

Service Agreement

Welcome to Vaibhogam.com, the Matrimonial Services of Vaibhogam Consultancy & Services Private Limited. To avail the matrimonial Service rendered by Vaibhogam.com, you need to register as a member of the Site ("Member"). The Member or any users using the Site agree to be bound by these Terms of Use ("Agreement"). Any bid to become a Member and communicate with other Members and make use of the Vaibhogam.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 Vaibhogam Consultancy & Services Private Limited from time to time without any prior notice to its members.

Eligibility/Criteria

By Registering on Agreement with Vaibhogam Consultancy & Services Private Limited through Vaibhogam.com, it is understood that you have a knowledge and clear cut understanding about the Indian Marriage Law. that says The minimum age is 18 years for women and 21 years for men , and also gone through the terms and conditions and agreed to abide by them.,

By using this Site, you stand for and demand that you have the right and legal capacity to enter into this Agreement and that you are not prohibited or prevented by any applicable law for the time being in force or any other form restraining you from entering into matrimony . Vaibhogam Consultancy & Services Private Limited reserves the right to null and void of the membership without any refund to you of your unutilized subscription charge/fee if found that any member has misrepresented the factual data with the mischievousness intension and treats this act as a breach of the agreement with a notice to your latest E-Mail id provided by you.

Terms

The right of admission lies with discretion of Vaibhogam Consultancy & Services Private Limited You become a member only after acceptance of profile and payments by the Vaibhogam Consultancy & Services Private Limited. The Membership and rights of admission is reserved soly for 1. Indian citizens., 2. Non-Resident Indians 3. Persons of Indian Origin.

Length of Membership: You continue to be a member to enjoy the services of Vaibhogam.com till the time agreement period in force between you and Vaibhogam Consultancy & Services Private Limited and account expires or you terminate your membership agreement on your own.

A paid membership, rates & period will be decided by Vaibhogam Consultancy & Services Private Limited, from time to time, will allow you to see contact profiles of others.

Other terms

The vaibhogam.com is for the personal use of individual members only, and cannot be used in connection with any commercial endeavors in any means and ways.

Upon registration with Vaibhogam Consultancy & Services Private Limited, you have confirmed that you do not have any objection to receive emails, messages and calls from vaibhogam .com and members of vaibhogam .com as long as you remain with valid membership.

Multiple profiles of the same person are allowed on vaibhogam.com. Vaibhogam Consultancy & Services Private Limited reserves the right to deactivate all multiple profiles without any refund of subscription fees, if needed.

You should not engage in advertising to, or solicitation of, other Members to buy or sell any products or services through our Service. You will not transmit any chain letters or junk email to other members of Vaibhogam.com. Although Vaibhogam.com is not in a position to monitor the conduct of its Members off the Vaibhogam.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 vaibhogam.com and/or our Members from any abuse / misuse, Vaibhogam Consultancy & Services Private Limited has the right to restrict the number of communications / profile contacts & responses / email which a Member may send to other Member in any 24-hour period to a number which Vaibhogam.com deems appropriate in its sole discretion.

Vaibhogam Consultancy & Services Private Limited has the right to screen communications/messages that you may send to other Member(s) and also regulate the same by deleting unwarranted/obscene communications at any time at its sole discretion without prior notice to any Member.

No Member is allowed to display his/her any other Membership status of other sites on Vaibhogam.com in the profile content. Vaibhogam Consultancy & Services Private Limited has the right to delete any such reference from the profile content.

Communication Relationship by Vaibhogam Consultancy & Services Private Limited with its members.

You hereby expressly solicit and invite Vaibhogam Consultancy & Services Private Limited and/or its authorized personnel to communicate to you through any telecom resources details in the profile provided by you to explain, explicate and clarify the various services provided by Vaibhogam Consultancy & Services Private Limited and to assist aid or support you in availing the said services of Vaibhogam Consultancy & Services Private Limited.

If at any time, you wish to discontinue receiving the communications (including, but not limited to emails, SMS and phone calls) from Vaibhogam.com, you may write an email to vcare@vaibhogam.com to indicate the displeasure to Vaibhogam Consultancy & Services Private Limited and/or its authorized personnel regarding such discontinuance and You hereby agree that, unless expressly communicated to vaibhogam.com and/or its authorized personnel by You about discontinuing communications from Vaibhogam Consultancy & Services Private Limited, it will be deemed to be that you want to continue and solicit and invite all such or other communications from Vaibhogam Consultancy & Services Private Limited

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

You also unconditionally agree to assure Vaibhogam Consultancy & Services Private Limited against all losses, damages, penalties, costs or consequences whether direct or indirect, that may arise out of any breach or violation of the aforesaid representation, commitment and undertaking.

