

## USAShaadi.com Terms of Use / Service Agreement

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USAShaadi.com site is published and managed by Shaadi Bureau USA, LLC. All terms and conditions set forth between USAShaadi.com and the members/ agents, shall be upheld by Shaadi Bureau, LLC on behalf of USAShaadi.com. In order to use the USAShaadi.com Site ("Site"), you must register as a member of the Site ("Member" or "Agent", hereinafter known as "Member" for the purpose of Terms and conditions of the service) and agree to be bound by these Terms of Use ("Agreement"). If you wish to become a Member and communicate with other Members and make use of the USAShaadi.com service ("Service"), read these Terms of Use and follow the instructions in the registration process. This Agreement sets out the legally binding terms for your membership. This Agreement may be modified by USAShaadi.com from time to time, effective upon notice to you as a Member.

1. **Eligibility.** To register as a member of USAShaadi.com or use this Site, you must be of legal age as per the laws of US and local laws. Membership in the Service is void where prohibited or does not meet any part of the service being offered. By using this Site, you represent and warrant that you have the right, authority, and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement.
2. **Term.** You may terminate your membership at any time, for any reason by writing to [support@USAShaadi.com](mailto:support@USAShaadi.com). **In the event you terminate your membership, you will not be entitled to a refund of any unutilized subscription fees.** USAShaadi.com may terminate your access to the Site and/or your membership for any reason effective upon sending notice to you at the e-mail address you provide in your application for membership or such other e-mail address as you may later provide to USAShaadi.com. If USAShaadi.com terminates your membership in the USAShaadi.com Service 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 of this Agreement.
3. **Non-Commercial Use by Members.** TheUSAShaadi.com Site is for the personal use of individual members only, and may not be used in connection with any commercial endeavors. This includes providing links to other web sites, whether deemed competitive to USAShaadi.com or otherwise. Illegal and/or unauthorized uses of the Site, including unauthorized framing of or linking to the Site will be investigated, and appropriate legal action will be taken, including without limitation, civil, criminal, and injunctive redress.
4. **Other Terms of Use by Members.**
  - Multiple profiles of the same person are not allowed on USAShaadi.com. USAShaadi.com reserves the right to deactivate all multiple profiles without any refund of subscription fees.
  - You may not engage in advertising to, or solicitation of, other Members to buy or sell any products or services through the Service. You will not transmit any chain letters or junk e-mail to other USAShaadi.com Members. Although USAShaadi.com cannot monitor the conduct of its Members off the

USAShaadi.com Site, it is also a violation of these rules to use any information obtained from the Service in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to any Member without their prior explicit consent. In order to protect USAShaadi.com and/or our Members from any abuse / misuse, USAShaadi.com reserves the right to restrict the number of communications / profile contacts & responses / e-mail which a Member may send to other Member in any 24-hour period to a number which USAShaadi.com deems appropriate in its sole discretion.

- You may not use any automated processes, including IRC Bots, EXE's, CGI or any other programs/scripts to view content on or communicate / contact / respond / interact with USAShaadi.com and/or its members.

5. **Proprietary Rights in Content on USAShaadi.com.** USAShaadi.com owns and retains other proprietary rights in the USAShaadi.com Site and the USAShaadi.com Service. The Site contains the copyrighted material, trademarks, and other proprietary information of USAShaadi.com, and its licensors. Except for that information which is in the public domain or for which you have been given permission, you may not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information.

6. **Content Posted on the Site.**

- You understand and agree that USAShaadi.com may delete any content, messages, photos or profiles (collectively, "Content") that in the sole judgment of USAShaadi.com violate the Terms of Use or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of other USAShaadi.com and/or its Members.
- You are solely responsible for the Content that you publish or display (hereinafter, "post") on the USAShaadi.com service, or transmit to other USAShaadi.com Members. USAShaadi.com reserves the right to verify the authenticity of Content posted on the site. In exercising this right, USAShaadi.com may ask you to provide any documentary or other form of evidence supporting the Content you post on the site. If you fail to produce such evidence, USAShaadi.com may, in its sole discretion, terminate your Membership without a refund.
- By posting Content to any public area of USAShaadi.com, you automatically grant, and you represent and warrant that you have the right to grant, to USAShaadi.com, and other USAShaadi.com Members, an irrevocable, perpetual, non-exclusive, fully-paid, worldwide license to use, copy, perform, display, and distribute such information and content and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sublicenses of the foregoing.
- The following is a partial list of the kind of Content that is illegal or prohibited on the Site. USAShaadi.com will investigate and take appropriate legal action in its sole discretion against anyone who violates this provision, including without limitation, removing the offending communication from the Service and

terminating the Membership of such violators without a refund. It includes Content that:

- is patently offensive to the online community, such as Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
  - harasses or advocates harassment of another person;
  - involves the transmission of "junk mail", "chain letters," or unsolicited mass mailing or "spamming";
  - promotes information that you know is false, misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
  - promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
  - contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page) ;
  - displays pornographic or sexually explicit material of any kind;
  - provides material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under 18;
  - provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
  - solicits passwords or personal identifying information for commercial or unlawful purposes from other users; and
  - engages in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes.
- You must use the USAShaadi.com Service in a manner consistent with any and all applicable local, state, and federal laws and regulations.
  - You may not include in your Member profile, visible to other members, any telephone numbers, street addresses, last names, URL's, and e-mail addresses.

