

## **TERMS AND CONDITIONS FOR BKSS MATRIMONY SITE OF Babboorkamme Seva Samithi ®**

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This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and the terms and conditions for access or usage of [www.babboorkamme.org/matrimony](http://www.babboorkamme.org/matrimony) (the "Website").

Please read the following terms and conditions very carefully as your use of the Website and associated BKSS Services (as defined below) is subject to your acceptance of and compliance with the following terms and conditions including the applicable policies which are incorporated herein by way of reference and as amended from time to time (the "Terms and conditions").

***ACCESSING, BROWSING OR OTHERWISE USING THE WEBSITE INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS herein, SO PLEASE READ THE TERMS and conditions CAREFULLY BEFORE PROCEEDING.***

This BKSS Matrimony portal is developed & Maintained by The Babboorkamme Seva Samithi (R), Bangalore and this platform serves to ALL SECTIONS OF BRAHMIN COMMUNITY.

By impliedly or expressly accepting these Terms and Conditions of use of website, you also accept and agree that you have read, understood and are bound by these Terms and conditions, regardless of how you/BKSS brahmin member subscribe to or use the BKSS Services. If you do not want to be bound by the Terms and Conditions, you must not use the Website or the BKSS Services.

In these Terms, references to "You" or "User" or "brahmin member" shall mean the end user accessing the Website/BKSS services, its contents or using the BKSS Services offered. "BKSS Services" means a collective reference to the Website service provided by BKSSMatrimony.com, having its registered office at No.17, Seshadri Road, Bangalore – 560009. **(Babboorkamme Seva Samithi ®)**

### **Scope**

**BKSS Matrimony** acts as a platform to enable any user (brahmins only) 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 BKSS Matrimony's already registered users, for seeking prospective lawful matrimonial alliances for themselves. BKSS South and North wing 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 BKSS are classified broadly based on language and region for the ease and convenience of its brahmin brahmin member / customer.

BKSS matrimony brahmin members are provided with free/paid access for searching profiles from the database of BKSS, as per the partner preference set by you (on the Website) and you shortlist the prospective alliances yourself.

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

BKSS matrimony do not authenticate any information of any profile and hence you as a user need to verify the credentials and information provided by other users.

## 1. Eligibility:

- A. BKSS matrimony brahmin brahmin membership and rights of admission is reserved solely for:
- i. Indian Nationals & Citizens. - ( brahmins only)
  - ii. Persons of Indian Origin (PIO) - ( brahmins only)
  - iii. Non-Resident Indians (NRI) - ( brahmins only)
  - iv. Persons of Indian Descent or Indian Heritage - ( brahmins only)
  - v. Persons who intend to marry persons of Indian Origin - ( brahmins only)
- B. Further in capacity as BKSS matrimony brahmin 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) valid documents are to be provided at the time of registration;
  - ii. Legally competent to marry as per the law applicable to you (however you may register on our website by stating "Awaiting Divorce"), and
  - iii. Not prohibited or prevented by any applicable law for the time being in force from entering a valid marriage.

## 2. Registration

- A. We expect that individuals would complete the online registration process with fairness and honesty while furnishing your personal informations to BKSS matrimony. You would appreciate that efficient and effective match making through our automated system depend upon yourself furnishing true, accurate, current, complete information and photos etc. 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 ids of other platforms/websites/ applications) or repeating your details in another fields, after filling them once in the relevant fields or others photographs. You further undertake that you alone shall be responsible or liable for any information provided to BKSS matrimony. To serve you better if BKSS matrimony requires additional details you agree to provide it. BKSS matrimony shall reproduce the registered brahmin member details on "as is as available" basis to other registered brahmin members, and BKSS matrimony brahmin members shall be solely liable for the information given by such BKSS matrimony brahmin member. You may also give a missed call to any of our retail outlets phone number for us to call you back and assist you in getting your profile registered on our website. 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. BKSS matrimony may also reproduce your profile information in other consortium of websites owned by **Babboorkamme Seva Samithi** ® to provide better prospects to you.
- B. If at any point of time BKSS matrimony 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 then BKSS matrimony shall have full right to suspend or terminate (without any notice) your BKSS matrimony brahmin membership and forfeit any amount paid by you towards BKSS matrimony brahmin membership fee and refuse to provide BKSS matrimony service to you thereafter.
- C. BKSS matrimony brahmin membership is restricted strictly to the registered BKSS matrimony individual brahmin member only. Organizations, companies, businesses and/or individuals carrying on similar or competitive business cannot become brahmin members of BKSS matrimony and nor use the BKSS matrimony Service or BKSS matrimony brahmin members data for any commercial purpose, and BKSS matrimony reserves its right to initiate appropriate legal action for breach of these obligation.

