CANDIDATE DETAILS

۶	Name	:		
>	Permanent Addres	s :		
				Pin Code:
		Country:	State:	City:
	Mobile No :			
	E-mail ID	:		
	Present Address			
		- 3.22	- 4 10-	PinCodes:
		Country:	State:	City:
►	Birth Date (DD/MM/	YYYY):	Blood Group:	
		- 643 X.		1
	Height (Feet & Inch	es):Weight (Kgs.):_	Spectacles :	(Yes / No) Vegetarian : (Yes / No)
	Education :		27/12-11	`i
	School :		College :	
	University :		Specialization (if	applicable):
	Degree :	- 1 <i>Ge</i> c.M	Add. Degree:	
>	Caste	Duke 8	Sub Caste :	ess
	Occupation	e A. Fairvtal	If Service (Govt.	/ Private) :
	Company's Name :			
	Company's Add.	:		
	Monthly Income	:ſ	Duration:Pa	ssport Holder: (Yes / No)
	Marital Status	: Unmarried / Widow / W	idower / Divorcee Chi	ldren : (Yes / No) Staying
	with (Mother/Fath	er) Children (lf yes)	: (i) SonA	ge(ii) Daughter_
		Age		
	Any Defect/Handica	ap :	(Yes / No) Believe i	n Horoscope : (Yes / No)

> Citizenship: Indian / U.S.A. / U.K. / U.A.E. / AUS. / CANADA / P.R. / Green card / H1 / H1B / F1

*** FAMILY BACKGROUND**

۶	Father's Name	:	(Alive	/Dead) Age :
	Father's Occupation	on:	Education:	
	Address:		Phon	e:
	Mother's Name	:	(Alive/Dea	d) Age :
	Mother's Occupat	tion:	Education:	
•	No. of Brothers	:Married :	No. of Sisters :	Married :
۶	Net Family Incom	18	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	Native Place:
>	Reference	- <i>62</i> -32	Mobile No. :	_
A	From where you g	got information about us?	귀신	
•	SELECTIO	ON CRITERIA		1
Cast	e :	Duke &	ication uchess	
Οςςι	upation :	- A Fairytale	<u>: M</u> place: innony	-3-

Special Note :

RTGS/NEFT DETAILS

Name of Account	: INDRAJIT CHIMANLAL SHAH CHARITABLE
TRUSTS.B. A/C No.	50100353333810
RTGS/NEFT IFSCCode:	HDFC0000306
Bank Name	: HDFC BANK
Branch	: SG Highway - Bodakdev Branch, Ahmedabad
City	: AHMEDABAD

Terms & Conditions

Welcome to Duke&Duchess.in matrimonial services which shall unless excluded by or repugnant to the subject or context be deemed to include its affiliates, successors, agents and assigns (hereinafter referred as Service Provider). By using the Duke&Duchess.in, user agrees to be bound by these Terms of Use (this "Agreement"), whether or not user is registered as a member of Duke&Duchess.in ("user are hereinafter shall mean Member unless otherwise the context requires "). Please read the "Agreement" carefully if user wishes to become a Member and make use of the Duke&Duchess.in (also referred as "Service"). By registering with us you acknowledge that you agree to terms and conditions contained in the Agreement. This Agreement gives limited rights of access to the Member subject to fulfilling and following of the terms and conditions inscribed under the Agreement. The Duke&Duchess.in shall mean and includes the online platform, website, mobile applications, blog, social media accounts, or software program developed by Service Provider from time to time pertaining to matrimonial service only. If you object to anything in this Agreement or our Privacy Policy, please do not register/ use the services provided through Duke&Duchess.in by Service Provider.

By accessing the Duke&Duchess.in or becoming a Member, you agree to have read and accepted this Agreement provided to you in electronic form.

