

## **SSMATRI.COM**

### **TERMS AND CONDITIONS:**

Terms and Conditions governing usage of **ssmatri.com**

#### ***DEAR USER:***

Welcome to ssmatri.com (herein referred as "ssmatri" which includes its agents, affiliates and other representatives).

ssmatri and its affiliates provide their services to you subject to the following terms and conditions. On your visit or signing up with ssmatri, you consciously accept the terms and conditions as set out herein below. In addition, when you use or visit any current or future ssmatri service or any business affiliated with ssmatri, whether or not included in the ssmatri Web site, you will also be subjected to the guidelines and conditions applicable to such service or business. Please read and reassure yourselves with respect to the various services provided by ssmatri before making any payment in respect of any service.

As Users availing services from ssmatri, it shall be deemed that the Agreement has been read, understood and expressly accepted and agreed to the terms and conditions hereof and this agreement shall govern the relationship between you and ssmatri and all transactions or services by, with or in connection with ssmatri for all purposes, and shall be unconditionally binding between the parties without any reservation. All rights, privileges, obligations and liabilities of you and/or ssmatri with respect to any transactions or services by, with or in connection with ssmatri for all purposes shall be governed by this agreement. The terms and conditions may be changed and/or altered by ssmatri from time to time at its sole discretion.

#### **1. Criteria**

ssmatri shall act on the basis of the information that may be submitted by you, believing the same to be true and accurate even if the information is provided during the registration by your family, friends, relatives on your behalf under your express consent. ssmatri is under no obligation to verify the accuracy or genuineness of the information submitted by you. The minimum age for registering in ssmatri is 18 years for women and 21 years for men.

You represent and warrant that you have the right, authority and legal capability to enter into this Agreement and that you are neither prohibited nor disabled by any law in force from entering into a contract.

You have gone through the Terms and Conditions and agree to be bound by them.

If at any time ssmatri, in its sole discretion, is of the opinion or has any reason to believe that You are not eligible to become a member or that you have made any misrepresentation about your eligibility, ssmatri hereby reserves the right to forthwith terminate your membership and/or your right to use the services of ssmatri without any refund of any monies paid to ssmatri.

## 2. Registration

a. It is expected that you would complete the registration process with fairness and honesty while furnishing your personal information. You would appreciate that efficient and effective match making depend upon yourself furnishing true, accurate, current and complete information. You further undertake that you alone shall be responsible or liable for any information provided in this application form. **It is expressly provided that ssmatri or its officials or any of its affiliates shall not be liable for any act or deed committed by any person on basis of any information or data provided by you in ssmatri and you shall keep ssmatri unconditionally indemnified at all times against all and any proceedings that may be initiated by any person on account of any act, deed on the basis of information provided by you in ssmatri.** In order to serve you better if ssmatri requires additional details you agree to provide it.

b. If at any point of time ssmatri comes to know or has reasons to believe that any information provided by you for registration or otherwise is found to be untrue, inaccurate, or incomplete then ssmatri shall have full right to suspend or terminate your membership and forfeit the amount paid by you towards membership fee and refuse to service you thereafter.

## 3. Invitation

3. 1. You hereby expressly solicit and invite ssmatri and/or its authorized personnel to communicate to you through any telecom resources in the registered number provided by you to explain, explicate and clarify the various services provided by ssmatri and to assist, aid or support you in availing the said services of ssmatri

3. 2. If at any time, you wish to discontinue receiving any communication (including, but not limited to emails, sms and phone calls) from ssmatri, you may by email , indicate the same to ssmatri and/or its authorized personnel regarding such discontinuance .You hereby agree that, unless expressly communicated to You about discontinuing communication from ssmatri to ssmatri and/or its authorized personnel, it will be deemed to be that you want to continue and solicit and invite all such or other communications from ssmatri

3. 3. You represent that you or the mobile number submitted by you is not registered with the Do Not Disturb / National Customer Preference Register and/or you have already changed your registration suitably.

3. 4. Further and in any event, you do hereby also unconditionally agree and undertake that this invitation and solicitation shall supersede any preferences set by you with or registration done with the Do Not Disturb ("DND Register")/ National Customer Preference Register ("NCPR"). Without prejudice to the aforesaid and in any event, by expressly inviting and soliciting the services from ssmatri, you also unconditionally agree that your rights under the Telecom Commercial Communications Customer Preference Regulations, 2010 or any subsequent amendments thereto or under NCPR, are kept in abeyance or remain extinguished till you expressly communicate for discontinuation of relationship.

3. 5. You also unconditionally agree to indemnify and its officers against all losses, damages, penalties, costs or consequences whether direct or indirect, that may arise out of any breach or violation of the aforesaid representation, commitment and undertaking.

