

Terms and Conditions

www.waawmatrimony.com – TERMS & CONDITIONS

Welcome to your personal, electronic web based matchmaking platform “www.waawmatrimony.com”. This Agreement sets out the legally binding terms for your use of the website and membership. This Agreement may be modified by Waaw Matrimony from time to time. Such amended version shall automatically be effective upon its posting on this site. The rights of admissions and membership are reserved. The Services are available only to those individuals who can form legally binding contracts under the Indian laws.

Please read the following User Agreement when you sign up for any service within Waaw Matrimony, all of which are hereinafter referred to collectively as the "Website, Site, Waaw Matrimony, and Waawmatrimony.com". IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT USE THE WEBSITE, AND SHOULD NOT PROCEED TO REGISTER. BY USING THE WEBSITE YOU ARE AGREEING TO BE BOUND BY THIS USER AGREEMENT, INCLUDING ALL AMENDMENTS MADE TO DATE.

THIS AGREEMENT WAS LAST UPDATED ON: October 15, 2018.

Acceptance of Terms of Use / Service Agreement

www.waawmatrimony.com is only meant for the users with bonafides intent to enter into a matrimonial alliance and is not meant for the users interested in dating or for any other purpose. Opposite or any party (whom you deal with) has the right to file legal actions against you in case your profile or proposal on www.waawmatrimony.com is found fake, misleading or of any other illegal activities. Independent and external marriage brokers have no right to register on www.waawmatrimony.com on behalf of their clients. In the event where the member/user has no knowledge of using the website, any alliance or other activities related to membership or proposal must be performed with prior consent from the user. Legal actions will be taken against the individuals, any group, or any associations for misusing the website, stealing or copying the profiles from waawmatrimony.com. WWW.WAAWMATRIMONY.COM platform should not be used to post any non related content. Such actions may lead to permanent deletion of the profile used to upload such content. In any event the www.waawmatrimony.com is not liable to face any legal actions for the content posted by the user. Payment made to WWW.WAAWMATRIMONY.COM will not be refunded in any cases.

Access to the Waaw Matrimony website is free. However, we offer variety of plans with different facilities. One can afford to opt any of them as per his/her/their requirements. In order to use the Waaw Matrimony Service you must register as a member on the Website or on mobile applications. This Agreement is an electronic contract that establishes the legally binding terms. You must accept to use the Site and to become a "Member." For purposes of this Agreement, the term "Member" means a person who voluntarily submits information to the Site whether such person uses the Service as a free member or a paid member.

The exchange of matrimonial profile(s) through or by Waaw Matrimony should not in any way be construed as a matrimonial offer and/or recommendation from or by Waaw Matrimony. Under no circumstances will Service Provider or any of its affiliates, advertisers, promoters or distribution partners, employees be responsible for any loss or damage, including personal injury or death, resulting from anyone's use of the Website or the Service, any Content posted on the Website or transmitted to Members, or any interactions between users of the Website, whether online or offline. Role of Waaw Matrimony is just to build a bridge between the parties with bonafides intent to enter into a matrimonial alliance. Waaw Matrimony is not liable for any problems/disputes arise after the contact details have been shared between the concerned parties. Waaw Matrimony shall not be responsible for any loss or damage to any individual arising out of, or subsequent to, any relations (including but not limited to matrimonial relations) established pursuant to the use of Waaw Matrimony. The Website Waaw Matrimony expressly disclaims any warranty of fitness for a particular purpose or non-infringement. Service Provider cannot guarantee and does not promise any specific results from use of the Website and/or the Service.

In order to provide the best and relevant profiles to our subscribers, each member must renew their profile every 3 months to ensure that they still would like to get served by Waaw Matrimony. This would be free of cost. However there would be charges for the annual renewal. Failure to renew the profiles would result in deactivation of the account on the very next day upon the completion of 3 months. In the event where the subscriber wishes to re activate the account, they are liable to pay the amount like registering as a fresh subscriber.

