

Terms & Conditions of Milankarta Matrimonial Services applicable to all Users of Website (Posting date March 9, 2021)

1) Company details

The www.milankarta.com (the "Website") is provided by Milankarta Matrimonial Services (OPC) Pvt. Ltd. (hereafter MMS) under [Pursuant to sub-section (2) of section 8 of the Companies Act, 2013 (18 of 2013) and rule 18 of the companies (Incorporation) Rules, 2014] CIN of the company is U93090MH2021OPC354741 and having its registered office at Ulwe, Raigad, India. This is a legal agreement ("Agreement") between you and the MMS, please read the Agreement carefully before registering for the Website. By clicking on the "Accept" button, you will become a registered user of the Website (a "user") and you agree to be bound by the terms and conditions of this Agreement. If not agree with the terms & conditions, please do not make registration. The Terms are subject to change by the MMS at any time, effective upon posting updated Terms on the Website; any use of the Website after such notice will constitute acceptance by you of such changes.

2) Scope

You understand/acknowledge that MMS acts as an "Intermediary" or providing a platform as defined under clause (1) sub-clause (w) of Section 2 of the Information Technology Act, 2000. This platform enables Users to register themselves on it and make voluntarily search profile(s) for their clients from the database of already registered Users, for seeking prospective lawful matrimonial alliances. The Website is intended only to serve as a preliminary medium of contact and information for its Users. The Website does not, in any manner whatsoever, monitor the first or subsequent contacts/communication/interactions which may take place amongst / in between the Registered User(s) / individual clients due to any information specified in the Website.

3. Eligibility for registration

By accepting the Terms and conditions and using this Website you represent and warrant that you have the right, authority, and legal capacity to enter into this Agreement. If at any time the MMS has any reason to believe that you are not eligible to become a User or that you have made any misrepresentation about your eligibility, the Organization reserves the right to forthwith terminate your membership and/or your right to use the Website without any refund if any. Illegal and/or unauthorized uses of the Website will be investigated, and be subject to appropriate legal action. Indian National and its citizens may become Users. The following are additional restrictions on the eligibility criteria: (a) It is advised to Users not to upload Minor clients. By uploading clients profile, you represent and warrant that you have added your clients as per Indian laws of legal marriageable age. (b) Marital Status: By requesting to receive matches from the Website, you represent and warrant that your clients are legally competent to enter into matrimony under the laws to which you are subject. (c) Exclusive Use: Your account is for your sole use and should not be operated by others, you may not authorize others to use your account, and you may not assign or otherwise transfer your account to any other person or entity. (d) Users responsibility: Users should have communicated to their clients regarding MMS for searching preferred bride/groom. By adding clients into this business by Users, it is assumed that Users have sought their client's consent and has no objection for uploading their personal profile/photos in Website.

4. Term of the Agreement

The MMS may terminate this Agreement and/or your membership for any reason effective upon sending notice to you at the email address/Mobile/text message you provide in your registration form. If the Website terminates your membership for reason of any breach by you of the Agreement, you will not be entitled to any refund if any of any unused subscription fees. If you terminate your membership, you shall not be entitled to a refund if any. MMS reserves the right to add/delete/alter/modify/suspend any or all the MMS Services at any time as it may deem fit, without notice. The MMS members are expected to see the change on the Website.

5. Role and Responsibility of MMS

(a) MMS reproduces client's details added by Users in the Website on "as is as available" basis and also share your profile with other registered MMS users within Website. (b) MMS's obligation is only to provide an interface to its Users to search a prospect for their clients without any assistance. (c) MMS does not prohibit any user from sending interest to another user for their interest in client but you are at the liberty to deny their interest or proceed further if you are interested. (d) MMS cannot guarantee the complete protection of user data due to any technical/non-technical issues. (e) MMS do not authenticate/endorse any information of any client and hence you as a user need to verify the credentials and information provided by other Users/Clients.