3. 6. When you visit ssmatri or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

#### **4. Privacy Policy**

Please read and comprehend our Privacy Policy, which also governs your visit to ssmatri to understand our practices. Members agree that their profile(s) may be crawled and indexed by search engines, where ssmatri and its network do not have any control over the search engines behaviour and ssmatri shall not be responsible for such activities of other search engines.

ssmatri is not responsible for any errors, omissions or representations on any of its pages or on any links or on any of the linked website pages. ssmatri does not endorse any advertiser on its web pages in any manner and you are requested to verify the accuracy of all information on your own before undertaking any reliance on such information. The linked sites are not under the control of ssmatri and ssmatri is not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites.

ssmatri has the right to change its features and services from time to time based on member comments or as a result of a change of Company policy.

## **5. Copyright**

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## **6. Trademark**

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**saisankaramatri.in**

**saisankaramatri.com**

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**varanvenduma.com**

**varanvendumaa.com**

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## **7. License and Site Access**

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## **8. Your Account**

If you use or register in this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You also hereby expressly agree that the information provided by you is available to the other users of ssmatri also and that Ssmatri neither has any control nor any responsibility or accountability if information is misused, exploited or abused by any third party. ssmatri and its affiliates reserve the right to refuse service, terminate accounts, remove or edit content, or cancel subscription at their sole discretion.

You cannot engage in advertising to, or solicitation of, other members to buy or sell any products or services through ssmatri . You will not transmit any chain letters or junk email to other members. You understand and agree that ssmatri cannot monitor the conduct of its members off ssmatri, it is also a violation of these rules to use any information obtained from ssmatri in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to any member without the prior explicit consent of the member or ssmatri

## **9. Membership**

**Membership is not automatic:** The right of admission is vested with ssmatri. You become a member upon due acceptance of the Profile/Payment by ssmatri Membership and rights of admission is reserved solely for

- Indian Nationals & Citizens.
- Persons of Indian Origin (PIO).
- Non Resident Indians (NRI).
- Persons of Indian Descent or Indian Heritage.

**Length of Membership:** You continue to be a member of ssmatri till:

- ssmatri discharges its obligations to you by rendering its services to you; or ssmatri or yourself terminate the membership arrangement.

Normally the Membership is valid for 6 Months or as mentioned in the Scheme.

**Privacy of Membership:** Your Membership is only for personal use. It is not to be assigned, transferred or licensed so as to be used by any other person/entity, without the express written consent of ssmatri.

Members are advised to make appropriate/thorough enquiries before acting upon any matrimonial advertisement. ssmatri does not provide guarantee for or assurance of or subscribe to the claims and representations made by advertisers regarding particulars of status, age, income of other members ssmatri also does not vouch for the contents of the Voice Messages exchanged between members.

## 10. Online Conduct

You are responsible for the content and information [including profile and photograph] you post or transmit using ssmatri's services. You will not post or transmit any content or information [in whatever form they may be contained] that is defamatory, blasphemous, abusive, obscene, sexually oriented, profane, intimidating, illegal or in violation of the rights of any person, including intellectual property rights. No content or information shall contain details or particulars of any of ssmatri's competitors, including their contact details. You will not use either your online or offline membership as a platform for any kind of promotional campaign, solicitation, advertising or dealing in any products or services or transmit any chain letters or junk mails.

**Extraneous contents:** ssmatri hereby alerts and warns its members of the possibility of unauthorized posting of content by any person including members and unauthorized users and advises discretion in access since such content, information or representation may not be suitable to you including being offensive. ssmatri will not in any way be responsible for such content, information or representations. ssmatri is also not responsible for alterations, modifications, deletion, reproduction, sale, transmission or any such misuse of data and content in the public domain by any user.

Your membership will automatically be suspended if you send "abusive, obscene or sexually oriented" message/s to other members.

ssmatri has the right to suspend your profile without any prior notice.

ssmatri reserves the right to edit/delete your photo/horoscope if it's not a valid/clear/related one.

If we find duplicate profiles then we have rights to suspend any of the profile or all the profiles.

Messages sent to members of the opposite gender should be only for the purpose of finding a life partner. You are not allowed to misuse the services of ssmatri in the name of "Dating", "Flirting", "Friendship" etc.

ssmatri reserves the right to modify your profile if any prohibitive or objectionable content is found, or in the case of your contact details being entered in irrelevant fields ssmatri may also modify the profile for other reasons not mentioned herewith. If any abusive content is found ssmatri has the right to suspend your profile/delete the contents.

You will not post or transmit any content, information or trademarks without the prior consent of the person holding its proprietary or licensed rights. ssmatri will not, in any way, be responsible or answerable to any action brought by any person arising out of your acts as described above.

ssmatri reserves the right to remove/edit any information posted by the member on the publicly accessible areas of the site which talks about social media related content.

ssmatri reserves the right but is not obligated, to edit, delete, eclipse or withhold display of such content or information as it deems fit in the light of the rules prescribed above.