In order to retain this electronic Agreement and access Waaw Matrimony, User/Member must have access to the World Wide Web, either directly or through devices that access web-based content. User/Member will be solely responsible for payment of hardware, software, data charges and service fee associated with such access. The role of the Service Provider is to provide its User/Member limited access to Waaw Matrimony only. A payment made by the users to Waaw Matrimony is towards the use of its services only, but not towards the ownership or partnership.

Waaw Matrimony collects information / data including e-mail id, mail address, first name, last name, telephone number, date of birth, age, gender, ethnic background, appearance, religion, occupation, preferences, life style information, general geographical location from its visitors / users in order to

create their unique profiles. Apart from this, certain other information including physical and mental disabilities are also collected. The said information / data collected is entered in the programme especially devised for matching profiles and which programme enable to provide matches for the visitors / users based on their pre-selected criteria. This agreement will be considered as a permission to post such private information on this site. Waawmatrimony does not collect financial information such as credit card/debit card numbers/bank accounts numbers etc.

The user undertakes to use Waaw Matrimony for his/her personal purposes. Using content from Waaw Matrimony for creating derivative works with a commercial motive without prior written consent from Waaw Matrimony is strictly prohibited.

The User / subscriber / visitor to Waaw Matrimony is prohibited from uploading, posting, transmitting, updating or sharing any information that:

- a. belongs to another person and to which the user does not have any right to,
- b. is grossly harmful, harassing, defamatory, blasphemous, obscene, pornographic, libellous, paedophilic, invasive of another's privacy, ethnically objectionable, hateful, or racially, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; harm minors in any way;
- c. violates any law for the time being in force;
- d. infringes any patent, trademark, copyright or other proprietary rights;
- e. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; 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 cognisable offence or prevents investigation of any offence or is insulting any other nation.
- f. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature; impersonate another person;

Waaw Matrimony may, without notice in its sole discretion, and at any time, terminate or restrict your use or access to Waaw Matrimony (or any part thereof) and/or take down any content uploaded by you for any reason, including, without limitation.

By listing a matrimonial profile, or a business or personal listing or a link, or any content or listing, on Waaw Matrimony, the person or persons making or posting such listing, and the person or persons

responsible for such posting or listing, shall be deemed to have agreed to hold Waaw Matrimony harmless and protected against any suit or complaint, civil, pecuniary or criminal, and against any claims for damages (including, without limitation, interests, fines and penalties) which may be brought against or levied on Waaw Matrimony account of any matter arising out of, or relating to, such posting / listing or response received from such posting/listing.

Waaw Matrimony does not represent or endorse the accuracy or reliability of any member / visitor profile, advice, opinion, statement or other information displayed / uploaded through the service by Waaw Matrimony. Waaw Matrimony or any of its owners, staff or agents are not responsible under any circumstances for any action/display whether direct or indirect, which occurs as a result of online display of information in the nature of illicit material / material that may be offensive to visitors / members or is patently offensive to the on-line community or any material which may promote racism, bigotry, hatred or physical/mental harm of any kind to any group or individual or transmit any chain letters or junk mail or unsolicited mass mailing or spamming or obscene material to other users / members. WAAW MATRIMONY does not monitor the conduct of its users/members or visitors and therefore WAAW MATRIMONY does not take the responsibility of any conduct by its users / members or visitors who may avail / obtain / use / exploit the on-line service provided by WAAW MATRIMONY in order to harass, abuse or harm another user/member or visitor or use the said on-line service to promote / advertise / solicit anything without their prior consent or an act in any manner which may threaten the safety of users / members.