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

Privacy Policy

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

Vaibhogam Consultancy & Services Private Limited is not responsible for any errors, omissions or representations on any of its pages or on any links or on any of the linked website pages. Vaibhogam Consultancy & Services Private Limited does not recommend any advertisers who are advertising on its web pages in any manner and you are requested to verify the accuracy of all information on your own before taking any decision on such information. The linked sites are not under the control of Vaibhogam Consultancy & Services Private Limited and it is not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites.

Copyright

All contents included on this site, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software used, is the property of Vaibhogam Consultancy & Services Private Limited and protected by concern laws. The streaming and grooming of all contents on this site is the exclusive property of Vaibhogam Consultancy & Services Private Limited and protected by concern laws.

Disputes

You are solely responsible for your interactions with other members of Vaibhogam.com which holds the right, but has no obligation, to monitor disputes between you and other Members. Vaibhogam Consultancy & Services Private Limited also has the right to take appropriate action against errant members. However, Vaibhogam Consultancy & Services Private Limited is not obliged to share such action with other members, including complainants. Vaibhogam Consultancy & Services Private Limited expressly disclaims any responsibility or liability for any transactions or interactions between the members/among members.

If there is any dispute about or involving the Site and/or the Service, by using the Site, you unconditionally agree that all such disputes and/or differences will be governed by the laws of India and shall be subject to the exclusive jurisdiction of the Competent Courts in Delhi / India only.

Right to form Consortium/Associates:

While providing services, Vaibhogam Consultancy & Services Private Limited may outsource any part thereof to any competent person or organization, with or without any notice/information to its members..

However, your membership rights and responsibilities continue as normal as against Vaibhogam Consultancy & Services Private Limited only and not against such persons or organizations.

Suggestions/ Complaints:

Suggestions and/or complaints are to be first addressed through a mail addressed to Vaibhogam Consultancy & Services Private Limited customer care team at vcare@vaibhogam.com

Online Conduct:

You are responsible for the content and information [including profile and photograph] you post or transmit through Vaibhogam Consultancy & Services Private Limited as you are doing it voluntarily on your own wish and opting to avail our services.

You will not post or transmit any content or information [in whatever form they may be contained] that is defamatory, blasphemous, abusive, obscene, sexually oriented, profane, intimidating, illegal or in violation of the rights of any person, including intellectual property rights. No content or information shall contain details or particulars of any of Vaibhogam Consultancy & Services Private Limited competitors, including their contact details.

You will not use either your online or offline membership as a platform for any kind of promotional campaign, solicitation, advertising or dealing in any products or services or transmit any chain letters or junk mails.

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

Messages sent to members of the opposite gender should be only for the purpose of finding a Binding relationship by way of life partner. You are not allowed to misuse the service in the name of "Dating", "Flirting", and Friendship" etc.

Vaibhogam Consultancy & Services Private Limited holds the right to modify your profile if any prohibitive or objectionable content is found, or in the case of your contact details being entered in irrelevant fields. Vaibhogam Consultancy & Services Private Limited may also modify the profile for other reasons not mentioned herewith. If any abusive content is found in your video clipping, Vaibhogam Consultancy & Services Private Limited has the right to cancel your profile and to the extent of terminating the membership without repaying any amount you paid as subscription / membership fees / service charges

The following is an indicative list of the kind of Content that is illegal or prohibited on the Site. Vaibhogam Consultancy & Services Private Limited will investigate and take appropriate legal action in its sole discretion against anyone who violates this Agreement, including without limitation, removing the offending communication / Content from the Service and terminating the Membership of such violators without a refund. Illegal and prohibitive Content includes Content that which:

- is patently offensive to the community, such as Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- harasses or instigates harassment of another person;
- involves the transmission of "junk mail", "chain letters," or unsolicited mass mailing or "spamming";
- encourages 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;
- displays pornographic or sexually explicit material of any kind;
- provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- engages in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes.
- Tries to hack the site

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

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

To enhance the security of its members, Vaibhogam Consultancy & Services Private Limited has restricted copying and saving images and content from certain sections of the portal.