## 3. Role and Responsibility of BKSS matrimony

- A. BKSS matrimony is an endeavor to help you find your dream life partner (prospect) through process of automated searching, shortlisting and contacting prospects amongst our registered brahmin members.
- B. BKSS matrimony reproduces your details once you register on our website on "as is as available" basis and share your profile with other registered BKSS matrimony brahmin members of **Babboorkamme Seva Samithi**®.
- C. BKSS matrimony's/Website obligation is only to provide an interface to its registered brahmin members to search their prospect themselves without any assistance from third party / persons from amongst the other registered brahmin members of the Website. You agree that the system generated search results of BKSS matrimony are only of the profiles registered brahmin members on Website.
- D. BKSS matrimony's/Website automated system offers match making profiles between its registered brahmin members based on the partner preference set by each such BKSS matrimony brahmin member.
- E. The search conducted by any BKSS matrimony brahmin member and the results thereof are automatically generated and based on the partner preference set by you. In the event BKSS matrimony brahmin member changes their partner preference on the Website, then the automated system generated prospect results of the Website may also undergo corresponding change.
- F. BKSS matrimony cannot guarantee or assume responsibility for any specific results from the use of the data available from the BKSS matrimony service.
- G. The BKSS matrimony brahmin members agrees and understands that BKSS matrimony may also allow third parties to provide BKSS matrimony brahmin members services on the website like horoscope matching etc., and BKSS matrimony may also collect the payment for such third-party services to you.

#### **4. Role and Responsibility of BKSS matrimony brahmin member**

- A. To protect the broader interest of the registered BKSS matrimony brahmin member and increase the efficiency, BKSS matrimony brahmin members ensure to keep their username and password safe and confidential for using the BKSS matrimony services.
- B. Any additional information / data required by BKSS matrimony for using the BKSS matrimony services shall be provided by the BKSS matrimony brahmin member, as and when so sought by BKSS matrimony.
- C. In case partner preference is modified by BKSS matrimony brahmin member, then the automated system generated prospect search results in website may also undergone corresponding changes.
- D. BKSS matrimony brahmin members are requested to exercise due care and caution while shortlisting the prospect and satisfy themselves before making a choice of your match through adequate efforts, initiatives and due diligence. BKSS matrimony shall not be liable for short coming due to any misrepresentations made by any of its BKSS matrimony brahmin members.
- E. BKSS matrimony brahmins members are expected to verify the credentials of the prospect such as family status, marital status, educational qualifications, financial status, occupation, character, health status, etc.
- F. To get better search results, BKSS matrimony brahmins members are expected to provide latest photograph which should not be more than 3 months old. Providing old photographs/ photographs of others, inaccurate / false information shall be treated as violation of terms and conditions and BKSS matrimony shall retain their right under clause 2 (b) of this terms and conditions.
- G. BKSS matrimony brahmin 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 BKSS matrimony shall retain their right under clause 2 (b) of this terms and conditions.
- H. BKSS matrimony brahmins members are expected to refrain from:
  - i. Entering into any financial transactions with prospects.
  - ii. Sharing of confidential and personal data with each other but not limited to sharing of bank details, etc.
  - iii. Entering physical relationship with any prospect before marriage.
  - iv. Violating any law for the time being in force.
  - v. From mentioning details of other matrimonial services while sending personalized messages.

