

Terms of Use / Service Agreement

SBM_TUSA_V1_01.07.2021

OVERVIEW

This website is operated by **Samata Bhratru Mandal (Pimpri-Chinchwad)**. Throughout the site, the terms “we”, “us” and “our” refer to **Samata Bhratru Mandal (Pimpri-Chinchwad)**. We offers this website and mobile application, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or buying something from us, you engage in our “**SERVICE**” and agree to be bound by the following terms and conditions (“**Terms of Service**”, “**Terms**”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added on website / mobile app to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

WELCOME

Welcome to Samata Bhratru Mandal (www.samatabhratrumandal.com), your personal matchmaking platform as a sub-service of matrimony search provided to Leva Patil Community people. This Agreement sets out the legally binding terms for your use of the Site and membership. This Agreement may be modified by Samata Bhratru Mandal from time to time. The membership and rights of admissions are reserved.

This Terms of Use is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines) Rules, 2011.

Samata Bhratru Mandal is a social firm providing social services to Leva Patil Community people for one of our sub-service of matchmaking alliances and replaces the traditional newspaper classified. The platform developed is for the personal use of individual members to advertise and promote their profiles for the purpose of finding relevant matches and cannot be used in connection with any commercial endeavours.

This platform is a world class matchmaking platform to seek a life partner and is not a casual dating site.

Access to the Samata Bhratru Mandal website or mobile application for registering your profile is free. However, we offer Premium Memberships wherein one can promote his/her Profile on various Samata Bhratru Mandal properties such as Premium Interest Wall, Inbox, Search Results, video chat, etc.

ELIGIBILITY

To register as a member of Samata Bhratru Mandal or use this website or mobile application, 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). However, for becoming a lifetime member expect matrimony member, you may be eligible to avail the lifetime membership of Samata Bhratru Mandal (as "**Ajiv Sabhasad**").

ACCOUNT SECURITY

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.

ACCEPTANCE OF TERMS OF USE AGREEMENT

In order to use the Service you must register as a member on the Website or mobile applications (www.samatabhratrumandal.com). Samata Bhratru Mandal is intermediary as defined under sub-clause (w) of **Section 2 of the Information Technology Act, 2000**. This Agreement is an electronic contract that establishes the legally binding terms you must accept to use the Site and to become a "**Life Time Member or Matrimony 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.

By using the Site or mobile application, you agree to be bound by these Terms of Use. If you wish to become a Matrimony service member and promote/ advertise your profile to other Members and make use of the Samata Bhratru Mandal service (Matrimony Service), read these Terms of Use and follow the instructions in the registration process. By using the Service, you consent to submit your personal identifiable information, to collect, process, and display and use the said information to provide the Service.

To withdraw this consent, you must discontinue using our Service and delete your account.

POLICY

Please pay attention to the following rules which if broken, will result in a **PERMANENT BAN** from the Samata Bhratru Mandal site **WITHOUT A REFUND**:

- Anyone found to be using the Samata Bhratru Mandal website under the age of 18 will be banned immediately without refund and your IP address will also be banned.
- You have registered as a member of Samata Bhratru Mandal solely for the purpose of finding a spouse OR you are a parent/wali who has registered on behalf of their child **WITH THEIR PERMISSION**. You may not assign or otherwise transfer your account to any other person or entity.
- You commit to keep all information provided to you by other members of Samata Bhratru Mandal private and confidential and you will obtain the permission of the member who provided it to you prior to sharing it with a third party.
- You will not request money, or any other form of financial assistance, from any member that you meet on this site – any attempt to do so may result in your details being shared with legal teams, lawyers, the Police or any other Government or legal bodies for the purpose of an investigation.
- You will not send money or any form of financial asset to any other member that you meet on this site– any attempt to do so may result in your details being shared with legal teams, lawyers, the Police or any other Government or legal bodies for the purpose of an investigation.
- You will not organize and will not participate in any funds transfer or any asset transfer arrangement organized by any member you meet on this site– any attempt to do so may result in your details being shared with legal teams, lawyers, the Police or any other Government or legal bodies for the purpose of an investigation.
- You will not load or distribute any virus or software which may harm the site or any of its users.
- You will not create multiple user accounts for yourself.
- You will not post in your profile or communicate through any conversations vulgar material, pictures or content of an Un-Islamic nature.
- You will not post in your profile or communicate through any conversations any material promoting harmful or criminal thoughts, intent or action.
- You will not post in your profile or communicate through any conversations any form of harassment, sexual or otherwise, racism, bigotry, violence, invasion of privacy, suggesting, engaging in or enticing other to commit any illegal or immoral acts. Such actions can be followed up and prosecuted as necessary.
- You will not send to any member unsolicited mass mailings, junk mail, spam mail and chain letters, nor will you send any business information with the intent to engage or sell to other members including asking members to sign up to other websites or any other medium for products and services.
- You will not engage in gathering personal information such as email addresses, telephone numbers, addresses, financial information or any other kind of information of our members.
- Profiles are approved within 24 hours and any profiles deemed suspicious or fraudulent will be rejected immediately with a permanent ban.
- Abuse to staff will **NOT** be tolerated in any way, shape or form, and will result in a permanent

ban without refund.