*We validate only the entry of profile details of the member. **Authenticity and integrity of profile & Character verification has to be done by interested parties themselves.***

Extraneous contents:

Vaibhogam Consultancy & Services Private Limited hereby cautions and notifies its members of the possibility of unauthorized posting of contents by any person including members and unauthorized users and advises discretion in access since such content, information or representation may not be suitable to you including being offensive.

- Vaibhogam Consultancy & Services Private Limited will not in any way be responsible for such content, information or representations.
- Vaibhogam Consultancy & Services Private Limited is also not responsible for alterations, modifications, deletion, reproduction, sale, transmission or any such misuse of data and content in the public domain by any user.

Refund of subscription Fee:

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

- *Your membership in the Vaibhogam Consultancy & Services Private Limited is for your sole, personal use. You may not authorize others to use your membership and you may not assign or transfer your account to any other person or entity.*

Disclaimers.

- *To the full extent permissible by applicable law, Vaibhogam Consultancy & Services Private Limited disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Vaibhogam Consultancy & Services Private Limited does not warrant that this site, its servers, or e-mail sent from Vaibhogam Consultancy & Services Private Limited are free of viruses or other harmful components. Vaibhogam Consultancy & Services Private Limited will not be liable for any damages of any kind arising from the use of this site, including, but not limited to direct, indirect, incidental, punitive, and consequential damages*
- *The exchange of matrimonial profile(s) through or by Vaibhogam.com is not a matrimonial offer and/or recommendation from/by Vaibhogam Consultancy & Services Private Limited and Vaibhogam Consultancy & Services Private Limited shall not be responsible for any loss or damage to any individual arising out of, or subsequent to, any relations (including but not limited to matrimonial relations) established pursuant to the use of Vaibhogam.com. The Site and the Service are provided "AS-IS" and Vaibhogam Consultancy & Services Private Limited expressly disclaims any warranty of fitness for a particular purpose or non-infringement. Vaibhogam Consultancy & Services Private Limited cannot guarantee and does not promise any specific results from use of the Site and/or the vaibhogam.com Service.*
- *Vaibhogam Consultancy & Services Private Limited is not responsible for any problems like any error, omission, interruption, deletion, defect, delay in operation or technical malfunction of any telephone network or lines, computer on-line-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 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 Vaibhogam.com site and/or in connection with the Vaibhogam Consultancy & Services Private Limited.*

- *Vaibhogam Consultancy & Services Private Limited expressly disclaims any liability or responsibility whatsoever and howsoever arising as a result of any Content /illegal content posted on the Site / made available to Vaibhogam Consultancy & Services Private Limited by any Members or the users of the Site or any third party.*
- *All liability, whether civil or criminal arising out of any Content that is Posted on the Site will be of that Member / user / third party who has Posted such Content and Vaibhogam Consultancy & Services Private Limited reserves its right to claim damages from such Member/ user / third party that it may suffer as a result of such Content Posted on the Site.*

Limitation on Liability.

In no event will Vaibhogam Consultancy & Services Private Limited 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 Vaibhogam Consultancy & Services Private Limited services, even if Vaibhogam Consultancy & Services Private Limited has been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, Vaibhogam Consultancy & Services Private Limited's, 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 Vaibhogam Consultancy & Services Private Limited, for the Service during the term of membership.

Confidentiality:

Vaibhogam Consultancy & Services Private Limited will maintain confidential, all personal information [other than that meant for posting or transmission] furnished by members. However, Vaibhogam Consultancy & Services Private Limited may divulge/share such information if required by law of this country

Upon registration at Vaibhogam.com and its consortium of portals, this allows Vaibhogam Consultancy & Services Private Limited to get in touch with members time to time to share information related to events or offers

Indemnity.

You agree to indemnify and hold Vaibhogam Consultancy & Services Private Limited, its subsidiaries, associates, officers, agents, and other partners and employees, fully indemnified and 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 and/or any fraudulent act on your part.

Site Policies, Modification and Severability

Please review our other policies, such as our pricing policy, posted on this site. These policies also govern your visit to www.vaibhogam.com and consortium of portals. We reserve the right to make changes to our site, policies, and these Terms and Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.