

SHUBHAVIVAH.IN

TERMS AND CONDITIONS

This document is an electronic record in terms of the Information Technology Act, 2000 and rules there under pertaining to electronic records as applicable and amended. This electronic record is generated by a computer system and does not require any physical or digital signatures.

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.shubhavivah.in (the "Website").

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

In these Terms, references to "shubhavivah.in member" shall mean the end user accessing the Website/shubhavivah.in services, its contents or using the shubhavivah.in Services offered. shubhavivah.in member also includes persons such as father, mother, brother, sister, relative or a friend ("Registrant") of the prospective bride/ bridegroom. The terms "You" and "User" shall be interchangeably used for "shubhavivah.in member". "shubhavivah.in Services" means a collective reference to the shubhavivah.in service provided by Midascope Information Technologies Private Limited, CIN: U72900PN2018PTC180119, a company under the provisions of company's act, 2013 and having its registered office at OFFICE NO 402, 1187/25 AMIT SHREEFAL GHOLE ROAD SHIVAJI NAGAR PUNE MH 411005 IN('Company').

Scope

You understand and acknowledge that shubhavivah.in acts as an "Intermediary" as defined under clause (1) sub-clause (w) of Section 2 of the Information Technology Act, 2000. shubhavivah.in is a brand owned by Midascope Information Technologies Private Limited which owns, retains and has complete rights in shubhavivah.in and the shubhavivah.in Website /App/ shubhavivah.in Service.

shubhavivah.in acts as a platform to enable any user to themselves register on it (by filling the mandatory fields and optional fields, if any) to voluntarily search for profile(s) from the database of shubhavivah.in's already registered users, for seeking prospective lawful matrimonial alliances for themselves. shubhavivah.in retail store may also be able to assist you to create your profile, however, you must have a valid/operational mobile phone number and an email id. The profiles in the database of shubhavivah.in are classified broadly on the basis of language and region for the ease and convenience of its member / customer. shubhavivah.in Members are provided with free/paid access for searching profiles from the database of shubhavivah.in, as per the partner preference set by you (on the Website/Applications and you can shortlist the profiles in which you are interested. By registering to shubhavivah.in, you automatically become a member of shubhavivah.in and these terms and conditions are automatically applied to you as a member of shubhavivah.in.

1. Eligibility:

A) shubhavivah.in Membership and rights of admission is reserved solely for:

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

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

- I. 18 years or above (if you are a woman) or 21 years or above (if you are a man);
- II. If you have applied for Divorce, you may register on our website/App by stating "Awaiting Divorce".
- III. If you are a resident of any other Country, you are legally competent to marry as per the local rules applicable to your country and you shall comply with the Indian laws for marrying a person of Indian Origin

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

for accessing the shubhavivah.in Website/App.

2. Registration

A. We expect that you would complete the online registration process with fairness and honesty in furnishing true, accurate, current, complete information and with providing recent photos of you which will help you to meet your parameters. We expect you to read the relevant column before keying in the details or selecting the option available or uploading the photo. You are requested not to key in details of the profile in field other than the applicable field (including mentioning id's of other platforms/websites/App or repeating your details in another fields, after filling them once in the relevant fields or others photographs. In order to serve you better if shubhavivah.in requires additional details you agree to provide it. You may also send a email with your concerns to support@shubhavivah.in to assist you in getting your profile registered on our website/App. Further you may fill in your email id and phone number in any of our registration campaigns appearing in various websites as part of our advertisements, basis which you may receive call from our Customer Service Center and assist you in getting your profile registered on our website/App.

B. If at any point of time shubhavivah.in comes to know or is so informed by third party or has reasons to believe that any information provided by you for registration (including photos) or otherwise is found to be untrue, inaccurate, or incomplete, shubhavivah.in shall have full right to suspend or terminate (without any notice) your shubhavivah.in membership and forfeit any amount paid by you towards shubhavivah.in membership fee and refuse to provide shubhavivah.in service to you thereafter.

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

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

E. You acknowledge and confirm that your registration with shubhavivah.in and the usage of shubhavivah.in services is with the bonafide intention of marriage and not otherwise. shubhavivah.in Membership is restricted strictly to the registered shubhavivah.in individual member only. Organizations, companies, businesses and/or individuals carrying on similar or competitive business

cannot become Members of shubhavivah.in and nor use the shubhavivah.in Service or shubhavivah.in member's data for any commercial purpose, and shubhavivah.in reserves its right to initiate appropriate legal action for breach of these obligation.

3. Account Security

You are responsible for safeguarding the confidentiality of your shubhavivah.in login credentials such as your user id, password, OTP etc., and for restricting access to your computer/mobile to prevent unauthorized access to your account. We, as a Company do not ask for Password and you are cautioned not to share your password to any persons. You agree to accept responsibility for all activities that occur under your account.

