

## Terms & Conditions

These Terms and Conditions are a legal and binding Agreement between You ("the User") and Funware Technology(hereinafter referred to as "**Alone Call**"). Terms and Conditions state the grounds on which the User can use and/ or register with this [Alone Call.com](https://AloneCall.com) ("Site"/ "**Website**"/ "**Us**"/ "**We**"/ "**Our**"/ "**Alone Call**"). Terms and Conditions are updated from time to time at Our sole discretion and the most updated version is available on the Site at all times along with the date of last revision. Continued use by the User of the Site after any revision indicates the User's acceptance of the updated/ revised Terms and Conditions. By accessing the Site, and using the Services (as defined below) as offered in this Site, You become the User and become bound by, the terms and conditions of this Agreement and other Policies of Alone Call for as long as You continue to use/ visit the Site or Services.**IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, DO NOT USE OR REGISTER WITH THE SITE OR FOR THE SERVICES.**Your use, registration or participation in any manner with the Site or the Services being provided confirm, agreement to the Terms and Conditions and any applicable Policies.

- We at Alone Call provide matchmaking services consisting of recommendations and suggestions based on the Users' requirements (collectively, the "**Services**"). Alone Call may offer additional services or revise any of the Services, at its discretion at any future date in which case these Terms and Conditions shall apply to all additional services or revised Services. All rights to cease offering any of the Services on the Site are reserved with Alone Call.

### 1. Eligibility.

- a. Minimum Age. User of the Site must be at least 18 years old to use or to register at the Site for the Services. By using the Services on the Site, the User represents and warrants that he/ she is a minimum 18 years old. It is possible that certain Services may have other age requirements and such other age requirements are stated at the relevant places.
- b. Marital Status. By requesting to use, registering to use, or using the Services, the User represents and warrants that the User is not married or is divorced. If the User is not legally divorced, then the Services will not be available for the User till the divorce is legally achieved.
- c. Criminal History. By requesting to use, registering to use, and/or using the Service, the User represents and warrants that the User has never been convicted under any law governing us or the User. Alone Call reserves the right to conduct a criminal background check, at any time and using available public records, to confirm possibility of misrepresentation. By agreeing to these Terms and Conditions, the User consents to and authorises such check.
- d. Verification. By agreeing to the Terms and Conditions, User hereby authorises Alone Call (and its third party authentication agency) to conduct verification checks on the User/ You. The verification process is critical/ important for receiving the complete set of Services offered at the Site by Alone Call. The verification process is initiated and performed if:
  - i. Specifically asked by You to receive the defined set of Services offered at the Site;
  - ii. Alone Call, at its sole discretion decides to conduct a Verification check whenever deemed necessary.

In either case, the User will be appropriately notified and requested to provide the required documents and fill up the necessary Consent Forms for initiating and completing the Verification process.

User agrees and confirms that non-abidance of Verification requests made by Alone Call will render the Registered Account at the Site terminable at the instance of Alone Call without any recourse, whatsoever. Alone Call is authorised and justified in taking any action necessary on such refusal by the User.

User agrees and understands that Alone Call or its third party expert service provider and their associates are not the author or creator of the information coming forth in the Verification Checks. Under this premise and limitations, Alone Call or its third party expert service provider or their associates do not warrant accuracy, validity or completeness of the content of the Verification checks. Alone Call, expressly disclaims that the Verification checks will meet the User's aspirations or expectations and shall be performed in an uninterrupted manner. Verification check verifies the existence of the facts and information provided by the User, it does not verify the authenticity of the facts itself.

- e. Meeting Matching System Criteria. To register for the Services, the User has to undertake a Personality Assessment prepared by Alone Call specialists/ experts in the panel. User is expected to fill in/ respond to the questions in the Personality Assessment. This will be helpful for Alone Call to make recommendations of closest match in personality type and probable compatibility with the User. There is a possibility that occasionally the matching system cannot identify high quality compatible matches or meet the minimum matching threshold required in Our system for any given individual for either identifiable reasons or not, or for not completing the Verification Process, in which case We will not be able to provide the Services on this Site to the User and could even cause the Account to be terminated at the sole discretion of Alone Call. The User could also register with the Site if the same has been recommended through any of Our third party entity/ or corporate schemes. However, it is clarified that any such recommendation will not give rise to any liability on part of the third party entity/ or corporate recommending the Services and User will have no claim against the relevant recommending entity or Alone Call during the term of receiving the Services or thereafter.

## **2. Use of Site and Service.**

As a User of the Site or a User registered to use any of the Services (a "Registered User"), the User agrees to the following:

- a. Exclusive Use. The account with the Site is available under two categories, i) Paid account; and ii) Free User account. Once an account is created with the Site it is for the User's personal use only. The User may not authorize others to use the account. The account with the Site is non assignable and non-transferable to any third party whether a person or an entity. The User acknowledges and confirms that Alone Call is not responsible for third party access to the User's account that results from theft, hacking or misappropriation of user names and passwords.
- b. Geographic Limitations. The Site and Services are currently intended for Users within India. The Services and the Site at some time may be made open to other geographical locations as well and the same will be made known to the Users through notifications/

intimacy on the Site. The User agrees to at all times use the Services in a manner consistent with this Terms and Conditions and any and all applicable local, state, national and international laws and regulations, including, but not limited to, the one's of the location where the User is located or is a national of. By using the Services, as a User You represent that you have not been designated by any applicable law or regulation as a person / entity to whom the provisions of the Services can not be provided and who is prohibited from receiving the Services. Registration for, and use of, the Services become void if the same have been prohibited and the User uses or registers with the Site. You are responsible for determining whether the user of the Services is legal in your jurisdiction

- c. Information Submitted. The User is solely responsible for, and assume all liability regarding, (i) the information and content provided at the Site for the Service; (ii) the information and content the User posts, transmits, publishes, shares or otherwise makes available (hereinafter "**Post**") to Alone Call for the Services; (iii) User interactions with other Registered Users through the Services; and (iv) the information provided in the Personality Assessment. The Site shares User information with the specific User's matches.
- d. Risk Assumption and Precautions. All risks when using the Services and the Site, including but not limited to all of the risks associated with any online or offline interactions with others, including meeting other matches remain with the User. The User is expected to use his / her best judgement in experiencing any of the benefits/ requirements of the Services. The User agrees to take all necessary precautions when meeting individuals through the Site and under the Services. In addition, the User agrees and confirms to review and follow the recommendations set forth in the Site as pointers to Safety and/ or mailed to User from time to time. The User undertakes to adhere to the Safety pointers and shall all times be responsible for all outcomes of meeting/ sharing information and/ or being in a short or a long term relationship through the Services/ Site. It is accepted and understood by the User that at all times the User shall use his/ her judgement and discretion in receiving the Services through the Site or proceeding with a match and/ or deciding to be in a relationship with a match herefrom.
- e. No Guarantees. Alone Call through the Site and its specific systems attempts to provide matches on a best effort basis, however, every User may not find ideal matches through the Services. Furthermore, Alone Call does not make any representations or guarantees regarding the number or frequency of matches through the Service, or the ability, desire or criteria of such proposed matches to communicate with the User. The User fully understands and accepts that Alone Call makes no guarantees, either express or implied, direct or indirect, regarding User's ultimate compatibility with matches'/ individuals the User meets through the Service or as to the conduct of such individuals.
- f. Background and Verification Checks. Alone Call engages with third party experts for conducting basic background verification checks and does not take any guarantees for the same other than as offered, represented, warranted and undertaken by such third party experts providing these services to Alone Call. By accepting the Terms and Conditions and having a Registered Account with the Site, the User has agreed to get the Self Verification Process completed. User agrees and accepts that if the User refuses/ fails to get the Verification check completed then, Alone Call at its sole discretion, without any recourse from the User, have the right to terminate the Account. The set of Services offered at the Site are linked to completion of the Verification process and the User may receive corresponding permits based on the Verification.
- g. No Tolerance for Objectionable Content or Abusive Users. Abuse, trolling, inappropriate & objectionable content such as (but not limited to) threats, nudity,

obscenity etc. are an immediate violation of the Terms of Use of Alone Call. If any such violation is brought Our attention via a “Report User” mechanism or other mechanism, Alone Call will take strict and relevant action against such violation.

