

Terms and Conditions of membership in Mynikaa.com

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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.mynikaa.com (the "Website").

Please read the following terms and conditions very carefully as your use of the Website and associated MN 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/MN member subscribe to or use the MN Services. If you do not want to be bound by the Terms and Conditions, you must not use the MN Website or the MN Services.

In these Terms, references to "You" or "User" or "MN member" shall mean the end user accessing the MN Website/MN services, its contents or using the MN Services offered. "MN Services" means a collective reference to the Mynikaa service provided by Curated Matchmaking Pvt Ltd, CIN : U74999KA2021PTC150117, a company under the provisions of companies act, 2013 and having its registered office at #35 S.R.T ROAD, SHIVAJI NAGAR BANGALORE BANGALORE KA 560051 IN ('CMPL/Company').

Scope

Mynikaa [MN] is personalized match making services of Curated Matchmaking Private Limited, which is valid for a period of the applicable package chosen by you (and visible on this website) from the date of taking the MN package and as detailed in Clause 3 herein below ("Tenure"). MN may at its sole discretion extend the MN services beyond Tenure, however if such MN services are provided based on additional payment to be made by the registered MN member, if any. Membership to MN is exclusively through invitation. MN is an endeavor to help you find your dream life partner (prospect) through the process of searching, shortlisting and contacting prospects, during the Tenure. Upon availing our MN service a dedicated Relationship Manager ("RM") will be assigned to you during the Tenure of MN Service. based on your set partner preference RM shall assist you in processing your request for lawful marriage partner search through the database of members listed on the consortium of portals owned by Curated Matchmaking Private Limited. MN Membership is

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

1. Eligibility

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

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

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

- 18 years or above (if you are a woman) or 21 years or above (if you are a man);
- Legally competent to marry as per the law applicable to you, and
- Not prohibited or prevented by any applicable law for the time being in force from entering into a valid marriage.

2. Enquiries to MN website

- While accessing the MN website, you may:
- Fill in the details for MN to call you back, or
- Call MN at the toll free number to enquire about the MN services, or
- Email your enquiries about MN services.
- Chat with the MN service team about the MN service.

3. Registration

(A) If you intend to register with MN, after enquiries of MN services, then MN shall send you a physical subscription form /online subscription form (as applicable) ('MN Subscription Form'), for keying in your essential details and filling in the blanks. We expect that you would complete the MN subscription form with fairness and honesty while furnishing your personal informations. You would appreciate that efficient and effective match making by MN (as part of MN services) depend upon yourself furnishing true, accurate, current and complete information, photo(s) etc. MN expect you to read the relevant column before entering in the details or selecting the option available or providing/uploading your photo(s). You are requested not to enter details of the profile in field other than the applicable field (including mentioning id's of other platforms/websites/applications/irrelevant information) or repeating your details in another fields, after filling them once in the relevant fields or providing other persons photographs. You further undertake that you alone shall be responsible or liable for any information provided to MN by you. In order to serve you better if MN requires additional details you agree to provide the same to MN. MN shall reproduce the MN Subscription Form details on "AS IS AS AVAILABLE" basis to other members (i.e. members listed on the consortium of portals owned by

Curated Matchmaking Private Limited/ MN database etc.), and MN members shall be solely liable for the information given by such MN member.

- (B) If at any point of time MN comes to know or has reasons to believe that any information provided by you for registration or otherwise is found to be untrue, inaccurate, or incomplete then MN shall have full right to suspend or terminate your membership and forfeit the amount paid by you towards MN membership fee and refuse to MN service to such MN member thereafter without any notice.

4. Tenure

Tenure of the MN service shall dependent upon the package offered by MN or for any tenure which may be introduced from time to time by MN and chosen by you after appropriate payment.

5. 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 MN service shall be subject to realization of the said payment. In case of dishonor of Cheque/demand draft; you shall be liable to pay applicable bank's cheque/DD bouncing charges. Further MN service to your account will be deactivated / suspended until you settle the value of the payment and applicable bank charges in cash.
- (B) MN may use third party payment gateways for collection of credit/debit card or other payment instruments. In case of such payment gateway failure the same would be communicated to the MN member by the payment gateway provider. MN 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, MN offers no guarantees whatsoever for the accuracy or timeliness of the refunds reaching the Members card/bank accounts through the payment gateways.
- (C) Member who has opted for any MN package in which the MN member needs to pay on success, then such MN member shall pay the balance amount on finalization of your marriage.
- (D) You agree to provide us with your Permanent Account Number / Form 60/61 of the Income Tax Act, 1961 and rules thereunder in the event you choose any paid package of CMPL, the value of such paid package being Rs.2,00,000/- [Rupees Two Lakh Only] and above from CMPL.