4. Role and Responsibility of shubhavivah.in

A. shubhavivah.in reproduces your details once you register on our website /App on "as is as available" basis and also share your profile with other registered shubhavivah.in members.

B. shubhavivah.in's obligation is only to provide an interface to its registered members to search their prospect themselves without any assistance.

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

D. shubhavivah.in does not prohibit any shubhavivah.in member from sending interest to your profile or communicating to you based on their partner preference. But you are at the liberty to deny their interest or proceed further if you are interested only. to protect every shubhavivah.in members profile and interest we have given separate passwords for patrika, communication and address tab. the interested member in other profiles at shubhavivah.in will send a message requesting for password for his desired tab, it is up to you as a member to decide whether you wish to share the password for the requested tab or not. If you share the password, then only the details of the particular tab for which you have shared password will be visible to the requesting member. Please note the passwords for all the 3 tabs are 20 characters long and they change every 24 hours automatically, so your profile is completely protected, and the password shared will be valid for 24 hours only.

E. shubhavivah.in cannot guarantee or assume responsibility for any specific results from the use of the data available from the shubhavivah.in service or from other matrimonial websites owned by shubhavivah.in including community based websites.

F. shubhavivah.in shall safeguard sensitive user information using security standards, authentication mechanisms, access controls and encryption techniques. It is also to be noted that we do not store any

financial related sensitive information/credentials over the shubhavivah.in website of any of the shubhavivah.in members.

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

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

5. Role and Responsibility of shubhavivah.in Member

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

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

C. You are requested to verify the credentials of the prospect, exercise due care and caution regarding their profile information which includes marital status, educational qualifications, financial status, occupation, character, health status, etc. and satisfy yourself before making a choice of your match. shubhavivah.in shall not be liable for short coming due to any misrepresentations made by any of its shubhavivah.in members.

D. To get better search results, shubhavivah.in Members are expected to provide latest photograph which should not be more than 3 (three) months old. Providing old photographs/ photographs of others, inaccurate / false information shall be treated as violation of terms and conditions and shubhavivah.in shall retain their right under clause 2 (b) of this terms and conditions.

E. shubhavivah.in 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 shubhavivah.in shall retain their right under clause 2 (b) of this terms and conditions.

F. shubhavivah.in Members are advised to refrain from:

- i.** Entering into any financial transactions with prospects. shubhavivah.in Members shall not seek financial help or provide financial help from / to the other shubhavivah.in Members
- ii.** Using abusive language when they communicate with the other shubhavivah.in Members
- iii.** being discriminative or using racial comments etc.

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

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

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

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

G. shubhavivah.in members are expected to understand the safety measures on partner search and awareness towards online safety.

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

I. The shubhavivah.in members agrees that for getting effective search results of prospects on Website/App you will regularly log in to the profile maintained in the Website/App and send expression of interest which is a messages to prospects as a shubhavivah.in paid member, and in the event you have availed paid shubhavivah.in package, you can send personalized messages to prospects to show your expression of interest/replies. shubhavivah.in member also may review the expression of interest sent to you / read the messages sent to you by prospects and may respond suitably. shubhavivah.in free members cannot send any message to any of the shubhavivah.in paid members or ask for any of the profile passwords of any of the shubhavivah.in paid members. if any of the shubhavivah.in free members wish to send information request to any of the shubhavivah.in paid members information, then they should subscribe to a paid plan over shubhavivah.in website. shubhavivah.in free members will not be displayed over any of the search panel of shubhavivah.in website.

J. You also agree that while accessing / using the Website/App, you will be guided by the terms and conditions of the Website/App including but not limited to the use of feature of website /App like viewing horoscope of prospects, viewing communication details like messenger id, email id of prospects and viewing address of prospects

K. If the shubhavivah.in Member fails to update in shubhavivah.in website/App, any change in the particulars furnished in their profile/ then the shubhavivah.in membership may be suspended by shubhavivah.in at its sole discretion.

L. shubhavivah.in member shall, in case of finalization of his/her/their Registrant's marriage, delete their profile by themselves or intimate shubhavivah.in for removal/deletion of their profile over shubhavivah.in email id support@shubhavivah.in

M. shubhavivah.in Members agree to use secure devices, software and networks in a private place for

accessing the shubhavivah.in services.

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

O. shubhavivah.in Members shall not probe, scan or test the vulnerabilities of the shubhavivah.in Website/App or any network connected to the Website/App nor breach the security measures instituted by shubhavivah.in.