6. Role and Responsibility of MMS Users

A. You, shall safeguard you/client information by creating a strong password during registration/profile creation. B. Any information required by MMS for using the MMS services shall be provided by the Users, as and when so sought by MMS. C. You are requested to verify the credentials of the client includes marital status, educational qualifications, financial status, occupation, character, health status, etc. MMS shall not be liable for short coming due to any misrepresentations made by any of its Users/clients. D. MMS users are expected to disclose their client's health records during client's profile enrollment which includes any pre-existing illness, physical disability etc. Non-disclosure at the time of enrollment shall be treated as violation of the terms and conditions and MMS shall retain their rights under clause 4 of this terms of the agreement. F. If the Users fails to update in MMS Website, any change in the particulars furnished in client's profile/ then the User membership may be suspended by MMS at its sole discretion. G. Users shall, in case of finalization of client's marriage, delete their profile by themselves or intimate MMS for removal/deletion of their profile. H. MMS Users agree to use secure devices, software and networks in a private place for accessing the MMS services. I. Users of MMS are expected to approach MMS to resolve their complaints and grievances and shall not air their grievance/complaints in social media.

7. Online Conduct

(a) You are solely responsible for the content or information you publish, display or otherwise communicate in any manner whatsoever (hereinafter, "post") on the Website, or transmit to other Users. The Website reserves the right to verify the authenticity of Content posted on the Site. In exercising this right, the MMS may ask you to provide any documentary or other form of evidence supporting the content you post on the Website. If you fail to produce such evidence, the MMS, in its sole discretion, terminate your access or membership without a refund if any. (b) You will not provide inaccurate, deceptive or false information to the MMS or the Website or to any other User. If information provided to the MMS, Website or another User, subsequently becomes inaccurate, deceptive or false, you will promptly notify the MMS of such change. (d) You will only create one unique profile with the Website. You will not impersonate any person or entity. If duplicate or multiple profiles are found the Website may suspend any or all the profiles without a refund if any of the subscription fees. (f) You will not post, copy, modify, transmit, show in public or private, create any derivative works from, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner/s of MMS of such proprietary rights. (g) You are solely responsible for your interactions with other Users. You understand that the MMS makes no guarantees, either express or implied, regarding ultimate compatibility match for your clients you meet through the Website. (i) You will promptly report to the MMS of any violation of the Terms of this Agreement by other Users. (j) The MMS reserves the right, but has no obligation, to monitor the materials posted in the public areas of the Website. The MMS may investigate and take appropriate legal action in its sole discretion against anyone who violates this Agreement including removing any material or content that in its sole opinion violates, or is alleged to violate, any applicable law or either the letter or spirit of this Agreement and terminating the membership of such violators without a refund if any. Notwithstanding this right of the MMS, you remain solely responsible for the content of the materials you post in the public areas of the Website.

8. Customer Care/Service

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

Email ID : matrimms2020@gmail.com Contact No : +91-9867 040 456

9. Unauthorized Users

It is possible that other Users (including unauthorized Users, or "hackers") may post or transmit offensive or obscene materials on the Website and that you may be involuntarily exposed to such materials. It is also possible that others may obtain personal information about you as a result of your use of the Website, and may use such information to harass or injure you. The MMS is not responsible for the use of any personal information that you disclose on the Website.

10. Dispute between Users

You are solely responsible for your interactions with other Users of the Website. The MMS reserves the right, but has no obligation, to monitor disputes between you and other Users. The Organization may at its discretion take appropriate action against errant Users. However, the MMS are not obliged to share such action with other Users, including complainants. The MMS expressly disclaim any responsibility or liability for any transactions or interactions between the Users.

11. Dealings with Advertisers

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Website, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that the MMS shall not be responsible or liable for any loss or damage of any kind whatsoever incurred as the result of any such dealings/ transactions, including the sharing of the information you supplied to the MMS with advertisers, or as the result of the presence of such advertisers on the Website.

12. Privacy of Users and their clients

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 MMS, the personal information/data provided to us by you during the course of usage of MMS 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.

13. Grievance Officer

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: matrimms2020@gmail.com,Grievance Officer: Ms. Kirti; Contact Address :M/s. Milan Matrimony Services, Sector-3, Ulwe, Mumbai, Maharashtra- 410 206. The Grievance office shall be available between 3-5 pm Indian Standard Time from Monday to Friday excluding Saturday, Sunday and public holidays in India. The Grievance officer is appointed as per Rule 3 (11) of The Information Technology (Intermediaries Guidelines) Rules, 2011. Any and all complaints to the Grievance Officer shall be in writing.