- I. BKSS matrimony brahmin members are expected to visit URL <https://www.babboorkamme.org/matrimony> for understanding the safety measures on partner search and awareness towards online safety.
- J. BKSS matrimony brahmins 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.
- K. The BKSS matrimony brahmin members agrees that for getting effective search results of prospects on Website, you will regularly log in to the profile maintained in the Website and send expression of interest which is an automated message to prospects as a free BKSS matrimony brahmin member, and in the event, you have availed paid BKSS matrimony package, you can send personalized messages to prospects to show your expression of interest/replies. BKSS matrimony brahmin member also may review the expression of interest sent to you / read the messages sent to you by prospects and may respond suitably.
- L. You also agree that while accessing / using the Website, you will be guided by the terms and conditions of the Website including but not limited to the use of feature of website like chat instantly with prospect, viewing horoscope of prospects, enhancing privacy settings (photo/horoscope/phone number) or for viewing social and professional profile of brahmin members on their Facebook, LinkedIn, etc.
- M. BKSS matrimony brahmin member shall not assign or transfer your BKSS matrimony brahmin membership to any other person or entity, and such an act shall be treated as violation of terms and conditions and BKSS matrimony shall retain their right under clause 2 (b) of this terms and conditions.
- N. If the BKSS matrimony brahmins members fails to inform BKSS matrimony, about any change in the furnished by BKSS matrimony brahmin member to other BKSS matrimony brahmin member, then the BKSS matrimony brahmin membership may be suspended by BKSS matrimony at its sole discretion.

## 5. Customer Care / Customer Service

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

Email ID : [support@babboorkamme.org](mailto:support@babboorkamme.org)  
Contact hone No : +91-80-22281848  
Address : No 17 Seshadri Road  
Bangalore – 560 009

## 6. Medium of Communication to BKSS matrimony brahmin members

- A. BKSS matrimony brahmin member hereby consents for receiving communication including promotional communications through any medium of communications such as Emails and /or SMS/Calls.
- B. BKSS matrimony may contact the BKSS matrimony brahmin member through any of the above media to share the profile of the prospect by way of internal messages / links. BKSS matrimony brahmin member confirms that the mobile number submitted to it for verification or alternative number if any provided, is not registered with the Do Not Disturb / National Customer Preference Register and they shall not initiate any complaint. BKSS matrimony brahmin member further confirms that even if BKSS matrimony brahmin member is registered with the telecom service provider under the category Do Not Disturb / National Customer Preference Register the calls from BKSS matrimony either to the verified mobile number or alternative number if any provided shall not be treated as promotional calls.
- C. You are also entitled to set up your communications frequency from BKSS matrimony, like - only on weekends or fortnightly etc. You may also opt for not getting any call from BKSS matrimony by ticking the appropriate box in the Website, provided that, you agree to receive calls from authorized brahmin member for contacting you as a shortlisted profile for their registered brahmin members.

## 7. Confidentiality

- A. BKSS matrimony has reasonable processes and system in place to maintain confidentiality of all personal information other than those meant for sharing with the prospect furnished by BKSS matrimony brahmin members and BKSS matrimony may at its sole discretion and cost take bonafide steps for maintaining the confidentiality of the information in compliance with applicable law. However, BKSS matrimony /BKSS matrimony brahmin member may divulge such information if required by law.
- B. Any feedback you provide to BKSS matrimony shall be deemed to be non-confidential. BKSS matrimony 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. BKSS matrimony brahmin 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 BKSS matrimony for the feedback under any circumstances.
- C. You agree that BKSS matrimony has all the right to process your data through the automated process to serve you with suitable profiles (based on your set partner preference) from BKSS matrimony and may also send you communication in this regard.