P. You shall also not make any payment / transfer any amount to account of any midascope information technologies private limited employees. All payments shall be made only to shubhavivah.in account attached to the payment processor over the website shubhavivah.in

Q. shubhavivah.in members are expected to approach midascope information technologies private limited by sending email to support@shubhavivah.in, to resolve their complaints and grievances and shall not air their grievance/complaints in social media.

6. Customer Care / Customer Service

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

Email ID: support@shubhavivah.in

Address: OFFICE NO 402, 1187/25 AMIT SHREEFAL GHOLE ROAD SHIVAJI NAGAR PUNE Pune MH 411005
IN

7. Medium of Communication to shubhavivah.in Members

A. shubhavivah.in member hereby consents for receiving communication including promotional communications through any medium of communications such as electronic mails, calls, SMS or through WhatsApp messages from shubhavivah.in or other portals owned by shubhavivah.in or their alliance partners.

B. shubhavivah.in by its automatic system sends messages to members/ contacts shubhavivah.in profile members wherever required to initiate / validate the member profile. shubhavivah.in member confirms that the mobile number submitted to shubhavivah.in 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. shubhavivah.in Member further confirms that even if shubhavivah.in Member is registered with the telecom service provider under the category Do Not Disturb / National Customer Preference Register the calls from shubhavivah.in either to the verified mobile number or alternative number if any provided shall not be treated as promotional calls.

8. Confidentiality

Any feedback you provide to shubhavivah.in shall be deemed to be non-confidential. shubhavivah.in shall be free to use such feedback/information on an unrestricted basis. Further, by submitting the feedback, you represent and warrant that (i) your feedback does not contain confidential or proprietary information of yourself or third parties; (ii) shubhavivah.in 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 shubhavivah.in for the feedback under any circumstances.

9. Privacy of Membership

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

10. 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: support@shubhavivah.in

The Grievance office shall be available between 10 am till 5 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. Any and all complaints to the Grievance Officer shall be in writing by way of sending email to support@shubhavivah.in mentioning your member id and the grievance member id.

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/App 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, pedophilic, libelous, 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.** infringes any patent, trademark, copyright or other proprietary rights;
- D.** violates any law for the time being in force;

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

F. impersonate another person;

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

H. 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.

11. Disputes between Members

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

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

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

12. Content Right

A. You agree that all content of shubhavivah.in belong to midascope information technologies private limited excluding your or third party content including advertisement on the Website/App for which shubhavivah.in has requisite license/right in terms hereof to display the same on our Website/App.

B. You acknowledge that you alone are responsible and liable for the content (mandatory or optional content you provided on our website) and information including the profile details, photograph and other content(s) keyed in the relevant field of the Website/App at the time of the creation of the shubhavivah.in profile or subsequently modified by you and also for all the post and communication (including personalized messages sent by shubhavivah.in paid members) with other member(s). You hereby represent and warrant that you own all rights, title and interest in your content/information or have the necessary licenses, rights, consents, and permissions to provide the said content/information. However, by submitting the content/information to shubhavivah.in, you hereby grant shubhavivah.in a worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, display, publish, communicate to the public, law enforcement

agencies, courts, and the shubhavivah.in's business and services, including without limitation for promoting, communicating to the public and redistributing part or all of the content/information (and derivative works thereof) in any media formats and through any media channels.

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

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

13. Third Party website

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

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

14. Limitation of liability

A. Midascope information technologies private limited/ shubhavivah.in or its Office bearers shall under no circumstances be liable or responsible to the shubhavivah.in member or his/her authorized Representative or Registrant or any third party for any direct, indirect, special, exemplary, incidental, or consequential damages of any character including, without limitation, damages resulting from the use of our Website/App/Third Party Website/ shubhavivah.in services.

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

C. Notwithstanding anything to the contrary contained herein, shubhavivah.in'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 shubhavivah.in, for any specific shubhavivah.in paid package, and no further.

15. Midascope information technologies private limited / shubhavivah.in will not be liable in case of any

wrong/improper match made due to unavailability of profiles from shubhavivah.in/Midascope information technologies private limited owned other websites.

16. Midascope information technologies private limited / shubhavivah.in or its office bearers shall under no circumstances be liable, if any, for the shubhavivah.in member entering into financial transaction with any other shubhavivah.in Member or any third party.