Alone Call does not guarantee or warrant the accuracy, validity or completeness of the Verification check done by the third party expert service provider and disclaims that the outcome of the Verification Check will meet the User’s aspirations or expectations. It is clarified that the Verification Check is verifying the existence of facts and information provided by the User voluntarily for verification it is not for verifying authenticity of the facts. If any of the state, municipal or other government records indicate a conflict in facts vis-à-vis the information provided by the User, then Alone Call is likely to rely on the professional judgement of the third party expert service provider in determining the outcome of the Verification Check. If Alone Call, in its sole and fair judgement believes that false information provided by the User is with an intention to mislead the Verification Process or alter the outcome of such verification check, or defame Alone Call, or in any manner negatively impact the Services or Alone Call’s ability to deliver the Services to other Users, then defaulting User accepts that Alone Call will have complete rights in law and tort against the User in question. Alone Call at its sole discretion may choose to take any action it deems fit.

- g. Reporting of Violations. The User is obligated and will promptly report at the Site any violation of the Terms and Conditions by others, including but not limited to, Registered Users as soon as the User becomes aware of the same.
- h. Content Removal. Alone Call reserves the right, but has no obligation, to monitor the information or material User submits to the Site or the Posts in the public areas of the Services or linked to other public sites. Alone Call at all times reserves all rights to remove any such information or material that in its sole opinion violates, or may violate, any applicable law or either the letter or spirit of this Terms and Conditions or the integrity of any other User or upon the request/ report of any third party. Alone Call reserves the right to remove matches previously delivered to the User, in its sole discretion, in order to maintain the quality of experience and authenticity of the Site, without any recourse from the User.
- i. Posting and Communication Restrictions. The User will not post on the Services, transmit to other users, communicate any content (or links thereto), or otherwise engage in any activity on the Site or through the Services, which:
  - i. promotes any kind of discriminatory material, racism, bigotry, hatred, or physical harm of any kind against any group or individual;
  - ii. is intended to or tends to harass, annoy, threaten or intimidate any other users of the Site or Services;
  - iii. is defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, obscene or otherwise objectionable;
  - iv. contains others' copyrighted content (e.g., music, movies, videos, photographs, images, software, etc.) without prior approval of the owner;
  - v. contains video, audio photographs, or images of another person without his or her permission (or in the case of a minor, the minor's legal guardian);
  - vi. promotes or enables illegal or unlawful activities, such as instructions on how to make or buy illegal weapons or drugs, violate someone's privacy, harm or harass another person, obtain others' identity information, create or disseminate computer viruses, or circumvent copy-protect devices;
  - vii. intended to defraud, swindle or deceive other users of the Services;

- viii. contains viruses, time bombs, trojan horses, cancelbots, worms or other harmful, or disruptive codes, components or devices;
  - ix. promotes or solicits involvement in or support of a political platform, religion, cult, or sect;
  - x. disseminates another person's personal information without his or her permission, or collects or solicits another person's personal information for commercial or unlawful purposes;
  - xi. is off-topic, meaningless, or otherwise intended to annoy or interfere with others' enjoyment of the Site;
  - xii. impersonates, or otherwise misrepresents affiliation, connection or association with, any person or entity;
  - xiii. solicits gambling or engages in any gambling or similar activity;
  - xiv. uses anything or other automated technology to access the Site or Services;
  - xv. uses the Site or Services for chain letter, junk mail or spam e-mails;
  - xvi. collects or solicits personal information about anyone under 18 years of age; or
  - xvii. is in any way used for or in connection with spamming, spimming, phishing, trolling, or similar activities.
- j. No False Information. By registering with the Site and receiving the Services the User undertakes not to provide inaccurate, misleading or false information to Alone Call or to any other user or recommended/ suggested matches. If information provided to Alone Call, or at the Site or another user subsequently becomes inaccurate, misleading or false, within the User's knowledge then the User will promptly notify the Site of such change or discontinue usage of the Site/ Services if User does not require the Services any longer.
- k. No Advertising or Commercial Solicitation. The User undertakes not to advertise or solicit any user to buy or sell any products or services through the Site or Services. User is strictly prohibited against transmitting any chain letters, junk or spam e-mail to other users. Further, no User shall use any information obtained from the Services in order to contact, advertise to, solicit, or sell to any user without their prior explicit consent of Alone Call and the other such User. It is clarified that any such use of information shall be to the sole liability and responsibility of the User engaging in such activity. Breach by any of the Users of the terms of this subsection and sending or posting unsolicited bulk email, "spam" or other unsolicited communications of any kind through the Services will cause substantial harm to Alone Call, and that the amount of such harm would be extremely difficult to ascertain. As a reasonable estimation of such harm, the User shall be liable and agrees to pay Alone Call a minimum of INR 1,00,000.00 for each such unsolicited communication.
- l. Single Bona Fide Profile. As a Registered User of the Service, the User is expected to create only one bona fide profile. In addition, it is stressed that the use of the Service must be for bona fide relationship-seeking / matchmaking purposes in order to maintain the integrity of the Services being offered through the Site (for example, User is discouraged from becoming a User for casual relationships, solely to compile a report of compatible singles in User's area, or to write a school research paper or create a database for other similar sites or creating and collating database for any such purpose). From time to time, Alone Call creates test profiles in order to monitor the operation of the Services and also offers a feature to refer profiles/ prospective Users. The Users, at their will, can accept these offers and refer profiles to Alone Call. All references to the Site, made by a User shall be of his/ her free will and wish.
- m. Selection of Profiles. Alone Call may offer promotions from time to time on the Site and in the context of the Services. Please note for any promotions on the Site, the User



shall be under no obligation to accept the same. The User acknowledges and accepts that the decision to whether or not to accept the promotion offered or meet or to proceed with meeting or engaging in any relationship with any suggested/ recommended matches will be the sole discretion of the User in question, Alone Call shall not be liable or responsible for any outcome whatsoever of such suggestions/ recommendations of matches or offering the promotions on the Site. It is clarified that all suggestions/ recommendations are made in good faith and with intentions of well being whether or not to explore those suggestions/ recommendations are solely and totally in the judgement and assessment of the User. User is encouraged to review Our Safety pointers while proceeding with any match in a more committed manner.

- n. No Harassment of Alone Call Employees or Agents. The User is prohibited from harassing, annoying, intimidating or threatening any Alone Call employees or agents engaged in providing any portion of the Services. If any User breaches this provision of these Terms and Conditions, then Alone Call may take any legal action it deems appropriate against such User without prejudice to Alone Call's any other rights in law or tort.
- o. Social Media. The Site may provide User the option to connect your Site account to any account on some social networking sites (such as via Facebook, twitter etc.) for the purpose of logging in, uploading information or enabling certain features on the Service. Please note, Alone Call owes no responsibility for privacy practices of such websites which are not owned, controlled or managed by Alone Call. If in following such links User may be asked to share any information governed under these provisions with the third party websites and thus the User shall be solely responsible for sharing and handling, storing, possessing and use of that information with such third party websites. Usually, third party websites are governed by their own Privacy guidelines and the User is encouraged to review these carefully to understand the handling of information at third party sites. The User is aware and confirms that in such a scenario User will be governed and bound by the policies of the third party website and Alone Call will not be liable in any manner for any misuse, thereunder. Each social network allows User to set privacy controls around on their system, and Alone Call's collection of information will always follow such controls and permissions. This feature is subject to continuous change and improvement by Alone Call and each social networking site involved, and therefore the available features and shared information are subject to change without notice or consent of the User. All information shared on the Site by the User is used in compliance with the Privacy Policy on the Site. We recommend User reads the Privacy Policy on our Site, carefully. Once connected, some of the User matches may also be able to see information about the User's social network, such as the size of your network and your friends, including common friends. By connecting the User account on this Site to other social networking site, the User unconditionally consents to the continuous release of information about the User to Alone Call. It is clarified, Alone Call does not send any User account information to the connected social networking site without first disclosing that to the User. The User at all times has the right to opt-out of this provision by making alterations in the Account Settings page on the Site.
- p. Third Party recommendations. Users registered/ registering with the Site from third party corporate recommendations will have to follow all procedures and requirements specified on the Site including the Verification Process and shall be governed by these Terms and Conditions and the Privacy Policy and are expected to consider Our Safety Guidelines provided on the Site. There is no preferred User status for any User at the Site. All third party corporations recommending the Site among their work force do so

as per their company policies and do not incur any liability from doing so or their referred User receiving the Services on Alone Call's account.