Waaw Matrimony reserves the right to remove / delete any content / message / photo (s) / profile or cancel the registration / membership of such individual / user either upon a complaint received from another member / user / individual / group of individuals or upon discovery of the same on its own or based on its sole judgment and perception and it shall without notice stop providing the service entitled to a user / member and forfeit all other incidental service(s) with immediate effect along with the fee/tenure of registration as well as take appropriate legal action against such visitor / user / member. By listing a profile on the website, it is deemed that the said member/user has an intention to get married and in case it appears to Waaw Matrimony that at the time of listing the profile or subsequently such user / visitor had no intention to enter into a matrimonial alliance or has changed his/her intention, then Waaw Matrimony shall reserve the right to remove / delete such profile from the website and initiate prosecution under the law or take such steps as may be advised from time to time.

Waaw Matrimony does not have any control on the content of these external websites nor vouches for the authenticity of the profiles details and photos. Third-party trademarks, trade names, product names and logos contained in this website may be the trademarks or registered trademarks of their respective owners.

Members be aware that the servers belongs to third party and the continuation to access the services are subject to availability as the same is interrupted at times by technical problems /hackers etc. and the Site or the parent company is not responsible for the costs/damages/extension of activation period etc. for the same in any manner under any circumstances. The members are advised to spool the messages etc. offline and save them elsewhere in order to avoid any hacking or technical problem.

Membership charges are subject to revision and are at the discretion of the Waawmatrimony.

Members agree to accept communications (through Calls/Chat/ Mails/SMS for existing services, enquiries, feedback and promotions) on the numbers made available during registration or subsequently, via registration forms, posting requirements, feedbacks or any such form that has provision for phone number / mobile number irrespective of being on Do Not Call Registry / National Customer Preference; which include company / your number / an assigned point of contact

As long as you use the site or remain to be a Member at the Site, this Agreement will remain in full force and effect. If Waaw Matrimony terminates your membership because you have breached the Agreement, you will not be entitled to any refund of any unused Subscription fees. Even after this Agreement is terminated, certain provisions will remain in effect inclusive, of this Agreement.

To register as a member of Waaw Matrimony or use this Site, you must be legally competent and of legal marriageable age as per the laws of India (currently, 18 years or over for females and 21 years or over for males) OR must be of legal marriageable age as per the laws of the country of residence/citizenship. The Waaw Matrimony Site is only to facilitate lawful marriages between persons who are legally competent to enter into matrimony under the laws to which they are subject.

The Waaw Matrimony site is only to facilitate personal advertisement for lawful marriage alliance between persons who are legally competent to enter into matrimony under the laws to which they are subject. Membership in the Service is void where prohibited.

By using this Site, you represent and warrant that you have the right, consent, authority, and legal capacity to enter into this Agreement; submit relevant information to us; and that you are not prohibited or prevented by any applicable law for the time being in force or any order or decree or injunction from any court, tribunal or any such competent authority restraining you from entering into matrimony.

- Divorcee Members are allowed to fill all the details and create their profile at Waaw Matrimony subject to certified copy of divorce decree issued by the competent court. The above said requirement does not mean or suggest that the Waaw matrimony has verified or done due

diligence of such court document. The said requirement is to provide comfort to its Members who can get the varsity of the documents checked from independent source at their own cost.

- Membership to the Waaw Matrimony is void where prohibited. Waaw Matrimony, in its sole discretion, has any reason to believe that you are not qualified to become a member or misrepresented your eligibility or misused your membership then Waaw Matrimony reserves the right to forthwith terminate your membership and / or your right to use the Service without any refund of service fee that Member may have paid.
- That the Service Provider reserves the right to conduct any criminal background check or other screenings (such as sex offender register searches), at any time and using available public records. Waaw Matrimony, in its sole discretion, can deactivate your profile on the site.

Account Security

Your account is private and should not be used by anyone else. You are responsible for maintaining the confidentiality of your login credentials you designate during the registration process, and you are solely responsible for all activities that occur under your account. You agree to immediately notify us of any disclosure or unauthorized use of your account or any other breach of security, and ensure that you log out from your account at the end of each session.