## **8. Privacy of Membership**

- A. BKSS matrimony has taken reasonable steps to protect the BKSS matrimony brahmin member's privacy and shall take all reasonable efforts to protect any personal data provided to us through reasonable security safeguards against such risks as loss or unauthorized use, destruction, use, modification or disclosure of data etc.
- B. Although we will strive to safeguard the confidentiality of your personally identifiable information, any information transacted over the Internet cannot be made secure. You also agree that the copying the data by using technology or any other new methods of data misuse/theft cannot be secured by BKSS matrimony and that BKSS matrimony will have no liability for any such act. BKSS matrimony brahmin member understand and agree that BKSS matrimony will have no liability for disclosure of your information due to errors in transmission or unauthorized acts of third parties.
- C. You also agree to keep your username and password confidential, to avoid any misuse of your profile at our Website.
- D. Please read and comprehend our Privacy Policy, which also governs your visit to BKSS matrimony, to understand our practices. BKSS matrimony brahmin members agree that their profile(s) may be crawled and indexed by search engines, where BKSS matrimony and its network does not have any control over the search engines behavior and BKSS matrimony shall not be responsible for such activities of other search engines/third party websites.
- E. You agree that, when you use third party services through Website, you hereby grant BKSS matrimony the right to share your information needed for providing such third-party services to you or in relation to processing your information for office use of BKSS matrimony /its payment gateway and/or such third-party service providers.

## **9. 9. Grievance Officer**

- A. 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@babboorkamme.org](mailto:support@babboorkamme.org)

Grievance Officer: The Secretary, Babboorkamme Seva Samithi ®, Bangalore  
Contact Address: No. 17, Seshadri Road, Bangalore – 560 009

- B. The Grievance officer shall be available between 10.30 am till 4.30 pm Indian Standard Time from Monday to Saturday excluding Sunday and public holidays in India. The Grievance officer is appointed as per Rule 3 (11) of The Information Technology (Intermediaries Guidelines) Rules, 2011. Please see in other sections within this user agreement for comprehensive list of offences that Grievance Officer will handle.

## 10. Disputes between Members

- A. You and the prospect are both registered BKSS matrimony brahmin members of portal and are bound by these terms and condition. We request you to follow the guidelines of safe matrimony (see URL <https://www.babboorkamme.org/matrimony> and give truthful information about yourself on the website to avoid dispute between you and the prospect.
- B. BKSS matrimony is not a broker or the agent of any BKSS matrimony brahmin member, and BKSS matrimony does not partake in the exchange of any kind of discussion between the BKSS matrimony brahmin members and prospects or the results of their discussion.
- C. BKSS matrimony brahmin members are solely responsible for the communications (through any medium) with prospect or vice versa. BKSS matrimony expressly disclaims any responsibility or liability for any transaction(s) or exchange(s) or interaction(s) or passing of information(s) etc. between any BKSS matrimony brahmin members inter se via e-mail, chat, interaction or any other medium of communication between BKSS matrimony brahmin members either using website or otherwise.
- D. BKSS matrimony has no obligation, to monitor any such disputes arising between the BKSS matrimony brahmin members, and BKSS matrimony shall not be party to any such dispute/litigation etc.

## 11. Content Right

- A. [www.babboorkamme.org](http://www.babboorkamme.org) is a domain registered in the name of **Babboorkamme Seva Samithi** ®. You agree that all content of BKSS matrimony belong to **Babboorkamme Seva Samithi** ® excluding your or third-party content including advertisement on the Website for which BKSS matrimony has requisite license/right in terms hereof to display the same on our Website.
- B. You acknowledge that you are responsible 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 at the time of the creation of the BKSS matrimony profile or subsequently modified by you and also for all the post and communication (including personalized messages sent by BKSS matrimony paid brahmin members) with other brahmin 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 BKSS matrimony, you hereby grant BKSS matrimony 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 BKSS matrimony'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. BKSS matrimony also reserves the right to block the registration of your profile on website, if any, in the case of your contact details/links being entered in irrelevant fields or if there are errors in data entered by the BKSS matrimony brahmin members in their profile.
- C. While BKSS matrimony does not accept any obligation to monitor the content/information, if the content/information is found not to be following these Terms, then BKSS matrimony 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 BKSS matrimony may at its sole discretion put restriction on any BKSS matrimony brahmin member to other brahmin member's communications on the Website.
- D. BKSS matrimony reserves the right to suspend/delete the profile of the users who appropriate the name, likeness, email address, contact no or other personally identifiable information of another individual and BKSS matrimony also reserves its right to initiate appropriate legal action against such individual/organization, as and when BKSS matrimony get the knowledge of the same.
- E. BKSS matrimony is a brand owned by **Babboorkamme Seva Samithi** ®. Babboorkamme Seva Samithi ® owns, retains and has complete rights in BKSS matrimony and the BKSS matrimony Website / BKSS matrimony Service.
- F. **Babboorkamme Seva Samithi** ® 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.