### **3. Proprietary Rights.**

- a. Ownership of Proprietary Information. The User confirms and agrees that Alone Call is the owner of highly valuable proprietary information, including without limitation, the patented compatibility matching system, compatibility profiles, and Personality Assessment being shared on the Site (collectively, "**Confidential Information**"). Alone Call owns and hereby retains all proprietary rights in the Services, the information provided in the Site and the Site, including but not limited to, all Confidential Information.
- b. No Use of Confidential Information. The User undertakes to not post, copy, modify, transmit, disclose, show in public, create any derivative works from, distribute, make commercial use of, or reproduce in any way any (i) Confidential Information or (ii) other copyrighted or copyrightable material, trademarks, or other proprietary information accessible via the Services, Site or the information on the Site without first obtaining the prior written consent of Alone Call, who is the owner of such proprietary rights.
- c. Other Users' Information. Other Registered Users may post copyrighted information, which has copyright protection whether or not it is identified as copyrighted. The User undertakes not to copy, modify, publish, transmit, distribute, perform, display, commercially use, or sell any Confidential Information of Alone Call or any information copyrighted or copyrightable or not of third party proprietary information available via the Services or the Site.
- d. License to Posted or Accessed Content. By posting information or content to any profile pages or public area of the Services, or making it accessible to Alone Call by linking the User account with the Site to any social network accounts (e.g. via Facebook, twitter etc.), the User grants unconditionally and in perpetuity, and represents and warrants that the User has the right to grant, to Alone Call and its users, an irrevocable, perpetual, non-exclusive, fully-paid, worldwide license to use, reproduce, publicly perform, publicly display and distribute such information and content, and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sub-licenses of the foregoing. From time to time, Alone Call may create, test or implement new features or programs on the Site in which the User may voluntarily choose to participate or may be a part of a test group with special access, in accordance with the additional terms and conditions of such features or programs. By participating in such features or programs, the User grants and unconditional and perpetual right to Alone Call and consents to terms and conditions (if any) of such features or programs.

### **4. User Information.**

- a. Privacy Statement. For information about the collection and possible use of information and material provided by the User at the Site please review the Privacy Policy on the Site.
- b. No Contact Information. User agrees that User will not post any e-mail addresses, personal website address, personal phone numbers on a third party website, or other contact information in the "About Me" section of the Service or in any other communications the User may have with other users. The User may, at his/ her

discretion, exchange such information after the User reaches “anonymous messaging” phase with the appropriate, shortlisted and approved by the User as his/ her preferred match.

- c. Disclosure By Law. The User is aware and agrees and consents unconditionally to disclosures of information on the Site required to be made: i) under law by Alone Call; ii) at the request of a third party under various consent forms; iii) any investigative requirement, or if Alone Call, in its sole discretion, believes that disclosure is reasonable to (1) comply with the law, requests or orders from law enforcement, or any legal process (whether or not such disclosure is required by applicable law); (2) protect or defend Alone Call's, or a third party's, rights or property; or (3) protect someone's health or safety, such as when harm or violence against any person (including the user) is threatened; or (4) in support of a fraud/ legal investigation/ verification checks.
- d. Disclosure to Protect Abuse Victims. Notwithstanding any other provision of this Terms and Conditions or the Privacy Policy, Alone Call reserves the right, but has no obligation, to disclose any information that the User submits at the Site, if in its sole opinion, Alone Call suspects or has reason to suspect, that the information involves a party who may be the victim of abuse in any form. Information may be disclosed to authorities that Alone Call, in its sole discretion, deems appropriate to handle such disclosure. Appropriate authorities may include, without limitation, law enforcement agencies, child protection agencies, or court officials, expert professional investigative agencies. The User understands the provisions of this subsection and grants Alone Call unconditional, perpetual right and permission to make such disclosure.
- e. Use of Anonymous Information for Research. By using the Services, the User permits Alone Call to anonymously use the information from the User and User experiences through the Services to continue / contribute to Alone Call's research into successful relationships and to improve the experience and quality of the Services. Such research is conducted by psychologists and behaviour research scientists on the panel of Alone Call, and may be published in academic journals. However, all of User responses will be anonymous, and nothing containing User's personal identifying information shall be published.

## **5. Links to Third-Party Web Sites / Dealings with Advertisers and Sponsors/ Third Party recommendations.**

The Services may contain links to web sites of third-parties, including without limitation, advertisers, which are not under the control of Alone Call, and Alone Call is not responsible for the content of any linked site or any link contained in a linked site, or any changes or updates to such web sites. Alone Call provides these links as a convenience on the Site, and the inclusion of any link does not imply that Alone Call or the Site endorses or accepts any responsibility for the content on such third-party web site. The Users correspondence or business dealings with, or willingness of participation in promotions of, advertisers or sweepstakes sponsors found on or through the Services (including payment, other than when payment details are stored with Alone Call for keeping credit details and delivery of services, any personal information or opt-in contact information voluntarily given to advertisers and sweepstake sponsors, and any other terms, conditions, warranties or representations associated with such dealings) shall be solely between the User and such advertiser or sweepstakes sponsor or third party. The User acknowledges and confirms that Alone Call will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, including the sharing of the information the User shares/ provides to Alone Call with advertisers or sweepstakes sponsors, or any third party or as the result of the presence of such



advertisers or third parties on the Services. Please visit the Privacy Policy on the Site to learn more about how User information is handled by Alone Call. All Users receiving the Services or registering on the Site at the recommendation of any third party corporation do so on their risk and shall at all times be governed by the applicable Terms and Conditions and Policies on the Site. Alone Call does not warrant anything nor does it incur any liability towards such Third Party recommending Corporate. All recommendations to the Site is being made by the Third Party corporate at its own instance with no liability incurred on behalf of Alone Call

## **6.Disclaimer of Warranty.**

- a. No Warranties. THIS SECTION WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. ALONE CALL PROVIDES THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" AND "BEST EFFORTS" BASIS AND GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, DIRECT, INDIRECT STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES OR THE RESULT OF THE SERVICES OR THE SITE (INCLUDING ALL INFORMATION CONTAINED THEREIN), INCLUDING ANY IMPLIED WARRANTIES OF CORRECTNESS, VALIDITY, ACCURACY APPROPRIATENESS, FITNESS, COMPATIBILITY FOR A PARTICULAR PURPOSE OR OUTCOME OR NON-INFRINGEMENT. ALONE CALL DOES NOT WARRANT THAT THE USE OF THE SERVICES WILL BE SECURE, UNINTERRUPTED, ALWAYS AVAILABLE, ERROR-FREE OR WILL MEET THE USER'S REQUIREMENTS, OR THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED OR RESULT IN THE DESIRED RESULTS. NOR DOES IT REPRESENT OR WARRANT THAT ANY MATCH RESULTING IN MARRIAGE IS OF THE HIGHEST COMPATIBILITY AND SHALL NEVER RESULT IN DIVORCE OR SEPARATION. ALONE CALL DISCLAIMS LIABILITY FOR, AND NO WARRANTY IS MADE WITH RESPECT TO, THE CONNECTIVITY AND AVAILABILITY OF THE SERVICES AT ALL TIMES AND THE RESULTS OF THE USE OF THE SERVICES. ALONE CALL DISCLAIMS LIABILITY FOR THE OUTCOME OF THE VERIFICATION CHECKS FOR PARTICULAR USER EXPECTATIONS OR ASPIRATIONS AND VERIFICATION OF FACTS AND INFORMATION PROVIDED BY THE USER FOR SELF VERIFICATION/ VERIFICATION CHECKS. ANY THIRD PARTY ENTITY OR CORPORATE RECOMMENDING THESE SERVICES TO ANY USER WILL NOT BE LIABLE FOR ANY SERVICES OR RESULTS THEREOF PROVIDED TO THE USER. ALONE CALL NOR ANY THIRD PARTY RECOMMENDING ENTITY WARRANTS ANYTHING ABOUT THE USAGE, RESULTS, OUTCOMES, PERFORMANCE OF THE SERVICES, EITHER DIRECTLY OR INDIRECTLY AT ANY POINT IN TIME. ALL RISKS OF RECEIVING THE SERVICES IS TO THE ACCOUNT OF THE USER WHO IS IN COMPLETE AWARENESS AND WILLINGNESS WITHOUT ANY FORCE SUBSCRIBING TO THE SERVICES.
- b. Third Party Content. Opinions, advice, statements, offers, or other information or content made available through the Services, but not directly by Alone Call, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. ALONE CALL DOES NOT: (i) GUARANTEE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED ON THE SERVICES, OR (ii) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY

OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY OTHER THAN ALONE CALL, OR (iii) THE BACKGROUND VERIFICATION INFORMATION PROVIDED BY THE THIRD PARTY EXPERT SERVICE PROVIDER AGENCY. UNDER NO CIRCUMSTANCES WILL ALONE CALL BE RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM ANYONE'S RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON THE SERVICES, OR TRANSMITTED TO OR BY ANY USERS OR ANY RELATIONSHIP RESULTING IN MARRIAGE OR ANY MARRIAGE RESULTING IN DIVORCE OR ANY BACKGROUND VERIFICATION INFORMATION BEING FALSE.