ACKNOWLEDGEMENT OF TERMS OF USE

- A. The Member acknowledges and understands that the Agreement is an electronic contract that sets out the legally binding terms of your use of the Duke&Duchess.in and the membership under it. The Agreement can be modified by Service Provider from time-to-time such modifications will be effective immediately. By accessing the Duke&Duchess.in or becoming a Member, user accept this Agreement and agree to all of the terms, conditions, amendments and notices contained or referenced herein.
- B. User/Member have the right to withdraw consent any time after entering into Agreement subject to terms and conditions contained in the Agreement. To withdraw your consent User/Member please contact the Service Provider thorough site administrator in writing, thereafter Service Provider will discontinue the then-current username and password. This means that User/Member will not have the right to use the Duke&Duchess.in unless, and until, Service Provider issues user a new username and password or re-register User after User electronically agreeing to a fresh Agreement. User/Member withdrawal of consent shall be effective within a reasonable time after Service Provider receive User/Member withdrawal notice described above. User/Member withdrawal of consent will not affect the legal validity or enforceability of the Agreement electronically signed by User/Member prior to the date of acceptance of such withdrawal.
- C. In order to retain this electronic Agreement and access Duke&Duchess.in, User/Member must have access to the World Wide Web, either directly or through devices that access web-based content. User/Member will be solely responsible for payment of hardware, software, data charges and service fee associated with such access. The role of the Service Provider is to provide its User/Member limited access to Duke&Duchess.in only.
- D. That the User/Member understands that the profile which shall be made by User and uploaded on the Duke&Duchess.in shall be at complete discretion of the Service Provider who can refuse to register the same without assigning any reason.

Eligibility

- A. For whom the profile is being created on Duke&Duchess.in has to be at least eighteen (18) years of age and single to use the Website services, OR must be of legal marriageable age as per the laws of the country of residence/citizenship. Duke&Duchess.in only facilitates lawful marriages between persons who are legally competent to enter into matrimony under the laws to which they are subject.
- B. Divorcee Members are allowed to fill all the details and create their profile at Duke&Duchess.in subject to condition, they update the certified copy of divorce decree issued by the competent court. The above said requirement does not mean or suggest that the Service Provider has verified or done due diligence of such court document. The said requirement is to provide comfort to its Members who can get the varsity of the documents checked from independent source at their own cost.
- C. By using the Duke&Duchess.in, Member represent and warrant that Member have the right, authority and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement. Member further represents and warrant that Member have never been convicted of a felony or offence involving moral triptitude and that Member has not been charged or convicted of any act relating to unnatural sex, force sex, bestiality, and molestation by any government entity.
- D. Membership to the Duke&Duchess.in is void where prohibited. Duke&Duchess.in, in its sole discretion, has any reason to believe that you are not qualified to become a member or misrepresented your eligibility or misused your membership then Duke&Duchess.in reserves the right to forthwith terminate your membership and / or your right to use the Service without any refund of service fee that Member may have paid.
- E. For those who do not have Aadhaar card details, they can upload scan copy of PAN card/Passport/Driving license to verify their profile and for accessing complete services of Duke&Duchess.in. Service Provider does not guarantee the authenticity and physical verification of the uploaded documents. The User/Member who intends to use the said information shall be responsible for its verification.
- F. That the Service Provider reserves the right to conduct any criminal background check or other screenings (such as sex offender register searches), at any time and using available public records. Duke&Duchess.in, in its sole discretion, can deactivate your profile on the site.