6. Role and Responsibility of MN

- (A) Upon enrollment into the MN services, MN shall assign a Relationship Manager (RM) to you, who will help you with the process of match making search during the tenure of MN service.
- (B) MN will endeavor to provide profile(s) as per your set partner preference subject to availability of profile in the data base of the consortium of portals owned by Curated Matchmaking Private Limited. The MN service will be carried out only during normal working hours of MN i.e., 09:30 am to 06:00 pm Monday to

- Saturday excluding Sunday and public holidays for Indian Members and for Non-Resident Indian Members the working hours shall be from 09:30 am to 06:00 pm (Indian Standard Time) [Monday] to [Saturday] excluding Sunday and public holidays in India. RM entrusted with your profile can contact the MN member at least 1 time in a week to update the MN member's on profile management.
- (C) The MN is under no obligation to furnish any definite number of profiles, if there are none available, which are corresponding to the partner preference set by you.
- (D) MN shall shortlist and initiate contact with prospects if age difference is as follows:
For male members - Prospects age difference is less than 10 years.
For Female members - Prospects is of same age or above.
- (E) Similarly in case Marital Status of the member is Divorced / Widowed / Separated / Annulled
then MN member shall shortlist and initiate contact with prospects who are Divorced / Widowed / Separated / Annulled only. MN will not get in touch with prospects with different marital status.
- (F) Suggestions made by RM are based on the data provided by the MN members in their partner preference. MN member is expected to exercise due care and caution while proceeding with finalization of marriage with the shortlisted profile.
- (G) The profiles shared with members are from the data available from the consortium of portals from Curated Matchmaking Private Limited.
- (H) Member who has opted for any MN package in which the MN member needs to pay on success such MN Members profile will be retained in the MN database until the member communicates finalization of his / her marriage or intention not to retain in the database expressly in writing.
- (I) At MN we value your privacy. We consider MN member contact information as confidential hence will be shared to prospect only after obtaining MN member's consent.
- (J) MN's responsibility is restricted only to offer match making profiles to MN members based on the partner preference set by MN members. MN cannot guarantee or assume responsibility for any specific results from the use of the data available from the consortium of websites/portal's from Curated Matchmaking Private Limited and / or the MN service. In case partner preference is modified by MN member, then the MN service search results may also undergo corresponding changes.
- (K) Shortlisted profile information link shared with MN members will be active only for 10 days from the shared date.
- (L) MN does not give any implied or explicit guarantee or warranty of marriage or alliance by you choosing to register on our website and using MN services.
- (M) As part of MN service, MN may, upon confirmation received from you and prospect, arrange for a meeting between you and prospect (with/without your/prospects family members/friends joining in). The venue of such meeting shall be duly intimated to you by RM.

7. Role and Responsibility of MN Member

- (A) To protect the broader interest of the registered MN member and increase the efficiency, RM shall only work with registered MN member. All MN members should disclose the details of email id and phone no. to RM. All communication between MN/RM will be to MN member only.
- (B) Acceptance by MN member shall be deemed final.
- (C) Any additional information / data required by MN for profile management shall be provided by the MN Member as and when so sought by RM. Time and opportunity loss associated with the delay in response shall be borne by the MN member themselves and MN/RM shall not be responsible for the same.
- (D) MN member can expect MN/RM to short list and share profiles of those prospects whose partner preference and expectations are matching with the MN member's profile. In case partner preference is modified by MN member, then the EM service search results may also undergo corresponding changes.
- (E) MN members are requested to exercise due care and caution while shortlisting the prospect and satisfy themselves before making a choice of your match through adequate efforts, initiatives and due diligence. MN will not be liable for short coming due to any misrepresentations made by any of its MN members/prospects to you.
- (F) MN members are expected to verify the credentials of the prospect such as family status, educational qualifications, financial status, occupation, character, etc.
- (G) MN Members are expected to provide latest photograph which should not be more than 3 months old. Providing old photographs, inaccurate / false information of their educational qualification and income details shall be treated as violation of terms and conditions and MN shall retain their right under clause 3 (b) of this terms and conditions.
- (H) MN members are expected to disclose their health records during 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 MN shall retain their right under clause 3 (b) of this terms and conditions.
- (I) MN Members are expected to refrain from :
 - A. Entering into financial transactions with shortlisted prospects prior to solemnization of marriage.
 - B. Dealing with shortlisted prospects before carrying out due verifications of the prospect.
 - C. Entering into physical relationship with prospect before marriage.
 - D. Sharing of confidential and personal data with each other but not limited to sharing of bank details, etc.
 - E. Not violates any law for the time being in force;
 - F. To serve us better MN may place Matrimonial Classifieds derived from our profile in newspapers, television or any other media at the discretion of MN masking the name and address of the member.