- c. New Features. From time to time, Alone Call may offer new features or tools with which its users may experiment on the Services. Such features or tools are offered solely for experimental purposes and without any warranty of any kind, and may be modified or discontinued at Alone Call's sole discretion. The provisions of this Disclaimer of Warranty section apply with full force to such features or tools.

## **7.Limitation of Liability.**

- a. Incidental Damages and Aggregate Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ALONE CALL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE THE SERVICES, RESULT OF USING THE SERVICES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR RECOMMENDATION OF THE SITE, FAILED MARRIAGE ACHIVED THROUGH THE SITE, OUTCOME OF VERIFICATION CHECKS, LOSS OR CORRUPTION OF DATA OR PROGRAMS, SERVICE INTERRUPTIONS AND PROCUREMENT OF SUBSTITUTE SERVICES, EVEN IF ALONE CALL KNOWS OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL ALONE CALL BE LIABLE FOR ANY LIQUIDATED OR PUNITIVE DAMAGES.
- b. No Liability for non-Alone Call Actions. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ALONE CALL BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, LIQUIDATED, PUNITIVE ARISING OUT OF OR RELATING TO RECOMMENDATION OF THE SITE, THE CONDUCT OF USER OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, FINANCIAL LOSS AND/OR ANY OTHER DAMAGES RESULTING FROM COMMUNICATIONS OR MEETINGS WITH OTHER REGISTERED USERS OF THE SERVICES OR AS A RESULT OF USING THE SERVICES. THIS INCLUDES ANY CLAIMS, LOSSES OR DAMAGES ARISING FROM THE CONDUCT OF USERS WHO HAVE REGISTERED UNDER FALSE PRETENSES OR WHO ATTEMPT TO DEFRAUD OR HARM OTHER USERS OR FAILED MARRAIGES OR DIVORCE OF WEDDINGS CASUED UNDER THE USE OF THE SERVICES.
- c. Information Verification. Alone Call and its contractors may use various ways, including engaging third party information verification service providers of verifying information that users have provided. However, none of those ways are perfect, and the User agrees that Alone Call and its contractors will have no liability towards the User

arising from any incorrectly verified information. At all times the User has the right to undertake information verification of matched users with whom the User is desirous of progressing and exploring.

## **8.Indemnification.**

The User agrees to indemnify, defend and hold harmless Alone Call, its affiliates, subsidiary and parent companies, and each of their officers, directors, employees, agents and related third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of any third party claim that (a) the User's use of or inability to use the Site or Services, (b) any user postings made by the User, (c) the User's violation of any terms of this Terms and Conditions or the User's violation of any rights of a third party, or (d) the User's violation of any applicable laws, rules or regulations, or (e) the User's providing any false information to Alone Call or conspiring and abetting with any third party for seemingly substantiating such false information to appear as true. Alone Call reserves the right, at its own cost, to assume the exclusive defence and control of any matter otherwise subject to indemnification by the User, the User will co-operate fully in asserting any available defences in such case.

## **9.Communication and Privacy.**

Alone Call may use the User email address to send messages notifying of important changes/updates to the Services or special offers. Further, Alone Call may contact User by telephone if the number is voluntarily provided on the Site, in order to communicate with you regarding the Services. User can at any time opt out of this if User does not want to receive such email messages or telephone calls. Users are requested to review our Privacy Policy carefully to understand the usage indicated here.

## **10.Term and Termination.**

10.1 These Terms and Conditions become effective upon the User clicking on "I Accept" on the Site and will remain in effect in perpetuity unless terminated hereunder. Either the User or Alone Call may terminate the User account at any time, for any reason or no reason, without explanation, effective upon sending written notice to the other party. Alone Call reserves the right to immediately suspend or terminate the User's access to any of the Services, without notice, for any reason or no reason. Alone Call also reserve the right to remove the User's account information or data from Services and any other records at any time at Alone Call's sole discretion. Alone Call does not use the User's information once this Terms and Conditions are terminated or the Services are not being used, however, some information/ data about the User may remain archived with Alone Call. In the event the account is terminated or access denied or suspended due to the breach of these Terms and Conditions or any other reason, then the User agrees that fees paid to Alone Call will be nonrefundable and all outstanding or pending payments will immediately become due and accelerated payment. The User may terminate the account by accessing the Account Settings or the User can stop accessing the Site and using and receiving the Services. Non payment of renewal fees on time will also be an indication of the User's desire to terminate his/ her account and discontinue receiving the Services. Following any termination of any Registered User's use of the Service, Alone Call reserves the right to send a notice thereof to other Registered Users with whom the User has corresponded. If the User wishes to continue exchange with any of the other users after terminating this Terms and Conditions, then that will be at the sole discretion, responsibility

and liability of such Users and Alone Call will not be responsible for any outcome/ impact or result of such interactions.

10.2 Termination shall not affect any liabilities incurred by the User prior to the termination or for acts performed while registered with the Site which may result in a dispute post termination nor any provision expressed to survive or to be effective on termination shall expire. The obligations set out in this Section shall remain in full force and effect notwithstanding termination.

## **11. Cancellations.**

- a. Cancellation At Any Time With No Refund. Except as otherwise stated in this section, the User may cancel his/ her registration or subscription to Services at any time during the term of such registration or subscription or any renewal period by accessing the "Account Settings" page under the "My Settings" option. In such case, the subscription will terminate at the end of the subscription term for which payments have been made. There will not be any refund for any unused days of such subscription term.

## **12. GENERAL PROVISIONS.**

13.1 Agency. This is a principal-to-principal relationship and does not attempt to create any employee-employer or agency relationship. Services are being provided by Us as an independent entity and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant, or employer and employee between the Parties hereto or any affiliates or subsidiaries thereof or to provide the User with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of Alone Call.

13.2 Assignments. Alone Call may assign, in whole or in part, the benefits or obligations of this Agreement to its associate's of affiliates of other group company, or any other company, pursuant to a restructuring or re-organization or demerger of its organization or operations causing a change in management or something of the nature. Alone Call shall not require approval or consent of the User, it can at its discretion provide an intimation of such assignment to the User.

13.3 Force Majeure. Alone Call shall not be liable for its failure to perform under this Agreement as a result of any event of force majeure events like acts of god, fire, wars, sabotage, civil unrest, labour unrest, action of Statutory Authorities or local or Central Governments, change in Laws, Rules and Regulations, affecting the performance of Alone Call, Payment Gateways or any other channel partners.

13.4 Governing Law, Settlement of Disputes and Jurisdiction. Any dispute or claim relating to it, its enforceability or its termination under these Terms and Conditions shall be governed by the Arbitration and Conciliation Act, 1996 by a sole arbitrator appointed by Alone Call. The arbitration proceedings shall be held in English language at New Delhi. The courts at Delhi shall have exclusive jurisdiction over any disputes relating to the subject matter herein.

13.5 Waiver. Unless otherwise expressly stated, failure to exercise or delay in exercising a right or remedy, hereunder shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies, and no single or partial exercise of any right or remedy, hereunder

shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

13.6 Survival of Provisions. Terms and Conditions will survive termination of the same by the User or by Alone Call.

13.7 Severability. If any provision, hereunder becomes, in whole or in part, invalid or unenforceable but would be valid or enforceable if some part of that provision was deleted, that provision shall apply with such deletions as may be necessary to make it valid. If any Court/Tribunal of competent jurisdiction holds any of the provisions, hereunder unlawful or otherwise ineffective, the remainder shall remain in full force and the unlawful or otherwise ineffective provision shall be substituted by a new provision reflecting the intent of the provision so substituted.

13.8 Notices. All notices, requests, demands, waivers and other communications required or permitted to be given hereunder shall be @ [contact@Alone Call.com], if to Alone Call, if to the User it shall be to address registered with the Site. 13.8

13.9 Right to Seek Injunction. The User accepts and acknowledges that the breach of the Terms and Conditions may cause Alone Call irreparable harm, and thus confirms and accepts that Alone Call will be entitled to seek extraordinary relief in court, including but not limited to temporary restraining orders, preliminary injunctions and permanent injunctions without any preconditions, in addition to and without prejudice to any other rights or remedies that Alone Call may have under law and tort.