Membership: Term, Fee and Security

- A. The Duke&Duchess.in intended only to serve as a preliminary medium of contact and information for its users/members, who have bona fide intentions to enter into a matrimonial alliance. Duke&Duchess.in does not purport to a marriage or business bureau or a dating/contact website it's only a Service Provider providing an online platform to its Users /Members. The information which is updated on the platform by User/Member of the Duke&Duchess.in is not verified or investigated the same is left open for verification by the User/Member who intends to use such information.
- B. Duke&Duchess.in presumes that each and every Member/User, who logs on to the website has an intention to get married/enter into a matrimonial alliance and not otherwise. Duke&Duchess.in under no circumstances shall be responsible for any loss or damage resulting from anyone's use of Duke&Duchess.in and /or any Content posted on the website or transmitted to Users/Members. There can be exchange of matrimonial profile(s) through or by Duke&Duchess.in; Service Provider shall not be responsible for any loss or damage to any individual arising in/out of, or subsequent to, matrimonial relations established pursuant to use of the service provided by Duke&Duchess.in
- C. User can register as a Member of the Duke&Duchess.in at no cost. As a non-paying Member, User/Member will have limited access to the features and services of Duke&Duchess.in. In order to access additional features, Member will have to pay a service fee. For purpose of this Agreement the term "Member" also includes subscribers, unless where its usage indicates otherwise. From time-to-time, Duke&Duchess.in may remove the profiles of non-active subscribers without any prior notice.
- D. In order to access the complete features of Duke&Duchess.in including but not limiting to the contact details of other users, all paid members must link their Duke&Duchess.in account with their Aadhaar number or furnish any of the other valid verification documents as required. Without linking Aadhaar or other valid documents, even a paid user will not be eligible to gain access to contact details of other users on Duke&Duchess.in.
- E. Duke&Duchess.in bills for using the paid service through online membership account. Member agrees to pay all charges at the prices you agreed to for any usage by you or other persons (including your agents) using your Billing Account. User/Member authorizes Duke&Duchess.in to charge your chosen payment provider for the Service. User/Member agrees to make payment using payment method given on Duke&Duchess.in and will be responsible for payment if someone has used his/her User Id and password to perform activity on the account. Duke&Duchess.in may correct any billing errors or mistakes that it makes even if it has already requested or received payment. The terms of your payment will be based on your discretion and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen payment method. The Service provider shall be entitled to charge all the taxes from Members which are applicable on the Service Provider for providing services from time-to-time.
- F. That User/Member on the basis of the payment plan opted shall be allowed limited access to the Duke&Duchess.in. Once the term of the payment plan expires, the services which were of paid nature will discontinue.
- G. This Agreement will remain in full force and effect while Member accesses the Duke&Duchess.in. Member may terminate its membership at any time, for any reason, by sending a written request to Customer Support Team. No refund will be made for any unused services, benefits, membership fee or charges. If Duke&Duchess.in terminates any membership of person/registered user on the Duke&Duchess.in because of breach of this Agreement, in such scenario Member will not be entitled to any refund of unused membership fees/services. All decisions regarding the termination of accounts shall be made at the sole discretion of Service Provider. Service Provider is not required to provide Member any notice or reason prior to terminating the membership. After termination of membership or subscription, all terms that by their nature may survive termination of this Agreement shall be deemed to survive such termination.
- H. The Member/User agrees and understands that the information which is being uploaded by the Member/User shall be in the public domain which is open for access for everyone which is on World Wide Web. Whenever, the said information is called in question by any government agency for any fraud, illegal activity, or any other wrong doing the same shall be provided to such agency without any prior notice to the Member/User.
- I. You can initiate internal messaging only if you are a paid member. You can internal messaging with your contacts/registered members/active members. Each time you initiate an internal messaging with a new member/member out of your contact list, your overall contact limit will get automatically reduced. Besides, your contact numbers will also get reduced if you will view a contact to make a call or for any other communication.
- J. Non-commercial Use by Members: The Duke&Duchess.in is for the personal use of individual Members only and may not be used in connection with any commercial endeavours. Member should not use the Duke&Duchess.in for any purpose other than matrimonial alliance. Illegal and/or unauthorized usage of the Duke&Duchess.in, including collecting usernames and/or email addresses of members by electronic or other means for the purpose of sending unsolicited email and unauthorized framing of or linking to the Duke&Duchess.in may be investigated, and appropriate legal action will be taken, including but not limiting to, civil, criminal, and injunctive redress. Members acknowledges and understands that access to the Duke&Duchess.in is with the permission of Service Provider, such access can be revoked at any time, for any reason, at the sole discretion of Service Provider.
- K. Account Security: Users/Members are responsible for maintaining the confidentiality of the username and password that one designate during the Registration process and Users/Members are fully responsible for all activities that occur under their username and password. User/Member should immediately notify Service Provider of any unauthorized use of their credential or any other breach of security. Service Provider will not be liable for any loss or damage to the Member/User or any third party on account of any breach on part of Member/User. User/Member should use particular caution when accessing account from a public or shared computer so that others are not able to view or record your password or other personal information. In case of sharing of computer with others, you are at a risk of someone misusing your account. You should not save your password in computer browser or stay logged in.