7. **Copyright Policy.** You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. Without limiting the foregoing, if you

believe that your work has been copied and posted on the USAShaadi.com service in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; a description of the copyrighted work that you claim has been infringed; a description of where the material that you claim is infringing is located on the our Site; your address, telephone number, and e-mail address; a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. USAShaadi.com's Copyright Agent for Notice of claims of copyright infringement can be reached by writing to the Mumbai address located under the Help/Contact section on the site.

8. **Member Disputes.** You are solely responsible for your interactions with other USAShaadi.com Members. USAShaadi.com reserves the right, but has no obligation, to monitor disputes between you and other Members. USAShaadi.com also reserves the right to take appropriate action against errant members. However, USAShaadi.com is not obliged to share such action with other members, including complainants.
9. **Contacting Members:** Occasionally, representatives from USAShaadi.com may also reach you over the phone at the contact number provided to us at the time of registration. This means of communication will solely be used if there is a matter needing immediate attention regarding member account. Most of the communication will be sent via email at all other times. As a member of this service, you agree to receive such phone call from our office.
10. **Privacy.** Use of the USAShaadi.com Site and/or the USAShaadi.com Service is governed by our Privacy Policy posted and available online at our website.
11. **Disclaimers.** USAShaadi.com is not responsible for any incorrect or inaccurate Content posted on the Site or in connection with the USAShaadi.com Service, whether caused by Users, Members or by any of the equipment or programming associated with or utilized in the Service, nor for the conduct of any User and/or Member of the USAShaadi.com Service whether online or offline. USAShaadi.com 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. USAShaadi.com is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, software, failure of e-mail or players on account of technical problems or traffic congestion on the Internet or at any web site or combination thereof, including injury or damage to Users and/or Members or to any other person's computer related to or resulting from participating or downloading materials in connection with the USAShaadi.com Site and/or in connection with the USAShaadi.com Service. Under no circumstances will USAShaadi.com be responsible for any loss or damage resulting from anyone's use of the Site or the Service and/or any Content posted on the USAShaadi.com Site or transmitted to USAShaadi.com Members. The exchange of matrimonial profile(s) through or by "Shaadi" should not in any way be

construed as any matrimonial offer and/or recommendation from/by Shaadi. USAShaadi.com shall not be responsible for any loss or damage to any individual arising out of, or subsequent to, matrimonial relations established pursuant to the use of Shaadi. The Site and the Service are provided "AS-IS" and USAShaadi.com expressly disclaims any warranty of fitness for a particular purpose or non-infringement. USAShaadi.com cannot guarantee and does not promise any specific results from use of the Site and/or the USAShaadi.com Service.

12. **Limitation on Liability.** Except in jurisdictions where such provisions are restricted, in no event will USAShaadi.com be liable to you or any third person for any indirect, consequential, exemplary, incidental, special or punitive damages, including also lost profits arising from your use of the Site or the USAShaadi.com Service, even if USAShaadi.com has been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, USAShaadi.com, liability to you for any cause whatsoever, and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to USAShaadi.com, for the Service during the term of membership.
13. **Disputes.** If there is any dispute about or involving the Site and/or the Service, by using the Site, you agree that the dispute will be governed by the laws of the State of Maryland, and federal laws of USA as applicable, without regard to its conflict of law provisions. You agree to personal jurisdiction by and venue in the state and federal courts of the state of Maryland and federal courts of USA.
14. **Indemnity.** You agree to indemnify and hold USAShaadi.com, its subsidiaries, affiliates, officers, agents, and other partners and employees, 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.
15. **Other.**
  - By becoming a Member of the USAShaadi.com service, you agree to receive certain specific e-mail from USAShaadi.com. You can always manage your subscription to these e-mail using the My Email Manager option.
  - This Agreement, accepted upon use of the Site and further affirmed by becoming a Member of the USAShaadi.com service, contains the entire agreement between you and USAShaadi.com regarding the use of the Site and/or the Service. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

By joining USAShaadi.com, you confirm that you have read the above provisions and agree to abide by them.

Please contact us at [support@usashaadi.com](mailto:support@usashaadi.com) or 301-593-2792 with any questions regarding this service agreement.