13.10 Miscellaneous. Terms and Conditions, Privacy Policy and other policies on the Site or made known by us from time to time, comprise the entire agreement between the User and us regarding the use of this Service, superseding any prior agreements/ correspondences between the User and us related to the User's use of this Site or Services (including, but not limited to, any prior versions of Terms and Conditions). If any provision of the Terms and Conditions are held invalid, the remainder will continue in full force and effect. The titles are for convenience only and have no legal or contractual effect.

## **User Engagement Terms & Conditions**

By applying for an account with Alone Call Program(referred to herein as “the Program”) you are expressly signifying you agree to the following terms and conditions and affirm you will abide by the acceptable use policies outlined in this Agreement (“the Agreement”). We encourage you completely read the following terms and conditions carefully as they form the Agreement between you (also referred to herein as “you” or “user”) and Alone Call (referred to hereinafter as “we” or “us”) and you agree to be bound by these terms and conditions for as long as you continue to interact with the program.

This Agreement pertains to anyone who enrolls in the Alone Call Program and to all websites owned, operated, published and / or controlled by Alone Call or parent company.

We reserve the right to modify the terms of the Agreement at any time. Any changes made will be considered effective immediately upon notice. Notice of changes to the Agreement will be posted on the site whenever significant updates are made. Your continued use of the Program after such notice signifies your acceptance of these changes. A link to the Agreement will



always be made available to you through inclusion in the footer located on the bottom of the Program's home page for your review at any time.

## **ELIGIBILITY**

Alone Call.com Program, its websites and services are intended for use solely by adults only. Access or use of the Program or the Service in any way by individuals under the age of 18 years old is strictly prohibited.

By registering and submitting an application to the Program you warrant that you are of legal age (18 years of age or older) and that you have the right, authority and capacity to enter into this Agreement and abide by all terms and conditions outlined herein.

## **ENROLLMENT**

To enroll in the Program you must submit an application via our secure registration form. You agree that the information you provide about yourself ("account data") is truthful, accurate, current and complete. It is also your responsibility to update your account data to ensure its continued accuracy as long as you are an active participant in the Program. You acknowledge that should your account data be found to be false or inaccurate in any respect we reserve the right to withhold commissions and suspend access to the program, up to and including possible termination of your account.

Applications to the program shall be approved or denied at our sole discretion. We reserve the right to reject or deny any application for enrollment into the Program for any reason whatsoever.

## **ACCEPTABLE USE**

As a registered participant with Alone Call.net you agree to use the Program in accordance with the following guidelines for acceptable use. Failure to abide by the guidelines outlined in the Agreement may result in actions including withheld commissions and suspended access to the program up to and termination of your account.

You agree that in your use of the Program you will abide by the following:

1. SPAMMING OR SENDING UNSOLICITED COMMERCIAL EMAIL OF ANY SORT IS NOT TOLLERATED.
2. You may not solicit users for any purpose (this includes offering personal escort services). You may not share links or place links through any use of the program at any time.
3. Through your use of the program you may not discuss or promote illegal activities or questionable, illegal or obscene content or subject matter. Examples include but are not limited to content that is harassing, abusive or obscene; advocates violence or harm to one's self or others; depicts minors in sexual situations; or promotes racism, hate speech, or encourages violations of civil rights.
4. You may not discuss your participation in the program with other users of the service as fully outlined in your Non Disclosure Agreement.
5. You may not perform any action intended to circumvent the navigational structure or security of the Program or the Service, including, without limitation, forged routing or email address information, IP spoofing, alteration of registration including bypassing manual submit of a date of birth and TOS agreement, or manipulation of cookies.
6. You may not modify, adapt, sublicense, sell, reverse engineer, manipulate or otherwise disassemble any portion of the website or any of the proprietary software of the Program or encourage others to do so;

7. You may not perform any action intended to interfere with or damage the Service, including, without limitation, the use of viruses, Trojan horses, spyware, malicious code, or denial of service attacks; and
8. You may not assist any third party in performing any of the actions listed above  
You are solely responsible to ensure your actions in participating in the Program are not in violation of our Acceptable Use or any other terms included in the Agreement. If you are unsure if an action falls within the guidelines of Acceptable Use we encourage you to contact support or email the company directly. We are more than happy to review your account, offer advice and assist you in any way we can to remain compliant with our rules and regulations so we may continue to work together.

## **COMMISSION**

Commissions generated through the Program via participation and use of pay per play features that allow a Chat Hostess to earn a per-minute rate as long as the paying user on the other end remains engaged. Commission is decided by a sliding scale / tiered commission plan which benefits program participants based on the amount of activity and length of time a Chat Hostess successfully remains active within the Program. These rates are published on the program page of Alone Call.com

Payout amounts and available commission plans are subject to change. Should the company exercise its right to edit a commission plan changes shall take immediate effect. All pending commissions will not be recalculated and will remain unaltered. Commissions are earned on revenue generated by premium feature usage of the service only, other transactions customers may make through the service, its affiliates, or partners are not eligible to be included in the Program. Participants in the Program may be held liable for fraudulent transactions. Any commission earned from revenue that is entered into dispute by an issuing bank or cardholder will be deducted from the account balance.

## **PAYOUTS**

Pay periods run from the 1st through the 15th and from the 16th to the end of each calendar month. Payouts are calculated and are due to be cut 5 business days from the close of the previous pay period. Payouts are made semi-monthly and occur bi-weekly on average.

If an account is flagged for suspicious or fraudulent activity payments may be held until an investigation can be completed and a resolution can be determined. Investigations are typically resolved in 2 weeks but can take up to 30 days. During that time any residual sales will be calculated and added to the pending commission on hold. At the conclusion pending commissions will either be released at the close of the following pay period or removed at the time of account termination depending on the result of the investigation.

## **RELATIONSHIP OF PARTIES**

This Agreement does not constitute any employment relationship and shall not be construed to create any partnership or joint venture between the parties. As a participant in the Program you are not a sales representative, agent, or employee of the Company and have no authority to make any representations or accept any offers on our behalf.

## **TERMINATION**

You acknowledge and understand that Alone Call may choose to end your relationship to the Program at our sole discretion for any reason, including, but without limitation, your breach of the terms outlined in the Agreement. Should we choose to sever your relationship with the

Program without cause you will receive notification in writing sent to the email address on record and any pending commission due at the time of severance will be paid out by check. Upon notice of termination you agree to promptly destroy or return any and all materials that contain or relate to our products and services in your possession.

You agree that termination of your access to the Program may occur without prior notice or written warning should your account be found in violation of any of the terms outlined in the Agreement. By breaching the Agreement you understand you are not entitled to any unpaid balances, transfers, or credits remaining at the time of termination. Termination of your Chat Hostess account does not terminate the Agreement.

Accounts soliciting members in any way, promote illegal activities or engage in profane or harassing behavior are in breach of the Agreement and are subject to immediate termination.

### **PROPRIETARY RIGHTS**

All content and materials available on Alone Call.net as well as those made available through the Program and subsequent properties are the sole property of SMC and are protected by our rights and /or the rights of our licensors including but not limited to trademarks, copyrights, service marks, publicity, patents, trade secrets, and proprietary software. Except for that information which is public domain or which you have been given express permission you will not duplicate, modify, publish, transmit, distribute, perform, display, sell, license or rent any such proprietary information.

You agree to not systematically retrieve data, content, or other materials from the Program with intention to create or compile a collection, compilation, database, directory or the like whether by manual methods, employing the use of scripted programs or by any other means. You agree not to use our company name, domain name, or any of our other trademarks as metadata for other websites. You agree not to hot link, display in a frame or otherwise link any content not made available through the Program originally hosted on our Service.

### **COOPERATION WITH LAW ENFORCEMENT AGENCIES**

Alone Call.net reserves the right to fully comply with any and all law enforcement agencies and court orders requesting or directing the company, its affiliates and content providers to disclose information regarding any individual who is using or has used the Program or has obtained content available or in association with the website. By accepting this Agreement and through continued access to and use of the Program you agree to waive and hold harmless the company, its affiliates and content providers from any and all claims resulting from any and all actions that result from cooperation with any law enforcement agency or legal authority's investigations.