- G. In the event we get a complaint against you and consequently we have suspended/deleted your profile in good faith, then we shall not be liable to you in any manner whatsoever, including for any loss, costs, expenses, or consequence, if any.

## 12. Third Party website

- A. BKSS matrimony brahmin member understand and agree that BKSS matrimony may allow third parties to put up advertisements on the BKSS matrimony application/Website, and BKSS matrimony does not control the contents of such third-party advertisement on the BKSS matrimony application/Website. Third party websites to which links are given on Website are not governed by these Terms and conditions and all such third-party websites are governed by their own terms and conditions for use and privacy policy, and in case of conflict the terms and conditions of the third-party website shall prevail. **Babboorkamme Seva Samithi ®** does not in any manner whatsoever authenticate, endorse, verify or certify these third-party websites or any contents therein. Please note that a user shall click on links to third party websites at his / her sole risk and responsibility.
- B. The BKSS matrimony brahmin members agrees and understands that BKSS matrimony may also allow third parties to provide BKSS matrimony brahmin members services on the website like horoscope matching etc., and BKSS matrimony may also collect the payment for such third-party services to you, and BKSS matrimony in this regard can have revenue sharing arrangement with the such third party, however in no event shall BKSS matrimony be liable to you for such third-party services.
- C. BKSS matrimony reserves the right to add/delete/alter/modify/suspend any or all the BKSS matrimony Services at any time as it may deem fit, without notice. The BKSS matrimony brahmin members are expected to see the change on the Website.

## 13. Limitation of liability

- A. BKSS matrimony likes to inform you that the exchange of profile(s) through or by BKSS matrimony should not in any way be construed as a matrimonial offer and/or recommendation and / or advice or guarantee given to the BKSS matrimony brahmin member, from/ or by BKSS matrimony.
- B. **Babboorkamme Seva Samithi ®** / BKSS matrimony or its Office bearers shall under no circumstances be liable or responsible to the BKSS matrimony brahmin member or his/her authorized Representative or Guardian 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/Third Party Website/ /Website/BKSS matrimony services.
- C. Notwithstanding anything to the contrary contained herein, BKSS matrimony's/Website liability to you for any cause whatsoever, and regardless of the form of the action, will always be limited to the amount paid, if any, by you to BKSS matrimony, for any specific BKSS matrimony paid package, and no further.
- D. **Babboorkamme Seva Samithi ®** / BKSS matrimony will not be liable in case of any wrong match made due to any available data/profiles from the Website BKSS matrimony/ **Babboorkamme Seva Samithi ®** 's consortium of websites.
- E. **Babboorkamme Seva Samithi ®** / BKSS matrimony or its office bearers shall under no circumstances be liable, if any, BKSS matrimony brahmin member enter into financial transaction with any prospect or third party.
- F. **Babboorkamme Seva Samithi ®** / BKSS matrimony /Website or its office bearers shall under no circumstances be liable, if any BKSS matrimony brahmin member's approaching other BKSS matrimony brahmin members for the matrimonial alliance, is not responded/reciprocated by the other registered BKSS matrimony brahmin member(s).