14. Proprietary Rights in the content on the Website

The MMS owns and retains complete rights in the Website and services provided by the Website. The Website contains copyrighted material, trademarks, and other proprietary information of its owners and its licensors. Except for that information which is in the public domain or for which you have been given permission, you agree not to copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information. These trademarks and trade names may not be used in connection with any product or service that is not the Website's, in any manner that is likely to cause confusion among customers or in any manner that disparages or discredits the Website. All other trademarks not owned by the MMS that appear on this Website are the property of their respective owners, who may or may not be affiliated with,connected to, or sponsored by the Website / Company.

15. Online Content

The MMS and/or the Website do not represent or endorse the accuracy or reliability of any User and their client profile, advice, opinion, statement or other information displayed / uploaded through the Website or through communication between users. The Website or any of its owners, staff or agents are not responsible under any circumstances for any action/display whether direct or indirect, which occurs as a result of online display of information in the nature of false details/illicit material / material that may be offensive to Users / clients or is patently offensive to the on-line community or any material which may promote racism, bigotry, hatred or physical/mental harm of any kind to any group or individual or transmit any chain letters or junk mail or unsolicited mass mailing or spamming or obscene material to other Users. The MMS does not monitor the conduct of its Users or guests and therefore the MMS does not take the responsibility of any conduct by its Users or clients who may avail / obtain / use / exploit the on- line service provided by the MMS in order to harass, abuse or harm another User or guest or use the said on-line service to promote / advertise / solicit anything without their prior consent or an act in any manner which may threaten the safety of Users. The MMS/Website expressly disclaims any liability or responsibility whatsoever and howsoever arising as a result of any content posted on the Website / made available to the Website by Users or clients or any third party. The MMS / Website does not hold any responsibility or liability for any illegal content posted on the Website by any Users or any third party. All liability, whether civil or criminal arising out of any content that is posted on the Website will be of that of the User / client / third party who has posted such content and the MMS / Website reserves its right to claim damages from such User / guest / third party that it may suffer as a result of such content posted on the Website.

16. Privacy Policy

Use of the Website is governed by its Privacy Policy.

17. Account Security

The User is solely and exclusively responsible for maintaining confidentiality of the username and password and all activities and transmissions through his/her user identification. You agree to immediately notify the Website/ MMS of any unauthorized use of your username or password or any other breach of security, and to ensure that you sign out from your account at the end of each session on the Website. The Website will not be liable for any loss or damage arising from your failure to comply with this provision.

18. Confidentiality

With the exception of the information provided to other Users pursuant to the terms of the Website and as provided in the Organization's Privacy Policy, the Organization will keep confidential all information supplied to the MMS by you, and shall use or disclose such information only for the purposes for which such information was collected, or as required by a court order, enforcement authority or under applicable law. If you choose to accept any offers from third-party advertisers made through the Website, the Organization may supply the advertiser with information you provided to the Organization.

19. Further Disclaimer

(a) Your access to and use of the MMS Services or any content is at your own risk. You understand and agree that the MMS services are provided to you on an "as is" and "as available" basis. Without limiting the foregoing, to the full extent permitted by law, MMS disclaim all warranties, express or implied, of merchant ability, fitness for a particular purpose, or non-infringement. MMS does not warrant that the Website, its servers, or e-mail sent from MMS are free of viruses or other harmful components. MMS will not be liable for any damages of any kind arising from the use of this MMS Website, including, but not limited to direct, indirect, incidental, punitive, and consequential damages.(b) MMS does not give any implied or explicit guarantee or warranty of marriage or alliance for your client choosing to register on our Website and using MMS services (both paid and free). Further, MMS do not assure you for any increase in income.(c) You expressly agree that your use of this Website is at your sole risk. (d) 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/website. (e) The MMS provides the service on the Website on an "as is" basis and grants no warranties of any kind, whether express, implied, statutory or otherwise with respect to the Website. The organization disclaims liability for, and no warranty is made with respect to, the connectivity and availability of the service. At all times and the organization does not warrant that the Website, it's servers, or e-mail sent from the Website is free of viruses/other harmful components.