### **DISCLAIMER OF WARRANTY**

YOU ACKNOWLEDGE AND UNDERSTAND THAT IN USING OUR SERVICE PROVIDED THROUGH THE ALONE CALL.NET WEBSITE YOU DO SO AT YOUR OWN RISK. THE PROGRAM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THE COMPANY GRANTS NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY IN REGARDS TO THE SERVICE OR THE WEBSITE. ALONE CALL.NET EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING, BUT WITHOUT LIMITATION, WARRANTIES OF AVAILABILITY, ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

YOU ACKNOWLEDGE AND UNDERSTAND THAT WE DO NOT WARRANT THE PROGRAM OR THE SERVICE WILL BE ALWAYS ACCESSABLE, UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR THAT DEFECTS IN THE SERVICE OR ERRORS ON THE SITE WILL BE CORRECTED. YOU UNDERSTAND THAT WE WILL NOT BE HELD LIABLE FOR ANY POTENTIAL LOSSES DUE TO DOWNTIME FROM ERRORS IN HARDWARE OR SOFTWARE, HOSTING ISSUES, OR OTHER TECHNICAL ERRORS. WE ARE NOT RESPONSIBLE FOR ANY PROBLEMS, TECHNICAL ERRORS OR MALFUNCTION OF ANY TELEPHONE LINES, COMPUTER SYSTEMS, NETWORKS, COMPUTER EQUIPMENT, SERVERS OR PROVIDERS, HARDWARE, SOFTWARE, EMAIL CLIENT, OR MEDIA PLAYERS ON ACCOUNT OF THECNICAL PROBLEMS OR TRAFFIC CONJECTION ON THE INTERNET OR AT ANY WEBSITE OR COMBINTION THEREOF, INCLUDING DAMAGE OR INJURY TO USERS' OR ANY OTHER PERSON'S COMPUTER RELATED TO OR RESULTING FROM PARTICIPATING OR DOWNLOADING MATERIALS IN CONNECTION WITH THE PROGRAM. UNDER NO CIRCUMSTANCES AND UNDER NO CAUSE OF ACTION OR LEGAL THEORY SHALL THE COMPANY OR ANY OF ITS AFFILIATES, ADVERTIZERS, PROMOTERS, DISTRIBUTION PARTNERS, SHAREHOLDERS, LICENSEES OR CONTENT PROVIDERS BE LIABLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM ANYONE'S ACCESS TO THE WEBSITE OR USE OF THE PROGRAM OR ANY CONTENT ON THE SITE.

NO INFORMATION OR ADVICE OBTAINED BY YOU IN ORAL OR WRITTEN FORM FROM OUR COMPANY, ITS AGENTS OR EMPLOYEES THROUGH OR FROM THE PROGRAM WILL SUPERCEED THIS AGREEMENT OR CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

#### **LIMITATION OF LIABILITY**

YOU ACKNOWLEDGE AND UNDERSTAND IN NO EVENT WILL ALONE CALL.NET OR ITS PARENT COMPANY BE LIABLE TO YOU FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES OR LOSS OF DATA, LOSS OF PROGRAMS, COST OF PROCUREMENT OF SUBSTITUTE SERVICES OT SERVICE INTERRUPTIONS ARISING FROM USAGE OR INABILITY TO USE THE PROGRAM OR ACCESS THE WEBSITE EVEN IF ALONE CALL.NET, ITS AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU ACKNOWLEDGE AND UNDERSTAND THE COMPANY WILL NOT BE HELD LIABLE FOR ANY FAILURE OR DELAY IN PERFORMING SERVICE WHERE SUCH FAILURE OR DELAY IS DUE TO CAUSES BEYOND THE COMPANY'S REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, NATURAL DISASTERS, ACTS OF TERRORISM, GOVERNMENTAL ACTS, LAWS AND REGULATIONS, LABOR STRIKES, THE BREAKDOWN OF COMMUNICATIONS SYSTEMS OR INFRASTRUCTURE, HARDWARE OR SOFTWARE FAILURES, PIRACY, OR TRANSPORTATION STOPPAGES.

YOU ACKNOWLEDGE AND UNDERSTAND IN ALL EVENTS ALONE CALL.COM 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 ALONE CALL.COM FOR THE SERVICE

DURING THE TERM OF MEMBERSHIP AND THAT IN NO EVENT WILL THE COMPANY'S AGGREGATE LIABILITY TO YOU OR ANY THRID PARTY IN ANY MATTER ARRISING FROM, IN RELATION TO, OR CONNECTED WITH USE OF THE SERVICE OR THESE TERMS EXCEED THE SUM OF ONE HUNDRED DOLLARS (\$100 USD).

Certain jurisdictions limit the applicability of warranty disclaimers and limitations of liability so the above disclaimers of warranty and liability limitations may or may not apply to you based on your state and local laws.

## **INDEMNITY**

You agree to defend Alone Call.net, its shareholders, employees and agents, affiliates, service providers, and billers from any and all third party claims, liability, damages, and expenses as well as compensate all costs, including, but not limited to, reasonable attorneys fees, arising from your use (or any other user of your account) of the Program, your violation of the terms outlined in the Agreement, your provision of content to the Program, or your infringement of any intellectual property or other individual's rights.

## **Privacy Policy**

### **Data we collect and usage**

Alone Call asks for User"s personal information (email, demographic location and address, age, name, sex, phone number, preference in partner selection, payment details, personality facets, interests when the User registers with the Site.

This information is readily available on the Site and only viewable by the User on logging into the account. The User at all times has the option not to provide this information without agreeing to register with Alone Call.

All information collected at the Site to become a Registered User is obtained purely for providing the Services (please review the Terms and Conditions) and to improve the quality of your experience from the Services.

This privacy Policy discloses the privacy practices of Alone Call applicable to the handling of the information collected at the Site.

The User information collected at the Site is of two categories, Personally Identifiable Information and Non-Personally Identifiable Information. Personally Identifiable Information of the User can be specifically used to identify the User as an individual whereas, the Non-Personally Identifiable Information does not identify the User individually. Specifically, Alone Call uses the information collected at the Site for providing high quality Services and suggesting and recommending matches best suited for the User, processing payments, assessing User preference and compatibility aspects. All information collected on the Site could be used to resolve disputes, troubleshoot problems, collect receivables, measure gauge for surveys on User interest in the Site, inform User about promotions and offers, detecting fraud and other criminal activity, to enforce Terms and Conditions and other related policies.



By registering with the Site and consenting to Terms and Conditions and related policies at the Site, User agrees and confirms his/ her consent to providing Alone Call this information, which is lawful, necessary and permissible. Our products or services may include third-party products or services. When you use these products or services, they may also collect and use your information to serve you. User at all times has the right to withdraw consent by communicating it to Alone Call or discontinuing use of the Site and Services offered by Alone Call. Upon the User opting out to withdraw such consent Alone Call will not be under any obligations to provide the Services nor will it be liable for the Services provided till then.

**The information the User provides at the Site, may come to Alone Call through the following sources:**

- a. Log Files. Every time the User visits the Site, Alone Call servers automatically gather information from User browser (such as IP addresses, browser type, Internet service provider (ISP), referring/exit pages, platform type, date/time stamp, and number of clicks) to analyze trends, administer the site, prevent fraud, track visitor movement in the aggregate, and gather broad demographic information. This information provides an idea of which parts of Site the User visits. Log files are not shared externally.
- b. Cookies. "Cookies" are used to keep track of some types of information. These are very small files placed on User's computer, which allow Alone Call to count the number of visitors to the Site and distinguish repeat visitors from new visitors. Cookies allow Alone Call to save user preferences and track user trends. Please bear in mind if the user browser is set to reject all cookies, the User's experience may not be optimum and the Site may not function properly. Cookies are not linked to any Personally Identifiable Information and Users who refuse cookies assume all responsibility for any resulting loss of functionality.
- c. Web Beacons. "Web beacons" are small transparent graphic images that are often used in conjunction with cookies in order to further personalize the Site for Users and to collect a limited set of information about the visitors to the Site. Web beacons could be used in email communications in order to understand the behavior of customers. Web beacons are not linked to any Personally Identifiable Information.
- d. Mobile Analytics. Mobile analytics software could be used to allow Alone Call to better understand the functionality of our mobile software on User phone. This software may record information such as how often the User uses the application, the events that occur within the application, aggregated usage, performance data, and where the application was downloaded from. This information is not linked to any Personally Identifiable Information.
- e. Information About the User. When the User is a Registered User or a recipient of the Services, then Alone Call collects a wide variety of information about the User. For the Services, the User has to provide answers to Alone Call Compatibility Assessment. The answers the Users provide is used by the specialists on the panel of Alone Call to prepare a personality profile of the User to match it with other compatible partners. All individual responses to the questions about User personality in the Alone Call Compatibility Assessment is held strictly confidential, while other non-Personally Identifiable Information (like first name, occupation, height, colour of skin and eyes etc.) is used to build the User's "My Profile". It is possible that details of marital status, recent log-in date and other profile/account information of the User may be displayed to the User's recommended matches. All photo(s) or video(s) provided by the User as part of profile content, the User agrees and confirms that these may be made available

to User's matches and users of the Services. Except as otherwise stated in this privacy policy, User personally identifiable information is not disclosed to any third party.