Contents you have posted on site

- A. User/Member undertakes and acknowledges that they are solely responsible for the Content that they post, enter, publish, and transmit, photos, emails, messages, internal messaging or profile details on Duke&Duchess.in.
- B. User/Member undertakes and acknowledges that they will not publish contents of the nature that are defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive, or illegal material, or any material that infringes or violates another party's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity).
- C. User/Member undertakes and acknowledges that they will not provide inaccurate, misleading or false information to others. User/Member will be directly responsible for any actions by others for the contents published by them on Duke&Duchess.in. If any of the information provided by User/Member subsequently becomes inaccurate, misleading or false, User/Member is required to correct that information. It is User/Member responsibility to ensure that all false and misleading information is removed from the Duke&Duchess.in immediately. All information you include/update/share in User/Member profile must be accurate, current and complete.
- D. User/Member undertakes and acknowledges that Duke&Duchess.in, at its sole discretion, may review and remove published contents that violate this Agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of members and non-members visitors to the site.
- E. User/Member undertakes and acknowledges that by publishing contents on Duke&Duchess.in, you automatically grant right to Duke&Duchess.in, its affiliates, an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, reproduce, adapt, modify and distribute such information and published 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. You further represent and warrant that public posting and use of your content by Duke&Duchess.in will not infringe or violate the rights of any third party. You also agree that you are publishing contents in public domain and can't hold Duke&Duchess.in liable for any misuse of information by others.
- F. Below is partial list of illegal or prohibited published contents on the site. This is only partial list, it includes, but is not limited to, published content that: $(F^*)^*$
 - a) Engages in commercial activities and/or sales without our prior written consent.
 - b) Harassment or advocates harassment of another person, member, group, community etc.
 - c) Offensive to others, and promotes racism, physical harm, bigotry, or hatred of any kind against an individual, group or community.

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- d) Transmits "junk mail", "chain letters," or unsolicited mass mailing or "spamming".
- e) Promotes information that is false, misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous. Provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses.
- f) 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 images, audio or video, or links to pirated images, audio or video files.
- g) Contains restricted or password only access pages, or contents that should not be published in public domain.
- h) Provides material that exploits minors in a sexual or violent manner, or solicits personal information from minor.
- *i)* Any other content which may be prescribed by the Service Provider from time-to-time.
- G. User/Member undertakes and acknowledges that while accessing Duke&Duchess.in they shall follow, all applicable laws and regulations existing in their respective country and the country where the Duke&Duchess.in is operating.
- H. Duke&Duchess.in reserves the right to 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 violator, filing of police complaints, institution of civil suit for injunction and damages.
- The User/Member shall at all the time keep Service Provider indemnified against the loss or damage which might occur I. as a direct or indirect result of action of User/Member during the continuation of the Agreement and at all the time thereafter