- G. MN members understands and agrees RM may convene the meeting between you and prospect (if both parties agree), and you shall bear/share the costs of such meeting with prospects (as may be mutually agreed with such prospectus, to the exclusion of MN.
- H. MN Members are expected to be cautious of prospects who call from multiple 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.
- I. MN Member cannot use the profile shared to them for the benefit of any third person(s) or for gaining any commercial benefits.
- J. MN Membership is restricted strictly to the registered MN individual member only. Organizations, companies, businesses and/or individuals carrying on similar or competitive business cannot become Members of MN and nor use the MN Service or MN members data for any commercial purpose. MN reserve its right to initiate appropriate legal action for such data misuse/theft
- K. MN member shall not assign or transfer your MN membership to any other person or entity.
- L. MN members cannot put the MN service on hold, even temporarily, for any reasons whatsoever. Based on the tenure of MN service and date of payment taken, the expiry of MN service will automatically happen on expiry of the Tenure of the applicable package taken by you.
- M. If the MN member fails to inform MN/RM about any change in the particulars furnished by MN member then the EM membership may be suspended at the sole discretion of MN.

8. Customer Care / Customer Service

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

Email ID : apply@mynikaa.com

Contact No : 91 9916 402 786

Address: Curated Matchmaking Private Limited

#35 S.R.T ROAD, SHIVAJI NAGAR

BANGALORE KA 560051

9. Medium of Communication to MN Members

- (A) MN member hereby consents for receiving communication including promotional communications through any medium of communications such as Emails and /or SMS/Calls/Chat from consortium of portals owned by CMPL or their alliance partners.
- (B) MN may contact the EM member through any of the above media to share the profile of the prospect by way of internal messages / links. MN 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. MN Member further confirms that even if MN Member is registered with the telecom service provider under the category Do Not Disturb / National Customer Preference Register the calls from MN 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 MYNIKAA.COM for contacting you as a shortlisted profile for their registered members, even after the MN service Tenure is over.

10. Confidentiality

- A. MN will maintain confidentiality of all personal information [other than that meant for sharing with the prospect] furnished by MN members and shall take all possible and /or bonafide steps for maintaining the confidentiality. However, MN member may divulge such information if required by law (without prior intimation to you).
- B. Any feedback you provide to MN member shall be deemed to be non-confidential. MN member shall be free to use such 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) MN 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 MN member for the feedback under any circumstances.
- C. You agree that MN 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 MN or CMPL's consortium of websites and may also send you communication in this regard.

11. Privacy of Membership

- (A) MN member is committed to protecting the member's privacy and shall take all efforts to protect any personal data provided to us by reasonable security safeguards against such risks as loss or unauthorised use, destruction, modification or disclosure of data etc.
- (B) Although we will strive to safeguard the confidentiality of your personally identifiable information, transmissions made by means of the Internet cannot be made absolutely secure. MN member understand and agree that MN will have no liability for disclosure of your information due to errors in transmission or unauthorized acts of third parties.
- (C) You also agree to keep the profiles shared with you as confidential, to avoid any misuse of the profile so shared by MN with you.
- (D) Please read and comprehend our Privacy Policy, which also governs your visit to MN website or for use of MN services, to understand our practices.

- (E) MN members agree that if their profile(s) is listed on the CMPL consortium of websites, and if their profile is crawled and indexed by search engines, where CMPL consortium of websites and its network does not have any control over the search engines behavior. In such an event MN shall not be responsible for such activities of other search engines/third party websites.
- (F) You agree that, when you use third party services through Website, you hereby grant MN 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 MN/its payment gateway and/or such third party service providers.