- f. Payment /Purchase Information. To process payment/ purchases, Alone Call may require User name, address, phone number, email address and credit card information. Such information is used primarily to process User order or as otherwise described herein. Alone Call adheres to strict security guidelines with respect to the storage, possession and handling of such information and protecting it against unauthorized access. It is clarified that Alone Call does not store User's credit card information. User transaction on Alone Call is authorized and being processed by PayU/ HDFC payment gateway/ any other authorized payment gateway directly without any information passing through Alone Call. Thus, all information related to credit/ debit card is stored/ held with Our authorized payment gateway. Only information relating to credit/ debit card is stored with Alone Call for the cases where Users" are under auto-renewal for the Account and subscription of Services. Alone Call, handles the information only in accordance with the provisions of the applicable law as made applicable from time to time and only for the duration lawfully required, thereunder.
- g. E-mails and Telephone Calls. User e-mail address is required while registering for the Services. e-mails are used for both transactional (e.g., confirmation for registration with the Site, credits, notifying of matches) and promotional (e.g., newsletters, new services, special discounts, etc.) purposes.
- h. Mobile Device. If User has registered any mobile device or uses the mobile device to access the Site, then device information may get collected (such as mobile device ID, model and manufacturer), operating system and version information, and IP address.
- i. Demographic Data. Demographic data could be collected on the Site. This data is used to tailor User's experience at the Site, showing content that which might interest them, and displaying the content according to their preferences. Some of this information may be shared with advertisers on a non-personally identifiable basis.
- j. Online Survey Data. Information may be shared periodically during any voluntary member surveys. Users are encouraged to participate in such surveys as it helps in improving the Services. Survey responses are not linked to personally identifiable information, and all responses are anonymous.
- k. Information Regarding User Friends. The Site encourages Users to refer a friend for the Services by sending us a friend's name and email address. This information remains in our database, and such referred person could be sent a one-time e-mail containing User's name and inviting them to visit the Site. Such e-mail will also include instructions on how to remove their information from Alone Call database. User agrees not to abuse this feature by entering names and addresses of those who would not be interested in the Services.
- l. Public Forums. Alone Call has a blogging facility on the Site and the blogs on the Site may contain posts which are relevant to dating and relationships and is available to Users and visitors to the Site. Any information that is disclosed in the comments section of the blog section becomes public information and User is expected and confirms that the User shall exercise caution when deciding to disclose any Personally Identifiable Information. To request removal of personal information from any blog, User has to contact Alone Call at [contact@Alone Call.com](mailto:contact@Alone Call.com). In some cases, Alone Call may not be able to remove the information from the blog, in which case Alone Call will inform the User of such inability.
- m. Use for Research. In addition to the uses outlined above, User agrees to allow Alone Call to anonymously use the information from User experiences to continue our research into successful relationships. This research, conducted by psychologists and

behavior research scientists on the panel of Alone Call may be published in academic journals. All responses are kept anonymous, and not published.

- n. Use for Verification checks. The User is aware that to continue to receive the Services offered at the Site, it has to undertake the mandatory verification checks. The User agrees that information provided for the verification check is true and correct and is being provided voluntarily with complete knowledge of the purpose of its use by Alone Call and its authorized third party expert Service Provider for such verification. The Verification Check is conducted solely for the purpose of providing a richer experience in the Services. The verification process is kept anonymous and confidential and not shared with any third party other than authorized entities of Alone Call.

## **Disclosure of Your Information**

**Disclosure to User's Matches.** For providing the Services Alone Call will disclose User profile information and verification results to recommended/ Suggested matches. Photos and other profile information posted by User will be available for viewing. Alone Call could make features available enabling User matches to share User profile information, including photos, with members of their social network(s). User contact information is never shared with User matches.

User agrees and confirms that non-abidance of Verification requests made by Alone Call will render the Registered Account at the Site terminable at the instance of Alone Call without any recourse, whatsoever. Alone Call is authorised and justified in taking any action necessary on such refusal by the User.

User agrees and understands that Alone Call or its third party expert service provider and their associates are not the author or creator of the information coming forth in the Verification Checks. Under this premise and limitations, Alone Call or its third party expert service provider or their associates do not warrant accuracy, validity or completeness of the content of the Verification checks. Alone Call, expressly disclaims that the Verification checks will meet the User's aspirations or expectations and shall be performed in an uninterrupted manner. Verification check verifies the existence of the facts and information provided by the User, it does not verify the authenticity of the facts itself.

**Disclosure By Law.** User acknowledges and agrees that Alone Call may disclose information User provides if required to do so by law, at the request of a third party, or if in Alone Call's sole discretion, believe that disclosure is reasonable to

1. comply with the law, requests or orders from law enforcement, or any legal process (whether or not such disclosure is required by applicable law);
2. protect or defend Alone Call's, or a third party's, rights or property;
3. protect someone's health or safety, such as when harm or violence against any person is threatened; or
4. for investigative purposes.

**Search Engine.** Some portions of User profile may be available to search engine crawlers and therefore may appear in internet search results, but no Personally Identifiable Information will be included in such search results.

Information Transferred As a Result of Sale of Business. Alone Call may buy or sell assets and, depending on the transaction, User Personally Identifiable Information may be one of the transferred and acquired assets.

### **Links to or Access from Other Sites**

Users may be able to access account or content from third party sites, such as social networking sites, by way of various applications. The privacy policies and practices of such sites in connection with information User discloses on such sites may differ from that on the Site. User is encouraged to review the policies and practices of these sites to ensure that the privacy of the information User submits on their site does not conflict with and is consistent with how User wishes this information to be treated. Alone Call is not responsible for the privacy policies or practices or the content of any other websites that may provide access to, or be linked to or from, this Site, including that of any social networking sites and third party advertisers whose offerings require User to navigate away from this Site.

### **Information Sharing**

Alone Call does not rent, sell or share any personal or sensitive information of User other than as mentioned in this Privacy Policy, with any third party.

### **Opt-out Provisions**

User has the right to opt-in or opt-out of any marketing/promotional/newsletter mailings. Upon opting out, provisions of this Terms and Conditions and the related policies will become applicable. However, Alone Call reserves the right to send service related communication without offering User the facility to opt-out. User can update your account settings and information at any time. At User's request, Alone Call can cancel User registration and remove/block personally identifiable information from it's database. However, this information may remain in archives even after deletion or termination of User account as required by law and the handling of the same is in accordance with the provisions of the applicable law and as intimated by the government agency from time to time.

### **Security Practices**

Alone Call follows stringent security techniques and requirements for handling sensitive and personal information. These techniques and requirements are fully compliant with the guidelines set forth under law. Alone Call servers are accessible only to authorized personnel. User information logged under the Terms and Conditions is shared with respective personnel only on need to know basis and/ or for the purpose of completing a transaction and/ or to providing Services. All representatives handling information under these provisions are under contractual confidentiality obligation with Alone Call. While, Alone Call takes every step to safeguard the confidentiality of User personal information, by using the Site, User agrees and confirms that Alone Call is not liable for any disclosure due to errors in transmission or unauthorized acts of third parties.

### **Safety Guidelines**

## **Making User Experience Safe at Alone Call**

At Alone Call, we aspire to provide Users with recommendations and suggestions for matchmaking which could be most compatible based on the information provided by the User. Finding a highly compatible match and being in a lasting relationship online is a likely probability through Alone Call. However, the choices and decisions in the context always rest with the User. We are committed to assisting by providing guidance and support to the User for the User discovering User's best qualities and those of potential partners.