The User is solely and exclusively responsible for maintaining confidentiality of the User password and User identification and all activities and transmission performed by the User through his/her user identification and shall be solely responsible for carrying out any online or off-line transaction involving credit cards / debit cards or such other forms of instruments or documents for making such transactions and Waaw Matrimony assumes no responsibility or liability for their improper use of information relating to such usage of credit cards / debit cards used by the subscriber online / off-line. Waaw Matrimony uses the maximum care as is possible to ensure that all or any data / information does not fall in the wrong hands. (The weak link in credit card transaction is securely storing the data once received; therefore Waaw Matrimony does not store or keep credit card/debit card/bank account. For the purposes of ensuring the maximum security for the financial information of a user (such as credit card/debit card/internet banking data) all such online payment transactions are carried out directly on the secured platforms of payment gateways on Waaw Matrimony.

Monitoring of Information

We reserve the right to monitor all advertisements, public postings and messages to ensure that they conform to the content guidelines, which may be applicable from time to time. We also reserve the right to monitor all messages and chats that take place through the site. We are not responsible for any offensive or obscene materials that may be transmitted or posted by other users (including unauthorized users as well as the possibility of "hackers"). We are also not responsible for the use of any personal information that the user may choose to post on the Website. Waaw Matrimony also reserves the right to refuse to post or to remove any information or materials, in whole or in part that, in its sole discretion, are unacceptable, undesirable, or violate of provision of law.

Online Cancellation

Any request for cancellation will be met with written support as fast as possible.

You accept that when you cancel your membership with The Website you are automatically locked out of the site and your access is immediately terminated. You also agree and accept the complete and final loss of your profile, mail, and any other membership information that you should have. This information cannot be reclaimed or transferred to any third party. If you later change your decision you must reregister and pay for a new membership. However previous registration information and the payments will remain lost.

You acknowledge that

We cannot assume any responsibility for the content of messages sent by other users of the Website, and you release us from any and all liability in connection with the contents of any communications you may receive from other users. You acknowledge that you cannot sue Waaw Matrimony or any of its employees for any damages done to you through the site. We cannot guarantee, and assume no responsibility for verifying, the accuracy of the information provided by other users of the Website. You may not use the Website for any unlawful purpose.

This consent shall supersede any preferences set by you with or registration done with the Do Not Disturb (DND Register)/ National Customer Preference Register (NCPR). This consent extends to emails, messages or calls relating but not limited to phone number verification, the provision of matchmaking advertising service, matchmaking enquiries and promotions.

Multiple profiles of the same person are not allowed on our Site. Waaw Matrimony reserves the right to deactivate all multiple profiles without any refund of subscription fees. Waaw Matrimony reserves the right to take appropriate steps to protect Waaw Matrimony and/or its Members from any abuse/misuse as it deems appropriate in its sole discretion.

1. You cannot use any automated processes, programs/scripts to view content on or communicate / contact / respond / interact with Waaw Matrimony and/or its members.
2. Members/Users are solely responsible for their interactions with other members. Waaw Matrimony reserves the right, but has no obligation, to monitor disputes between you and other Members. Service Provider, in its sole discretion, can take appropriate action against any members but not obliged to share such action with other members under any circumstances.
3. Service Provider may provide assistance and guidance through its customer care representatives. When communicating with our customer care representatives, Member/User undertakes to present their good behaviour. The bad behaviour shall mean abusive language, obscene acts, profane conduct, offensive tenor, sexist remark, threatening, harassing, racially offensive, or otherwise inappropriate behaviour (decided on case to case basis). Telephone calls between Member and our customer care representatives may be recorded for quality assurance purposes. If we feel that your behaviour towards any of our customer care representatives or other employees at any time (online, on call, in person) is bad behaviour, Service Provider shall in such case reserve the right to immediately terminate membership without any refund of unused membership fees including. These kinds of behavioural instances may also result in filing a legal complaint against you.
4. You agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement.
5. The Member/User agrees and understands that the information which is being uploaded by the Member/User shall be in the public domain which is open for access for everyone which is on World Wide Web. Whenever, the said information is called in question by any government agency for any fraud, illegal activity, or any other wrong doing the same shall be provided to such agency without any prior notice to the Member/User.