Contents on the site

- A. Service Provider owns and retains all Intellectual Proprietary Rights of the Duke&Duchess.in, it includes contents added and uploaded by User/Member on the site. The Duke&Duchess.in contains the copyrighted material, trademarks, and other proprietary information. You may not copy, publish, transmit, distribute, or sell any such proprietary information.
- B. Opinions, statements, or content made available through the Service by members, are those of the respective member, and should not necessarily be relied upon. Such members are solely responsible for putting such content and not Duke&Duchess.in. Service Provider does not guarantee accuracy, completeness or usefulness of such information. Service Provider does not endorse or accept responsibility for opinions, contents, and statements, comment made by any members that appear on website. Under no circumstances will Service Provider or its affiliates be responsible for any loss or damage resulting due to the content posted/transmitted on the Website by any Members as the Service provider does not authenticate, investigate or does background check of the information which is uploaded on Duke&Duchess.in.

Prohibited Activities

The Users/Members Acknowledge that the Service Provider has invested huge sum of money in development of Duke&Duchess.in. That further it reserves the right to investigate and terminate any membership without refunding any membership fee, if Member have misused the Duke&Duchess.in, or behaved in a way which could be regarded as inappropriate or whose conduct is unlawful or illegal, including but not limited to following activities -

- A. You will not impersonate, stalk or harass any person, group, community or entity.
- B. You should not express or make a statement that contents you publish are endorsed by Duke&Duchess.in without our specific prior written consent.
- C. You will not post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights. And will not remove any copyright, trademark or other proprietary rights notices contained in the Service.
- D. You will not interfere with or disrupt the Services or the site or the servers or networks connected to the Services or the site.
- E. You will not post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
- F. You will not forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Service.
- G. You will not "frame" or "mirror" any part of the Service or the Website, without Service Provider prior written consent & authorization.

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General Terms & Condition for usage:

- A. Service Provider reserves the right in its sole discretion to review the activity & status of each account & block the account of a Member based on such review.
- B. Service Provider does not allow and advocate creating multiple profiles for the same person. This may result in misguiding other Members of the site. Service Provider reserves the right to deactivate such profiles without any prior notice/intimation and refund of subscription fees to users in its sole discretion.
- C. Members/Users are solely responsible for their interactions with other members. Duke&Duchess.in reserves the right, but has no obligation, to monitor disputes between you and other Members. Service Provider, in its sole discretion, can take appropriate action against any members but not obliged to share such action with other members under any circumstances.
- D. Service Provider reserves the rights at any time to modify or discontinue, temporarily or permanently, the Duke&Duchess.in (or any part thereof) with or without notice. Member agrees that Duke&Duchess.in shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.
- E. In order to protect the integrity of the Service, Service Provider reserves the right at any time in its sole discretion to block Member/s from certain IP addresses from accessing the Website.
- F. Service Provider may provide assistance and guidance through its customer care representatives. When communicating with our customer care representatives, Member/User undertakes to present their good behaviour. The bad behaviour shall mean abusive language, obscene acts, profane conduct, offensive tenor, sexist remark, threatening, harassing, racially offensive, or otherwise inappropriate behaviour (decided on case to case basis). Telephone calls between Member and our customer care representatives may be recorded for quality assurance purposes. If we feel that your behaviour towards any of our customer care representatives or other employees at any time (online, on call, in person) is bad behaviour, Service Provider shall in such case reserve the right to immediately terminate membership without any refund of unused membership fees.
- G. Service Provider may provide links to other World Wide Web sites or resources. Service Provider have no direct control over such sites and resources, you acknowledge and agree that Duke&Duchess.in is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of such external sites or resources. Service Provider does not endorse and is not responsible or liable for any Content, advertising, products or other materials on or available from such sites or resources.
- H. Service Provider may permit you to associate a Duke&Duchess.in username and password with your current social networking accounts to sign in to Duke&Duchess.in. Duke&Duchess.in is not responsible for the operation or functionality of such programs.
- I. Software from this Website (the "Software") is further subject to United States export controls. No Software may be downloaded from the Website or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other Country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Duke&Duchess.in, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.
- J. You agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement.
- K. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
- L. The Member understands that the right to access under the Agreement is unassignable and he/she shall not assign the rights which a Members gets by virtue of this Agreement.
- M. Member/User agree to indemnify and hold Service Provider, 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 use of the Duke&Duchess.in by User/Member in violation of this Agreement

and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth under Agreement.