- You agree to include **FACTUAL** information about yourself which is a **TRUE and ACCURATE** representation of yourself. You may **NOT** use fake pictures (actors, actresses, models or any person who is not the actual member.) and any other misleading or untruthful personal Information, such as incorrect full names, misrepresented real age, location, country of residence, country of origin, religion, height, weight, and any other item of personal description can result in a permanent ban without refund.
- Any member found to be trying to find ways to evade using our site conversation area and trying to post their personal details to take conversations off the site will be banned without refund.
- Any member requesting to take conversations off the Samata Bhratru Mandal website when compatibility has not been established can be subject to a permanent ban without refund.
- Please note that ALL members of Samata Bhratru Mandal – whether free or paid **MUST** adhere to the rules mentioned herein these terms and conditions. Failure to do so can result in a ban without refund.
- It is **YOUR** responsibility to **CANCEL** your membership or subscription when you are no longer interested in being a member of Samata Bhratru Mandal. Samata Bhratru Mandal will **NOT** refund any members who have failed to do so.
- A refund can NOT be given on the basis of members choosing not to correspond with you. Reasons for members failing to contact you include: poorly written profile, personal preferences and wants do not match yours, your profile may not be appealing to others, your personal circumstances may mean your profile is not of interest to others etc. This is by no means an exhaustive list, but in all such occasions, you **CANNOT** be refunded.
- It is **YOUR** responsibility to communicate with members in a polite, respectful manner. Rude, offensive, filthy, disgusting or vulgar messages or any other inappropriate messages will result in a permanent ban without refund.

COPYRIGHT POLICY

- You cannot 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 Samata Bhratru Mandal matrimony service in a way that constitutes copyright infringement, please provide us 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 Site;
 - your address, telephone number, and email 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.

- Notice of claims of copyright infringement can be sent to us in writing to the Mumbai address located under the Help/Contact section on the site.

YOU'RE INTERACTION WITH OTHER MEMBERS & MEMBER DISPUTES

You are solely responsible for your advertisement/communications with other our matrimony profile members. Samata Bhratru Mandal reserves the right, but has no obligation, to monitor disputes between you and other Members.

Samata Bhratru Mandal also reserves the right to take appropriate action against errant members. However, Samata Bhratru Mandal is not obliged to share such action with other members, including complainants.

Samata Bhratru Mandal expressly disclaims any responsibility or liability for any transactions or interactions between the members inter-se.

SECTION 1 - ONLINE STORE TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

SECTION 2 - GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products/services/membership are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

SECTION 5 - PRODUCTS OR SERVICES

Certain product or services may be available exclusively online through the website or our mobile application. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colours and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any colour will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Returns Policy.

SECTION 7 - OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

SECTION 8 - THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 9 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

SECTION 10 - PERSONAL INFORMATION

Your submission of personal information through the store is governed by our Privacy Policy.

SECTION 11 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site/app or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

SECTION 12 - PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using

the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

SECTION 13 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall **Samata Bhratru Mandal**, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

SECTION 14 – INDEMNIFICATION

You agree to indemnify, defend and hold harmless **Samata Bhratru Mandal** and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

Samata Bhratru Mandal (Pimpri-Chinchwad) to assist Mumbai Police / Statutory Investigation Agency

Samata Bhratru Mandal will endeavour to provide all possible assistance to the local Police (Cyber Crime Investigation Cell) or any other statutory investigation agency to tackle fraudulent users on our website, on being specifically instructed by the said authorities to do so.

To report fraud or misuse, write to us giving full details of your case.

SECTION 15 - SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 16 - TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

SECTION 17 - ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications

and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

SECTION 18 - GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of India.

SECTION 19 - CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

SECTION 20 - CONTACT INFORMATION

If you have any questions related to any issue, please contact us at www.samatabhratrumandal.com more write us on samatabhratrumandal@gmail.com

Samata Bhratru Mandal (Pimpri-Chinchwad)

Contact: 02071173733

Address: Trimurti society, Triveninagar, Nigdi, Pune 411062

Email: samatabhratrumandal@gmail.com, info@samatabhratrumandal.com

SECTION 21 - OTHER

By becoming a lifetime member or matrimony member of Samata Bhratru Mandal and/or using the Services of the Site, you unconditionally and irrevocably confirm that you have read and understood the above provisions and agree to abide by them. If you are not agreeing to any of the above terms and conditions please refrain yourself from registering on the Site.

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

End