The Site contains the copyrighted material, trademarks, and other proprietary information of Waaw Matrimony. You may not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information, except for that information which is in the public domain or for which you have been given permission of Waaw Matrimony, and its licensors. Except for that information which is in the public domain such as member profile or for which permission has been obtained from the user, you cannot copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information.

Payment/Membership Renewal:

- a. Any membership which is purchased is being purchased for that individual and cannot be used for any other profile in his/her family/friends/acquaintances etc. If a profile is deleted for whatsoever reason than that persons membership lapses.

- b. Waaw Matrimony bills for using the paid service through online membership account. Member agrees to pay all charges at the prices you agreed to for any usage by you or other persons including your agents) using your Billing Account. User/Member authorizes Waaw Matrimony to charge your chosen payment provider for the Service. User/Member agrees to make payment using payment method given on Waaw Matrimony and will be responsible for payment if someone has used his/her User Id and password to perform activity on the account. Waaw Matrimony may correct any billing errors or mistakes that it makes even if it has already requested or received payment. The terms of your payment will be based on your discretion and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen payment method. The Service provider shall be entitled to charge all the taxes from Members which are applicable on the Service Provider for providing services from time-to-time.

- c. Paid Membership is co-extensive with the profile, membership expires as soon as the profile is deleted and cannot be reactivated.

- d. Any profile deleted by the profile user cannot be retrieved under any circumstances.

- e. Site owner reserves the right to convert the free services into paid at any time. User may discontinue the usage in case not willing to make any payment towards the

services. Once the term of the payment plan expires, the services which were of paid nature will discontinue. However, the user may renew the same for the next term or shall be entitled to use free services offered (if any) on the Waawmatrimony.

Restricted/Prohibited Activities

1. Copy and distribute this information on any other server, or modify or re-use information, text, graphics, sound, etc. on this Website to any other system. No reproduction of any part of the Website may be sold or distributed for commercial gain nor shall it be modified or incorporated in any other work, publication or Website, whether in hard copy or electronic format, including postings to any other Website;
2. Remove any copyright, trade mark or other intellectual property notices contained in the original material from any material copied or printed off from this website or link to this website, without our consent. Remove any copyright, trade mark or other intellectual property notices contained in the original material from any material copied or printed off from this website or link to this website, without our express written consent;
3. Providing deep links into this website without prior permission is prohibited. Extracting data from this website using any automated process such as spiders, crawlers etc. or through any manual process for a purpose which has not been authorised in writing.
4. Upload, post, email, transmit or otherwise make available either directly or indirectly, any unsolicited bulk e-mail or unsolicited commercial e-mail.
5. Subscribers shall under no circumstance sublicense, assign, or transfer the License, and any attempt at such sublicense, assignment or transfer is void. express written consent;
6. You will not "frame" or "mirror" any part of the Service or the Website, without Service Provider prior written consent & authorization.

7. Creation of duplicate profile on Waaw Matrimony is prohibited. In case the user has forgotten his password he can use the password retrieval option. Forgetting password, User ID, or any other reason for creating a 2nd profile on Waaw Matrimony is not allowed.

Disclaimers

Though we attempt to make all the information on this site as accurate as possible yet it does not guarantee the accuracy, integrity or quality of the same. Any information or assertion which is a part of the matrimonial listings, or any other content on the website has not been vetted, screened, endorsed, or investigated, by Waaw Matrimony nor does it in any manner whatsoever certify, guarantee or attest the same to be authentic or correct. It does not recommend matches and profiles in any manner. All due diligence efforts and initiatives must be exercised by those wishing to use any information found on the Site, and they should take adequate precautions with the full and complete knowledge that all information contained in the matrimonial listings have been placed there directly by visitors on the website without any prior intimation, consent or verification of or by the Site.

