us SK for the feedback under any circumstances.

## **9. Privacy of Membership**

To protect your privacy and understand our practices as amended from time to time, please read and follow our Privacy Policy which also governs your visit to SK and other websites owned by KayasthSamaj, the personal information / data provided to us by you during the course of usage of SK will be treated as confidential and in accordance with the Privacy policy and applicable laws and regulations. If you object to your information being transferred or used, please do not use the website.

## **11. Disputes between Members**

A. SK Members are solely responsible for the communications (through any medium) with prospect or vice versa. We SK expressly disclaim any responsibility or liability for any monetary transaction(s) or exchange(s) or interaction(s) or passing of information(s) etc. between any SK members inter se via e-mail, chat, interaction, Whatsapp or any other medium of communication between SK members either using website /WAP/App or otherwise.

B. SK has no obligation, to monitor any such disputes arising between the SK members, and We SK shall not be party to any such dispute/litigation etc.

C. We SK is not a broker or the agent of any SK member, and SK does not partake in the exchange of any kind of discussion between the SK members and prospects or the results of their discussion.

## **12. Content Right**

I. You agree that all content of SK belong to KayasthSamaj excluding your or third party content including advertisement on the Website/WAP/App for which We have / We has requisite license/right in terms hereof to display the same on our Website/WAP/ App.

II. You acknowledge that you alone are responsible and liable 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/WAP App at the time of the creation of the SK profile or subsequently modified by you and also for all the post and communication (including personalized messages sent by SK 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 SK, you hereby grant us SK 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 Our / The SK'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.

III. While SK does not accept any obligation to monitor the content/information in your profile, if the content/information is found not to be in compliance with these Terms and conditions, SK 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, We SK may at our / its sole discretion put restriction on any SK member to other member's communications.

IV. SK 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.

### **13. Third Party website**

A). SK member understand and agree that We may allow third parties to put up advertisements on the SK application/Website and We do not control the contents of such third party advertisement on the SK application/Website. Third party websites to which links are given on Website/App 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. The Company 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 SK members agrees and understands that SK may also allow third parties to provide SK members services on the website/App like horoscope matching etc., and We may also collect the payment for such third party services to you, and SK in this regard, We can have revenue sharing arrangement with such third party, however in no event shall We are SK be liable to you for such third party services.

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

### **14. Limitation of liability**

A. SK or its Office bearers shall under no circumstances be liable or responsible to the SK member or his/her authorized Representative or Registrant / 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/WAP/ App/Third Party Website/ SK services.

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

C. Notwithstanding anything to the contrary contained herein, Our / SK's 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 SK, for any specific SK paid package, and no further

D.SK will not be liable in case of any wrong/improper match made due to unavailability of profiles from SK owned other websites.

E. SK or its office bearers shall under no circumstances be liable, if any, for the SK member entering into financial transaction with any other SK Member or any third party.

F. SK or its office bearers shall under no circumstances be liable, if any, for any SK members not responding/reciprocating when you approach them for matrimonial alliance.

### **15. Class Action Suits**

You acknowledge and confirm that you will not bring or participate in any class action or other class proceeding in connection with any dispute with us / SK. Further neither you nor SK / KayasthSamaj agrees to class arbitration.

## **16. General**

In case the event you file a false complaint against another prospect on our Website /App 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 SK services as per clause 2 (b) of these terms and conditions.

**17.** Notwithstanding anything contained herein, SK reserve the absolute right to delete, in any manner as it deems fit, any content of any profile listing placed on SK website/App (once such instance come to SK notice) in order to ensure, that proper consent has been obtained by you , prima facie accuracy and the prevailing laws in force for the time being, especially those relating to providing any obscene, libelous, 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. SK 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 or using our SK website/App as a means of communication while sending messages to other SK members regarding their profile identity in other matrimonial websites.

## **21. Disclaimer**

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

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

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

- i. any act or omission done by SK /payment gateway/alliance partner etc.;
- ii. any untrue or incorrect information submitted by any SK Member/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 SK);
- 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. Using/availing of third party services namely horoscope matching services etc. and for paying them through the Website.

ix. SK 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 Website/App 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.

## **22. Indemnity**

By using our SK services you agree to defend, indemnify, and hold harmless SK , 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 us SK. This defence and indemnification obligation will survive in perpetuity.

## **23. Termination**

SK in good faith reserve our right to terminate your SK membership or suspend/delete your profile at our sole discretion without any notice to you and take any action as mentioned in clause 2 (b) of the Terms and Conditions, in case you

I. seek physical / financial favors from our other registered members or

II. have provided incorrect information on our website/WAP/ App or

III. have committed any fraudulent/ unlawful/ illegal activities through the use of our website/WAP/ App or

IV. have violated this Terms and conditions or

V. have misappropriated the name, likeness, email address, contact no or other personally identifiable information of another SK member created a profile on our website /App 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,

B. If We receive any 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



C. Unless otherwise provided in these Terms and Conditions, SK membership may be deactivated by you without assigning any reasons by . However all amount paid till date by you to SK shall be forfeited.

D. Upon termination / suspension of SK membership, your right to use or access the SK Website/App 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 SK Services shall not relieve you of any obligations arising or accruing prior to such termination.

#### **24. Jurisdiction and Applicable Law**

A. The registration of SK membership and all SK services are deemed to have been entered into within the territorial Jurisdiction of Bhopal, India.

B. The SK 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 Bhopal, Madhya Pradesh, India

#### **28. Additional terms and conditions applicable to Non- Resident Indian customers.**

##### **A. Jurisdiction**

The laws of India shall be applicable.

##### **B. Arbitration of Disputes.**

The Parties shall discuss among themselves and resolve any disputes informally. We are interested in attempting to resolve any Disputes by amicable and informal means, and we encourage you to contact us before resorting to arbitration. If the dispute is not resolved within 30 ( thirty ) days from the date of such dispute , then such dispute may only be resolved through an individual arbitration conducted in accordance with the provisions of The Arbitration and conciliation Act, 1996 as amended, by sole arbitrator. The seat of Arbitration shall be Bhopal, Madhya Pradesh, India. We shall appoint the sole arbitrator. The arbitration proceedings shall be conducted in the Hindi language

C. However, disputes relating to infringement of our intellectual property rights, which we may elect to have resolved by means other than arbitration

##### **D. Enforcement**

Any proceeding to enforce this arbitration agreement may be brought in Courts of Bhopal, Madhya Pradesh India.