## 14. General

- A. The BKSS matrimony website shall be deemed to be used by you when it is loaded and/or continues to be loaded in temporary or permanent memory of your mobile phone, computer or any other device or in the internet browser thereof.
- B. BKSS matrimony Website act's as an intermediary as defined under sub-clause (w) of Section 2 of the Information Technology Act, 2000.
- C. In the event you file a false complaint against another prospect on our Website and consequently we have suspended/deleted that prospects profile based on your complaint, then we reserve our right to initiate appropriate legal (Civil/Criminal) action against you and claim all costs expenses from you, for such irresponsible/misrepresentation/illegal/unlawful action. We also reserve our right to suspend your profile and forfeit all amounts paid by you for the BKSS matrimony services as per clause 2 (b) of these terms and conditions.
- D. Notwithstanding anything contained herein, BKSS matrimony reserves the absolute right to delete, in any manner as it deems fit, any content of any profile listing placed on BKSS matrimony (once such instance come to BKSS matrimony notice) in order to ensure compliance with the rules of such placement, 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. BKSS matrimony also reserves the right to block/ delete / suspend the profile which might be offensive, illegal or that might violate the rights, harm or threaten the safety of our office bearers/employees (including undue communication with any employee) and/or other registered prospects.
- E. The Grievance Officer shall handle complaints in relation to the following violation by the User of computer resource as the User is not entitled to host, display, upload, modify, publish, transmit, update or share any information on the Website that -
- i. belongs to another person and to which the User does not have any right to;
  - ii. 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;
  - iii. harm minors in any way;
  - iv. infringes any patent, trademark, copyright or other proprietary rights;
  - v. violates any law for the time being in force;
  - vi. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
  - vii. impersonate another person;
  - viii. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
  - ix. threatens the unity, integrity, defense, 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.
- F. All complaints to the Grievance Officer shall be in writing and in the event of any complaint through email, the said complaint shall be digitally signed. For Grievance Officer related information please see clause 9 of this terms and conditions
- G. In case of conflict between the terms and condition of Website and terms and conditions of any other website including consortium of portal of **Babboorkamme Seva Samithi**®, the terms and condition of BKSS matrimony/ Website shall prevail for the service provided through this Website.
- H. After the expiry of the BKSS matrimony paid package, the BKSS matrimony brahmin member's profiles shall remain on BKSS matrimony/ /Website/consortium of portals from **Babboorkamme Seva Samithi**® itself, until the BKSS matrimony brahmin member intimate the finalization of his/her marriage/existence of the Website and intimates the website for removal/deletion of once profile.

## 15. Disclaimer



- A. Your access to and use of the BKSS matrimony Services or any content is at your own risk. *YOU UNDERSTAND AND AGREE THAT THE BKSS matrimony SERVICES ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. WITHOUT LIMITING THE FOREGOING, TO THE FULL EXTENT PERMITTED BY LAW, BKSS matrimony DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.* BKSS matrimony does not warrant that the Website, its servers, or e-mail sent from BKSS matrimony are free of viruses or other harmful components. BKSS matrimony will not be liable for any damages of any kind arising from the use of this BKSS matrimony Website, including, but not limited to direct, indirect, incidental, punitive, and consequential damages.
- B. BKSS matrimony does not give any implied or explicit guarantee or warranty of marriage or alliance by you choosing to register on our Website and using BKSS matrimony services (both paid and free).
- C. Notwithstanding anything contrary contained anywhere, under no circumstances, BKSS matrimony shall be held responsible or liable whatsoever or howsoever, arising out of, relating to or connected with:
- i. any act or omission not done by BKSS matrimony/ **Babboorkamme Seva Samithi** ® / 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 BKSS matrimony);
  - iv. any unauthorized or illegal act done by any third party relating to or connected with any information submitted by you or on your behalf;
  - v. any cybercrime attempted or committed by anyone and
  - vi. any incident of force-majeure or 'act of god'.
  - vii. Any issue already stated in these terms and conditions including limitation of liability clause of these terms and conditions.
  - viii. Any link to the social media provided through Trust Badge. You also understand and agree that BKSS matrimony is not counterchecking or authenticating the veracity of the data/photocopies of documents provided by any BKSS matrimony brahmin member while giving Trust Badge. BKSS matrimony brahmin members are expected to counter check the veracity of the documents submitted by the prospects while shortlisting the prospect and satisfy themselves before making a choice of your match through adequate efforts, initiatives and due diligence. BKSS matrimony do not claim the authenticity or ownership of the home or office address scheduled for an appointment as being the brahmin member's actual or legal place of residence or employment respectively. BKSS matrimony brahmin members are requested to exercise due care and caution while shortlisting the prospect and satisfy themselves before making a choice of your match through adequate efforts, initiatives and due diligence. BKSS matrimony will not be liable for any damages of any kind arising from the use of this Website, including, but not limited to direct, indirect, incidental, punitive, and consequential damages.
  - ix. Using/availing of third party services namely horoscope matching services etc. and for paying them through the Website.
  - x. BKSS matrimony 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
- D. You expressly agree that your use of this Website is at your sole risk.