User's judgment, choices, decisions and instincts are necessary at all times and can not override the recommendations We make in good faith. We highly stress that there is no substitution for acting with caution and best judgement. Some guidelines for assisting with the User's interaction with probable matches through the Site are given below:

### **1. Please do not ignore your own Best Judgment**

Alone Call monitors User account activity and investigates all complaints, however, verifying criminal background of each account is not possible for Alone Call. Users' should bear in mind it is always possible for people to misrepresent themselves. Some basic verification of information provided on the Site is conducted by Alone Call through engaging third party experts. Such verification is warranted only to the extent and quality, these third parties offer. However, assessing a match's authenticity and genuine interest in a lasting relationship is ultimately the User's responsibility. Users' are urged not to ignore any facts or feelings that seem inconsistent or "do not feel right". User has to trust one's own instincts and remember that User has control over the situation at all times. If during any interaction with any probable match, the User is suspicious, then Alone Call recommends it would be best for User to end such interactions. If during a personal interaction classified as a meeting for getting to know each other, the User is uncomfortable, then the best option would be to leave and discontinue future interaction.

We recommend the User should be aware of some of the below mentioned indications when getting to know someone new:

- Please be careful if anyone who you meet through the Services immediately requests to talk or chat on an outside email or messaging service than that offered through the Site. The Site offers a securing messaging service;
- Please be watchful of people who claim that meeting you was a matter of destiny especially at early stages in communication/ interaction when you are just getting to know such probable match;
- Please be very careful and vigilant about people you claim to be of certain location and all the time seem to be travelling and does not have any chances of being in a city as yours reducing chances of meeting of you feel ready for it;
- Please do not believe any stories for need of money particularly someone who asks for money, goods or anything similar, whether or not you have met such a person;
- Please be careful of people who ask you to assist/ support or engage in any manner with personal transactions (depositing money, transporting something etc.);
- Please take any relationship at a pace most comfortable to your own self and be careful of someone wants the relationship to progress faster than your comfort;
- Please verify, if someone indicates a sudden personal crisis and pressures you to provide any kind of assistance particularly financial;



- Please be careful in interacting, if someone asks inappropriate questions. These could be anything which make you uncomfortable;
- Please be careful of someone who requests for your home or work address under the pretext of sending flowers or gifts and particularly when you don't feel ready to share the same;
- Any sort of inconsistency in what anyone says;
- Any sort of vagueness in responding to specific questions or avoiding certain questions which feel important to you;
- Please be very careful in interacting with someone who urges you, directly or indirectly, to compromise your principles;
- Any person who doesn't feel responsible or right for you or seems to be blaming others all the time;
- Please be careful in interacting with someone who insists on getting overly close, very quickly particularly when you do not feel ready for it;
- Any person who claims to be recently widowed or divorced and this information was not already provided in his/ her profile with the Site and who gives explanation on why it was not provided. Someone who has recently been out of a committed relationship could also be grieving and may not be fully ready for a more committed relationship which you may want;
- If someone disappears suddenly from the Site then reappears under a different name or is missing for large periods of time. If a match we recommend does any of the above activities or anything which makes you suspicious in any other way not listed above, please report this by emailing at [contact@Alone Call.com](mailto:contact@Alone Call.com) so that Alone Call can take appropriate action against such User and such User's access to the Site.

## **2. We recommend NEVER Share Financial Information or Certain Personal Information with any match**

NEVER give credit card number or bank information or any passwords, including e-mail passwords;

NEVER share information which could reveal your passwords like, mother's maiden name, date of birth etc. or other private information that can be used to access your financial information.

NEVER send money to someone you meet online or to someone the person requests to, especially by wire transfer.

Immediately stop communicating with anyone who pressures you for personal or financial information or attempts in any way to trick you into revealing it.

## **3. Always Protect Your Account at Alone Call**

When accessing User account from a public or shared computer, use caution and be aware of your surroundings so that others are not able to view or record your password or other personal information.

## **4. Be very Cautious When Sharing Personal Information**

We strongly encourage Users to be cautious when sharing personal information that could reveal identity. Never include last name, email address, home address, telephone number, place of work or any other identifying information in Internet profile or initial email messages. We urge Users to refer to Our security guidelines and resist the urge to provide a personal email or phone number right away, even if you feel a strong connection. We encourage you to get to know a match well before sharing personal details and only if you feel confident to do so. Sharing such information immediately, do not support trust in a relationship as most people seeking these for malicious reasons may convey.

We understand that speak on the phone with a prospective match can be important step in getting to know each other, however, before you share phone numbers, User should make sure that the need to respect each other's privacy and other important issues have been discussed and agreed upon. If either of the people in the match decide to end communication in the future, agree not to use the phone number of the other as a means to pursue an unwanted relationship. For added security, try using your phone's privacy features when you call, like private number blocking.

## **5. Do Your Own Research on any recommended match you wish to progress with**

While we conduct certain types of screening and utilize a variety of screening technologies and verification methods through various resources, please note such screenings can not override what you wish to research or assess. Personal safety and securing a future in a relationship is always one's own responsibility. We urge Users to conduct any verification and screening they wish to perform for their safety on the matches, recommended/ suggested.

The background check conducted on the Users is very limited in nature, We expect honesty from Users when filling the Compatibility Assessment while providing personal information about themselves, to provide correct date of birth, marital status, city and state of residence, occupation, educational background and other information.

Regardless of the connection a User may feel with any of the matches, We encourage Users to do their own research before or even after meeting in person. This can include typing match's name into a search engine, or using a paid service to obtain a full background report. Also pay serious thought to gut feelings. Pay attention to the details someone shares. If the User feels anything that doesn't seem to be right, we strongly recommend Users to follow their intuition and stop communicating with that person.

## **6. Use Caution When Deciding to Click on Any URL Link**

If any match shares a URL link to a favorite website or article as part of the get-to-know-you communication process User should always use good judgment and be cautious when deciding to click on any URL links. In particular, be aware of links that lead to web pages which look similar or identical to Alone Call homepage, including its log-in fields. These links are typically sent as attempts to 'phish' for log-in information from users in order to compromise user accounts. You should report any such phishing attempts to Alone Call immediately. The only way to log in to User account with Our Site is through Alone Call webpage and by directly accessing [www.Alone Call.com](http://www.Alone Call.com)

## **7. Take Your Time to decide on a match or even progressing in a relationship**

Online communication can sometimes accelerate one's sense of comfort and intimacy and thus, makes it necessary to get to know each other better through other means. Alone Call offers secure anonymous messaging system for use for as long as it is required for getting to know the recommended match.

Even though Alone Call's Compatibility Assessment creates extremely compatible matches, it can not replace the need for your own experience. It is vital to meet and get to know each other in a meaningful way. So we recommend, allow time for a variety of experiences to occur. In cases of long-distance relationships, if possible, you should consider living in the same area for a significant time before committing to a more serious relationship. Move slowly and pay attention to the reality of the relationship.

## **8. Make Your meetings Safe**

Meeting in person can be exciting. It is fun to explore the level of chemistry you share with the match, but always exercise reasonable caution.

### **While meeting a Match, Please Do:**

- Choose the time and place of such a meeting. Meet in a public place at a decent hour during which lots of people will be around. Evening and night arrangements can be avoided for initial meetings;
- It could be best to abstain from alcohol consumption in the first few meetings;
- Using one's own transportation for initial meeting would be best. Wherever possible, try not to share place of residence immediately unless you are absolutely sure and comfortable of doing so;
- Always share your plans and when you will return with a friend or a family member. Also, try to leave the address behind of the place where you going to meet. If the choice of place is not made by you, it would be good idea to check the same in advance a day or two before;
- Carry a fully charged mobile phone with easily accessible emergency numbers.

## **9. Always be Respectful and Kind**

Users should always be respectful and treat matches as User would want them to treat User. Not every match is going to be right for you so closing communication with matches and having matches close communication with you is a natural and healthy part of the process. Alone Call is about bringing two compatible people together who have a solid foundation from which a long-term relationship would have a high probability of success. User still needs to carefully consider whether this particular person is the one with whom User would like to further a relationship. If User feels the need to end communication, then be honest, direct and polite. The sooner User addresses this determination, the better.

If a recommended match feels the need to close communication with User, please respect their wishes. If User still persists, then Alone Call could be constrained to take adequate steps to prevent such User to receive such Services.

## **10. Report Concerns About a Match to Alone Call**

Alone Call works diligently to close Users who misrepresent to other Users on our Site, and member complaints are taken, seriously. If User has concerns about a particular match, please do not hesitate to contact us so that appropriate steps can be taken to keep Alone Call safe. Email your concerns to: [contact@Alone Call.com](mailto:contact@Alone Call.com).

If We close an account for suspect activity, inappropriate behaviour or falsified identity, User may be notified via email to discontinue communicating with the match in question. We strongly encourage all of our members to review emails received from Alone Call to ensure this communication is received promptly.

We hope these guidelines will help to make User experience a success, and find a life partner/soul mate, as so many others.