Character verification has to be done by interested parties themselves.

## **11. Disclaimer of Warranties and Limitation of Liability**

This site is provided by ssmatri on an "as is" and "as available" basis. ssmatri makes no representations or warranties of any kind, express or implied, as to the operation of this site or the information, content, materials, or products included on this site. You expressly agree that your use of this site is at your sole risk.

To the full extent permissible by applicable law ssmatri disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. ssmatri does not take responsibility for the originality or authenticity of the documents provided by the member. ssmatri does not verify credentials of any member such as family status, educational qualifications, financial status, occupation, character, etc. ssmatri, its Employees, Office bearers, Director's etc will not be liable for short coming due to

any misrepresentations made by any of its members. ssmatri is not counterchecking or authenticating the veracity of the data/photocopies of documents provided by any member. Members are expected to counter check the veracity of the documents submitted by the prospects while short listing the prospect and satisfy themselves before making a choice of your match through adequate efforts, initiatives and due diligence ssmatri does not claim the authenticity or ownership of the home or office address scheduled for an appointment as being the member's actual or legal place of residence or employment respectively. Members are requested to exercise due care and caution while short listing the prospect and satisfy themselves before making a choice of your match through adequate efforts, initiatives and due diligence. ssmatri does not warrant that this site, its servers, or e-mail sent from ssmatri are free of viruses or other harmful components ssmatri will not be liable for any damages of any kind arising from the use of this site, including, but not limited to direct, indirect, incidental, punitive, and consequential damages.

Notwithstanding anything contrary contained anywhere, under no circumstances, ssmatri or its employees or officers shall be held responsible or liable whatsoever or howsoever, arising out of, relating to or connected with:

- any act or omission not done by ssmatri;
- any untrue or incorrect information submitted by you or on your behalf;
- any decision taken by you or on your behalf or any consequences thereof, based on any information provided by any other user;
- any unauthorized or illegal act done by any third party relating to or connected with any information submitted by you or on your behalf;
- any cybercrime attempted or committed by anyone;
- any incident of force-majeure or 'Act of God'.

## **12. Refund of Fee**

If you choose to terminate your membership, the MEMBERSHIP FEES ARE NOT REFUNDABLE under any circumstances.

Your membership for ssmatri services is for your sole, personal use. You may not authorize others to use your membership and you may not assign or transfer your account to any other person or entity.

## **13. No Agency**

Besides the provision of services, ssmatri acts as a platform for all its members to interchange information that would promote their common matrimonial objectives. It is to be distinctly understood that ssmatri will only provide contact between and

among members within its service framework and not the direct contact details of such members. ssmatri is not the agent of any member and does not partake in the interchange or the results thereof ssmatri reserves the right, but has no obligation, to monitor disputes between you and other members of ssmatri

## 15. Indemnity

You hereby agree to indemnify, defend and hold harmless ssmatri and/or its affiliates, their websites and their respective lawful successors and assigns from and against any and all losses, liabilities, claims, damages, costs and expenses (including reasonable legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by ssmatri and/or its affiliates, partner websites and their respective lawful successors and assigns that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by You pursuant to this agreement.

You shall be solely and exclusively liable for any breach of any country specific rules and regulations or general code of conduct and ssmatri cannot be held responsible for the same.

## 16. General Provisions

**Confidentiality:** ssmatri will maintain confidential, all personal information [other than that meant for posting or transmission] furnished by members and shall take all possible and /or bonafide steps for maintaining the confidentiality. However, ssmatri may divulge such information if required by law. It is unconditionally agreed, understood and acknowledged by you that the information and/or data that may be submitted by you shall be preserved and retained by ssmatri for all time to come as permissible under law, notwithstanding cessation, termination or discontinuation of the membership.

**Termination of Membership:** The membership may be terminated by either party by serving a written notice on the other. ssmatri reserves the right to terminate the membership, to suspend a profile or to disable access in respect of any member in breach of any of the terms. In any case the Membership fees will not be refundable.

**Site Policies, Modification and Severability** Please review our other policies, such as our pricing policy, posted on this site. We reserve the right to make changes to our site, policies, and these Terms and Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

### **17. Applicable law**

The membership is deemed to have been entered into at Chennai, India and the laws of India will govern the membership and any violation of the terms and conditions provided herein. Disputes arising out of or in any way affecting the membership including interpretation of any of the terms are subject to Courts of appropriate jurisdiction in Chennai. You hereby explicitly agree for Chennai court's jurisdiction for any disputes that may arise.

18. In the event, you are not agreeable to any of the terms or conditions herein contained, please reconsider and please refrain from registration