## 16. Indemnity

- A. By using our BKSS matrimony services, you agree to defend, indemnify, and hold harmless BKSS matrimony, 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 BKSS matrimony. This defense and indemnification obligation will survive in perpetuity.

## 17. Breach

- A. You agree that if we receive feedback/ complaints against your profile in relation to the facts that you are seeking physical / financial favors from our other registered brahmin members or have provided incorrect information on our website or committed any unlawful/illegal activities through the use of our Website or created a profile on our Website by impersonation/ fake/ bogus/ false/ misrepresentation/ without consent of the person who's profile is being registered or use only part information including using photo of third parties without the permission of such third parties or act with other brahmin members/employees in indecent/improper manner, then we/BKSS matrimony in good faith reserve our right to suspend/delete your profile at our sole discretion without any notice to you, we also reserve to stop all BKSS matrimony services to you and take any action as mentioned in clause 2 (b) of the Terms and Conditions.
- B. BKSS matrimony reserves the right to forthwith terminate your BKSS matrimony brahmin membership, block/delete your profile and forfeit entire amount paid as brahmin membership fee; if at any time BKSS matrimony, in its sole discretion, is of the opinion or has any reason to believe that, you have violated these Terms and conditions of use. We also reserve our right to file appropriate police complaint against you, if the breach of these terms and conditions is/are criminal in nature.

## 18. Termination

- A. Unless otherwise provided in these Terms and Conditions, BKSS matrimony brahmin membership may be terminated by BKSS matrimony /Website / you without assigning any reasons by serving 7 days written notice on the other, all amount paid till date by you to BKSS matrimony shall be forfeited.
- B. Upon termination / suspension of BKSS matrimony brahmin membership, your right to use or access the BKSS matrimony Website/BKSS matrimony 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 BKSS matrimony Services shall not relieve you of any obligations arising or accruing prior to such termination.

## 19. Jurisdiction and Applicable Law

- A. The registration of BKSS matrimony brahmin membership and all BKSS matrimony services/Website are deemed to have been entered within the territorial Jurisdiction of Bangalore, India.
- B. The BKSS matrimony brahmin members unconditionally agree that all such disputes and / or differences if any shall be governed by the Laws of India and submitting to the exclusive Jurisdiction of appropriate court of law in Bangalore, Karnataka, India.
- C. You hereby, unconditionally and irrevocably confirm that you have read terms and conditions and agree to abide by them and the information provided by you is true and correct.