Waaw Matrimony is not responsible for any incorrect or inaccurate Content/listing posted on the Site or in connection with the Waaw Matrimony Service, whether caused by Users, Members or by any of the equipment or programming associated with or utilized neither in the Service, nor for the conduct of any User and/or Member of the Waaw Matrimony Service whether online or offline.

Waaw Matrimony assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, User and/or Member communications or any communications by Waaw Matrimony to its Members.

The matching profile, interested profiles that may be sent through or by the Site is not a matrimonial offer and/or recommendation from/by the Site. The Member is solely responsible for his / her decision to pursue any such profile holders and the Site shall not be responsible for any loss or damage to any individual arising out of, or subsequent to, any relations (including but not limited to matrimonial relations) established pursuant to the use of the services on the Site.

That there are certain free and paid features which may not be incorporated in the mobile application version though they are a part of the original website since the mobile apps are designed to be compact and light to ensure a smooth experience. Each Member hereby represents warrants and agrees that the same shall be acceptable as a matter of fact and no requests to incorporate any such feature in the mobile app version would be initiated by the Members.

Indemnity

You agree to indemnify and hold Waaw Matrimony, its subsidiaries, affiliates, officers, agents, and other partners and employees, fully indemnified and harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of the Service in violation of this Agreement and/or arising from a breach of these Terms of Use and/or any breach of your representations and warranties set forth above and/or any fraudulent act on your part.

Payment and Refund Issue:

All payments for services at Waaw Matrimony have to be made in favour of "Waaw Matrimony" only. All payments need to be made on 100% advance basis to continue to use uninterrupted Paid Services.

Waaw Matrimony uses third party payment gateways and failures in these gateways would be communicated to the users as it is. Extra currency/conversion charges/deductions/error issues from payment gateway shall not be the responsibility of Waaw Matrimony.

Refund / Money Back Policy:

Once subscribed, the payment made by the Member for Paid service is not refundable and no claim for refund would be entertained. Waaw Matrimony neither offers any guarantees for the accuracy, timeliness, authenticity nor advocates any of the content posted by the other Member. All the services are on a best effort basis.

Refund on the basis of fraudulent transactions

He/she shall be solely responsible for carrying out any online or off-line transaction involving credit cards / debit cards or such other forms of instruments or documents for making such transactions. Waaw matrimony assumes no responsibility or liability for their improper use of information relating to such usage of credit cards / debit cards used by the subscriber online / off-line.

Refund on the basis of change in preference / delay in process

As we at Waaw Matrimony keep up high interactions with our clients and carry out the entire process with their approval thus there is no provision for any kind of full or partial refund.

Once an order is placed it cannot be cancelled as it is sent for processing immediately. Your personal preferences changed in the course of time, cannot serve a reason for refund or charge back.

Personalized Services:

The Site makes no warranties or guarantees of marriage and does not extend personalized support related to your proposals with the profiles on the website www.waawmatrimony.com. It's the responsibility of the each member to take each step with care and to solve any kind of disputes with

mutual understanding. However it's up to the decision of user to file any legal complaints against the opposite party considering the severity of the problems arises. www.waawmatrimony.com cannot be held liable in such cases neither it is liable for any kind of costs involved in this.

Future Goals

Waaw Matrimony reserves the right to tie up with partners in future to come up with various other online services. However, Waaw Matrimony shall never share the information / data collected from its visitors / users with such other partners without taking prior consent / permission from such visitors / users.

Complaints and Disputes

To resolve or report a complaint regarding the Website or members who use the Website users should write to our [customer support](#). Immediate actions will take place in order to help solve the problem.

If there is any dispute about or involving the Site and/or the Service, by using the Site, you unconditionally agree that all such disputes and/or differences will be governed by the laws of India and shall be subject to the exclusive jurisdiction of the Competent Courts in Mangalore – South Karnataka only.

We hope you are able to make full use of every facility and service provided by the site to your advantage. We wish you the very best in your endeavour and hope that you meet with success in the same.