12.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: grievanceofficer@mynikaa.com,

Grievance Officer: Mr. Mohammed Maaz

Contact Address :M/s. Curated Matchmaking Private Limited

#35 S.R.T ROAD, SHIVAJI NAGAR

BANGALORE KA 560051

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.

13.Disputes between Members

- a. You would appreciate that MN endeavor to search the prospect on the basis of the partner preference set by both the registered members and share the contact details with each such prospect, after taking your due consent to share such contact details.
- b. MN is not a broker or the agent of any MN member and MN does not partake in the exchange of any kind of discussion between the MN members and prospects or the results of their discussion. MN Member's are solely responsible for the communications with prospect.
- c. MN shall not be held responsible for any interactions/ passing of information(s) etc. between any MN members via e-mail, call, chat or any other medium with prospect. And MN also expressly disclaims any responsibility or liability for any transactions or interactions between the MN members inter-se.
- d. MN has no obligation, to monitor any such disputes arising between the members, and MN shall not be party to any such dispute/litigation etc.

14.Content Right

- a. You (i.e. the EN member taking the MN package) acknowledge that you are responsible for the content and information including the profile details, photograph and other content provided at the time of the creation of the MN profile and also all the post and communication with other members. You hereby represent and warrant that you own all rights, title and interest in your content or have the necessary licenses, rights, consents, and permissions to provide the said content. However, by submitting the content to MN, you hereby grant MN 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 and the MN's business and services, including without limitation for promoting, communicating to the public and redistributing part or all of the content (and derivative works thereof) in any media formats and through any media channels.
- b. You hereby also grant MN a non-exclusive license to access your content and to use, reproduce, distribute, prepare derivative works of, display, communicate to the public and perform such content.
- c. While MN does not accept any obligation to monitor the content, if the content is found not to be in compliance with these Terms, MN may delete the content and / or terminate your registration without a refund of any subscription paid by you, in terms of clause 3 (b) of these terms and conditions. You agree that if the situation warrants, then CMPL may at its sole discretion put restriction on any MN member to other member's communications.
- d. MN 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 MN also reserves its right to initiate appropriate legal action against such individual, as and when MN get the knowledge of the same.
- e. Mynikaa.com is a brand owned by CMPL, retains and has complete rights in MN and the MN Service.
- f. CMPL reserves the right to proceed/initiate appropriate steps under the prevailing law against infringement by violators of the said proprietary rights for illegal copying, modifying, publishing, transmitting, distributing, performing, displaying, or selling of any such proprietary information.
- g. 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.

15.Renewal

Before the expiry of the Tenure of the MN package, you have the option to renew the subscription by paying the renewal fee for the MN package opted for.

16.Subscription Fee for the chosen MN Package

You will appreciate that to service your profile lot of time and energy of the MN is spend in assisting you in searching the profiles as per the partner preference set by you, etc. As such payments made to MN by way of registration / membership / renewal fee is /are treated as non-refundable. Payment once made cannot be assigned to any person/party or adjusted towards any other product or packages provided by the Company.

17.Third Party website

- (A) MN member understand and agree that MN may allow third parties to put up advertisements on the MN Website, and MN does not control the contents of such third party advertisement on the MN 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 CMPL 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) (B) The MN members agrees and understands that MN may also allow third parties to provide MN members services on the website like matching etc., and MN may also collect the payment for such third party services from you, and EM in this regard can have revenue sharing arrangement with the such third party, however in no event shall MN be liable to you for such third party services.
- (C) MN reserves the right to add/delete/alter/modify/suspend any or all the MN Services at any time as it may deem fit, without notice. The MN members are expected to see the change to the terms of MN services on the Website regularly.

18.Limitation of liability

- (A) MN likes to inform you that the exchange of profile(s) through or by MN should not in any way be construed as a matrimonial offer and/or recommendation and / or advice given to the member from or by MN.
- (B) CMPL / MN or its Office bearers shall under no circumstances be liable or responsible to the MN member or his/her authorized Representative or Guardian or any third party for any indirect, special, exemplary, incidental, or consequential damages of any character including, without limitation, damages resulting from the use of MN services / Website / third party website.
- (C) Notwithstanding anything to the contrary contained herein, MN'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 MN, for the MN Service during the term of MN membership.