## 20. Trust Badge

- A. We may provide Trust Badge to you (applicable for select locations in India only) which encompasses Identity Badge, Social Badge, Professional Badge and Reference Badge. Details mentioned below need to be provided for obtaining the relevant Badges:
  - i. Social Badge: Social media account maintained with Facebook / Twitter / LinkedIn.
  - ii. Reference Badge: The name, address and contact details of your friends / relatives.
  - iii. Identity Badge: Copy of any government issued photo ID Cards like Passport, Pan card, Aadhaar, Election ID Card, Ration Card, etc.
  - iv. Professional Badge: Copy of Educational certificate.
  - v. Employment Badge: Copy of Pay Slip / employment proof with salary.
- B. If you opt to avail our verification and Trust Badge service offered by us, you agree to provide the copy of documents to prove your name, educational qualification, income, family photo, residence / office address, marital status (if applicable). Offline verification for Trust Badge is only applicable to Identity and Professional Badge. Once verification is rendered satisfactory, the brahmin member's respective Badges are activated online. The aim of offline verification is only to check your availability or to check the availability of the applicable documents as provided by the BKSS matrimony brahmin member for the relevant Trust Badge. However, BKSS matrimony does not verify the origin, genuineness, legality of the documents or take any

responsibility of the same. Based on the data provided during verification, if there is difference in the data provide in your profile, BKSS matrimony reserve the right to suspend the Matrimonial ID.

- C. If at any time you happen to edit the details which were provided or verified by BKSS matrimony, then the trust badge/verification seal will be removed forthwith.
- D. For Social and Reference Badge entire details is provided by the brahmin member on their own and the same will be visible to the public. Whereas BKSS matrimony will maintain confidentiality of all copy of the documents provided by you in respect of Identity / Professional Badge and shall take all possible and /or bonafide steps for maintaining the confidentiality. The same will not be made visible to the other brahmin members. However, BKSS matrimony may divulge such information if required by law or to law enforcement agencies or courts without any intimation to you.
- E. If BKSS matrimony has reason to believe that the proof provided by you is suspicious, then BKSS matrimony reserves the right to remove the authentication seal or suspend, remove, delete the profile at its own discretion.
- F. Issuance of Verified or Trust Badge would depend upon your willingness to provide copy of the documents or references or tagging of social media accounts.

## 21. 21. Mode of Payment

- A. Payment made by cash / Cheque / Net Banking / Debit / Credit Card would be in accordance with the prevailing RBI guidelines. Activation of paid BKSS matrimony 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 BKSS matrimony service to your account will be deactivated / suspended until you settle the value of the payment and applicable bank charges in cash.
- B. BKSS matrimony uses third party payment gateways for collection of credit/debit card or other payment instruments. In case of payment gateway failure, the same would be communicated to the BKSS matrimony brahmin member by the payment gateway provider. BKSS matrimony shall not be responsible for Extra currency/conversion charges/deductions/error issues from payment gateway. In the case of failed online transactions, which result in no services, BKSS matrimony offers no guarantees whatsoever for the accuracy or timeliness of the refunds reaching the Customers card/bank accounts through the payment gateway.
- C. You agree to provide us with your Permanent Account Number / Form 60/61 of the Income Tax Act, 1961 and rules thereunder in the event you choose any paid package of **Babboorkamme Seva Samithi**®, the value of such paid package being Rs.2,00,000/- [Rupees Two Lakh Only] and above from **Babboorkamme Seva Samithi**®.

## 22. Renewal

- A. All BKSS matrimony paid package users can renew the paid package to carry forward the un-used contacts (Mobile no. viewing and SMS).
- B. The payments made by BKSS matrimony brahmin member to BKSS matrimony by way of registration / brahmin membership / renewal fee / auto renewal is /are treated as non-refundable. Payment once made for BKSS matrimony services cannot be assigned to any person/party or adjusted towards any other product or packages provided by **Babboorkamme Seva Samithi**®.
- C. BKSS matrimony brahmin members cannot put the paid BKSS matrimony service on hold even temporarily, for any reason whatsoever. Based on the tenure of paid BKSS matrimony service and date of payment taken, the expiry of paid BKSS matrimony service will automatically happen on expiry of the applicable paid package taken by you.

## 23. Special provision for brahmin members paying in other than in INR

- A. All BKSS matrimony package user paying other than in [INR] agree that BKSS matrimony shall carryout auto renewal of their package, unless BKSS matrimony is informed in writing against such auto-renewal (through registered email) by such BKSS matrimony brahmin member.