N. The User/Member agrees that the information which is being uploaded on the Duke&Duchess.in on World Wide Web that the Service Provider takes all precautions to safeguard the data on Duke&Duchess.in. However, in case of any breach which is a direct result of any external source intervention or theft in such case the Service Provider will not be liable for any loss to any party whether person is a Member or Not.

Copyright Policy

Users/Members Acknowledge that they will not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information of Duke&Duchess.in without obtaining the prior written consent from Service Provider. All vested contingent and future intellectual property rights in Duke&Duchess.in including but not limited to copyright, trademark, service marks, design rights (whether registered or unregistered), patents, knowhow, trade, secrets, inventions, database rights and any applications for protection or registration of these rights and all renewals and extensions there of existing in any part of the world whether now known or in the future shall remain with the Service Provider.

Disclaimers

Service Provider is not responsible for any incorrect or inaccurate Content posted on the Website or in connection with the Service, whether caused by users of the Website, Members or by any of the equipment or programming associated with or utilized in the Service. Service Provider is not responsible for the conduct, whether online or offline, of any user of the Website or Member of the Service Provider 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 or Member communications. Service Provider is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any Website 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 Service. Under no circumstances will Service Provider or any of its affiliates, advertisers, promoters or distribution partners be responsible for any loss or damage, including personal injury or death, resulting from anyone's use of the Website, whether online or offline. The Website and the Service are provider "AS-IS" and Duke&Duchess.in expressly disclaims any warranty of fitness for a particular purpose or non-infringement. Service Provider cannot guarantee and does not promise any specific results from use of the Website and/or the Service.

Any information may be posted on the Duke&Duchess.in is for informational purposes only and is not intended to replace or substitute for any professional financial, medical, legal, or other advice. Service Provider makes no representations or warranties and expressly disclaims any and all liability concerning any treatment, action by, or effect on any person following the information offered or provided within or through the Website. If you have specific concerns or a situation arises in which you require professional or medical advice, you should consult with an appropriately trained and qualified specialist.

Limitation on Liability

User/Member acknowledges that in no event shall Service Provider be liable for any damages whatsoever, whether direct, indirect, general, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of Member or anyone else in connection with the use of the Duke&Duchess.in, including without limitation, bodily injury, emotional distress, and/or any other damages resulting from communications or meetings with other registered Users/Members of this service or persons you meet through this service. Users/Members agree to take reasonable precautions in all interactions with other members of the service, particularly if you decide to meet offline or in person. Users/Members understand that Service Provider makes no guarantees, either express or implied, regarding your ultimate compatibility with individuals you meet through the service. User/Members should not provide your confidential information (for example, your credit card or bank account information) to other members.

Provided That Notwithstanding anything to the contrary contained herein, Service Provider liability to Member 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 Member to Service Provider for the usage during the term of membership.

Jurisdiction and Dispute resolution:

Any question or difference which may arise concerning the construction meaning or effect of this Agreement or concerning the rights and liabilities of the parties hereunder or any other matter arising out of or in connection with this Agreement shall be referred to a single arbitrator who shall conduct proceeding in Ahmedabad which shall be appointed by the Service Provider within 30 days from the written request from the Member. The decision of such arbitrator shall be final and binding upon the parties. The cost of proceedings shall be borne equally by the parties. Any reference under this clause shall be deemed to be a reference to arbitration within the meaning of the Arbitration Act 1996. The courts at Ahmedabad at Gujarat (India) shall have exclusive jurisdiction in all the matter arising out of Agreement. For the purpose of Jurisdiction this Agreement shall be deemed to be accepted by the User/ Member at Ahmedabad.