(D) CMPL/MN will not be liable in case of any wrong match made due to any available data / profile from the CMPL's consortium of websites.

(E) CMPL / MN or its office bearers shall under no circumstances be liable, if any, AM member enter into financial transaction with any prospect or third party.

(F) CMPL / MN or its office bearers shall under no circumstances be liable, if any matrimonial alliance is not responded/reciprocated by the prospect(s).

19.General

- a. The MN 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.
- b. MN website act's as an intermediary as defined under sub-clause (w) of Section 2 of the Information Technology Act, 2000.
- c. In the event you file a false complaint against another prospects 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 MN services.
- d. Notwithstanding anything contained herein, MN reserves the absolute right to delete, in any manner as it deems fit, any content of any profile listing placed on website / CMPL consortium of websites (once such instance come to MN/CMPL's notice) in order to ensure compliance with 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/communication. MN 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.
- e. 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 12 of this terms and conditions.

While using MN service, in case of conflict between the terms and condition of Website, and terms and conditions of any other website including consortium of portal of CMPL, then the terms and condition of MN Website shall prevail for the MN service. However, for services rendered to MN member by CMPL consortium of portals, you agree that in case of conflict between the terms and condition of this Website, and terms and conditions of any other CMPL consortium of portal of CMPL, then the terms and condition of CMPL consortium of portals shall prevail.

20.Disclaimer

- (A) Your use of the MN Services or any content provided to you by MN is at your own risk. YOU UNDERSTAND AND AGREE THAT THE MN SERVICES ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. WITHOUT LIMITING THE FOREGOING, TO THE FULL EXTENT PERMITTED BY LAW, MN DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. MN does not warrant that the Website, its servers, or e-mail sent from MN are free of viruses or other harmful components. MN will not be liable for any damages of any kind arising from the use of this MN Website, including, but not limited to direct, indirect, incidental, punitive, and consequential damages.
- (B) MN does not give any implied or explicit guarantee or warranty of marriage or alliance by you choosing to use MN services.
- (C) (Notwithstanding anything contrary contained anywhere, under no circumstances, MN 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 MN/CMPL/ payment gateway/alliance partner/banks 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 MN);
- 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. You also understand and agree that MN is not counterchecking or authenticating the veracity of the data provided by any MN member while registering for MN services. MN Members are expected to counter check the veracity of the details of the prospects while shortlisting the prospect and satisfy themselves before making a choice of your match through adequate efforts, initiatives and due diligence. MN 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. MN will not be liable for any damages of any kind arising from the use of this MN services/Website/CMPL consortium of websites, including, but not limited to direct, indirect, incidental, punitive, and consequential damages.
- IX. Using/availing of third party services namely matching services etc. and for paying for such third party services through MN.
- X. MN 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.
- XI. 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.
- XII. You expressly agree that your use of this Website/MN services is at your sole risk.

21.Indemnity

Before the expiry of the Tenure of the MN By using our MN services you agree to defend, indemnify, and hold harmless MN, 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 MN. This defense and indemnification obligation will survive in perpetuity.

22.Breach

- (A) You agree that if we receive feedback/ complaints against your profile in relation to the facts that you are seeking physical / financial favors 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, then we in good faith reserve our right to suspend/delete the profile at our sole discretion without any notice to you.
- (B) MN reserves the right to forthwith terminate your membership, block/delete your profile and forfeit entire amount paid as membership fee; if at any time MN, in its sole discretion, is of the opinion or has any reason to believe that, you have violated these Terms and conditions. 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.

23.Termination

- (A) The MN membership may be terminated by MN/you without assigning any reasons by serving 7 days written notice on the other, all amount paid till date by you shall be forfeited.
- (B) Upon termination / suspension of MN membership, your right to use or access the MN website / MN service 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 MN Services shall not relieve you of any obligations arising or accruing prior to such termination.

24.Jurisdiction and Applicable Law

- (A) The registration of MN membership and all MN services are deemed to have been entered into within the territorial Jurisdiction of Bangalore, India.
- (B) The MN 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 Bangalore, Karnataka, India.
- (C) (You hereby, unconditionally and irrevocably confirm that you have read terms and conditions and agree to abide by them.