17. Midascope information technologies private limited / shubhavivah.in or its office bearers shall under no circumstances be liable, if any, for any shubhavivah.in members not responding/reciprocating when you approach them for matrimonial alliance

18. Class Action Suits

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

19. General

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

20. Notwithstanding anything contained herein, shubhavivah.in reserves the absolute right to delete, in any manner as it deems fit, any content of any profile listing placed on shubhavivah.in/website/App (once such instance come to shubhavivah.in notice) in order to ensure, that proper consent has been obtained by you , prima facie accuracy and the prevailing laws in force for the time being, especially those relating to providing any obscene, libelous, blasphemous, slanderous, defamatory or invasive of another person's (deceased or alive) right of privacy or publicity, or that may reasonably be deemed to be harmful, vulgar, pornographic, abusive, harassing, threatening, hateful, objectionable with respect to race, religion, creed, nationality, gender or otherwise unfit for reproduction; or suggests or encourages unfair or illegal /indecent, unlawful activity. shubhavivah.in also reserves the right to block/ delete / suspend the profile which might be offensive, illegal or that might violate the rights, harm or threaten the safety of our office bearers/employees (including undue communication with any employee) and/or other registered prospects or using our shubhavivah.in website/App as a means of communication while sending messages to other shubhavivah.in members regarding their profile identity in other matrimonial websites.

21. Once your paid membership expires, you cannot access the already viewed shubhavivah.in member(s) contact information unless you renew your account within 30 days, however on renewal, you can view the same.

22. In case of conflict between the terms and condition of Website/App and terms and conditions of any other website including other websites of midascope information technologies private limited, the terms and condition of shubhavivah.in Website/App shall prevail for the service provided through this Website/App.

23. Disclaimer

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

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

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

i. any act or omission done by shubhavivah.in/midascope information technologies private limited/payment gateway/alliance partner etc.;

ii. any untrue or incorrect information submitted by you or on your behalf;

iii. any decision taken by you or on your behalf or any consequences thereof, based on any information provided by any other user (including suspension/deletion of the profile from shubhavivah.in);

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 cyber crime attempted or committed by anyone and

vi. any incident of force-majeure or 'act of god'.

vii. Any issue already stated in these terms and conditions including limitation of liability clause of these terms and conditions.

viii. Using/availing of third party services and for paying them through the Website.

ix. shubhavivah.in shall not be liable for the outcome of during any interaction in a meeting, call, sms, chat, email or social media posts at any point of time

x. Any issues relating to any technical malfunction of any telecommunication network, software, hardware failures, network congestion, denial of service, failure due to spamming or any combination of the above.

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

E. We are not liable to you for any damage or alteration to your equipment including but not limited to computer equipment, hand-held device or mobile telephones as a result of the installation or use of the app. We are not liable to you for any damage or alteration to your equipment including but not limited to computer equipment, hand-held device or mobile telephones as a result of the installation or use of the app.

25. Indemnity

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

26. Termination

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

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

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

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

IV. have violated this Terms and conditions or

V. have misappropriated the name, likeness, email address, contact no or other personally identifiable information of another shubhavivah.in member created a profile on our website /App by impersonation/ fake/ bogus/ false/ misrepresentation/ without consent of the person whose profile is being registered or use only part information including using photo of third parties without the permission of such third parties or act with other members/employees in indecent/improper manner,

B. If shubhavivah.in receives any complaint against you and consequently we have suspended/deleted your profile in good faith, then we shall not be liable to you in any manner whatsoever, including for any loss, costs, expenses, or consequence, if any.

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

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

27. Jurisdiction and Applicable Law

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

B. The shubhavivah.in 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 Pune, Maharashtra, India.

28. Mode of Payment

A. Payment made by cash / cheque / Net Banking / Debit / Credit Card/ Paypal/ RTGS/ NEFT/ would be in accordance with the prevailing RBI guidelines. Activation of paid shubhavivah.in 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 shubhavivah.in service to your account will be deactivated / suspended until you settle the value of the payment and applicable bank charges in cash.

29. Refund and Assignment

A. The payments made by any shubhavivah.in member to shubhavivah.in by way of membership / renewal fee / auto renewal are treated as non-refundable.

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

C. Payment once made for shubhavivah.in services cannot be assigned to any person/party or adjusted towards any other product or packages provided by the Company.

30. Renewal

A. We automatically renew all paid Memberships before the expiry of the term of the paid Membership. You agree that your account will be subject to this automatic renewal feature

B. When you first subscribe for your paid Membership, you acknowledge that when your paid Membership expires it will automatically renew for the duration and at the last paid price.

C. The maximum tenure of any packages will be 12 (Twelve) month. Every shubhavivah.in packages post validity period (varies from package to package), shall be renewed.

D. If you do not want your paid membership to automatically renew, you must cancel your paid membership. In case you have to mail for cancellation, mail to support@shubhavivah.in.

31. Additional terms and conditions applicable to Non- Resident Indian customers.

A. Jurisdiction

The laws of India shall be applicable.

B. Arbitration of Disputes.

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

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

D. Enforcement

Any proceeding to enforce this arbitration agreement may be brought in Courts of Pune, Maharashtra India.