20. Third Party website

MMS users understand and agree that MMS may allow third parties to put up advertisements on the MMS Website and MMS does not control the contents of such third party advertisement on the MMS 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. The MMS 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 your sole risk and responsibility.

21. Class Action Suits

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

22. General

In the event you file a false complaint against another user/client on our Website and consequently we have suspended/deleted that user/client 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 reserve our right to suspend your profile and forfeit any and all amounts paid by you for MMS services.

23. Limitation of Liability

(a) MMS or its Office bearers shall under no circumstances be liable or responsible to the Users or his/her authorized Representative or Registrant 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/App/Third Party Website/ MMS services.(b) In no event shall the organization be liable for any incidental, special, consequential or indirect damages arising out of or relating to the use or inability to use the Website, including, without limitation, damages for loss or corruption of data or programs, service interruptions and procurement of substitute services, even if the organization knows or has been advised the possibility of such damages. (d) In no event shall the organization be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of you or anyone else in connection with the use of the Website, including without limitation, bodily injury, emotional distress, and/or any other damages resulting from communications or meetings with other Users of this service or persons introduced to you by the Website.

24. Indemnity by Users

You agree to indemnify and hold harmless the MMS, its subsidiaries, affiliates, officers, directors, agents, and third parties, for any losses, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of the Website and/or arising from a breach of these Terms or any breach of your representations and warranties set forth above and/or any fraudulent act on your part.

25. Communication

All information, data, text, photographs, graphics, messages, tags, or other Content whether publicly posted or privately transmitted or otherwise made available Website members, are the sole responsibility of the person from whom such Content originated and shall be at the users sole risks and consequences. By becoming a user of the MMS, you agree to receive Emails & SMS messages from the MMS. By agreeing to register at Website, a user allows Website into get in touch with him/her from time to time. This could include offers, information, as well as promotions and others related to matrimony. MMS can use your email address and/or telephone number for this purpose. Further for any other communication, members agree to receive calls anytime from MMS on the contact details registered. MMS is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers or providers, computer equipment, software, failure of email or traffic congestion on the Internet. We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, User and/or Member communications or any communications by MMS to its users.

26. Governing Law

You agree that laws of India (regardless of conflicts of law principles) shall govern this Agreement, and that any dispute arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts in Mumbai, Maharashtra.

27. Termination

We/MMS in good faith reserve our right to terminate Users from MMS membership or suspend/delete your profile at our sole discretion without any notice to you. If I. Seek physical/financial favors from other Users or II. have provided incorrect information on our website III. have committed any fraudulent/ unlawful/ illegal activities through the use of our website 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 MMS users 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, VI. Unless otherwise provided in these Terms and Conditions, Users membership may be terminated by MMS without assigning any reasons by serving 7 (seven) days written notice. VIII. Upon termination / suspension of MMS membership, your right to use or access the MMS Website MMS services will cease immediately. All provisions of this terms and conditions that by their nature should survive termination, including, without limitation, disclaimers, and limitations of liability.

28. Jurisdiction and Applicable Law

A. The registration of MMS users and all MMS services are deemed to have been entered into within the territorial Jurisdiction of Mumbai, India. B. The MMS 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 Mumbai, Maharashtra, India.

29. Mode of Payment

As this business includes marriage bureaus/matrimonial consultants, the provision of their incorporation along with their clients are also available on the Website. Users may take marriage maturation fees/advance token charges as they agreed upon with their respective client groups. This fee will be the personal fee of the Users. The MMS do not take any responsibility of any transaction/promises/services between Users and clients. There are charges involved in it but our marketing executive may charge a registration fees of Rs.499/- per joining as a membership fees to become Users.

30. Refund and Assignment

(a) Payments made by any Users to MMS or its Users by way of membership / renewal fee / auto renewal/subscription are treated as non-refundable. (b) MMS Users shall not assign or transfer their account to any other person or entity, and such an act shall be treated as violation of terms and conditions and MMS shall retain their right and suspend/terminate their account. (c) MMS may, and you may not, assign, convey, subcontract or delegate rights, duties or obligations hereunder. This Agreement, accepted upon enrolling for the Website, contains the entire agreement between you and the MMS regarding the use of this Website. Unless otherwise explicitly stated, the terms will survive termination of your registration to the Website. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.