

TERMS AND CONDITIONS

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS VERY CAREFULLY BEFORE USING THE WEBSITE. ACCESSING, BROWSING OR OTHERWISE USING THE WEBSITE IMPLIES YOUR AGREEMENT TO BE BOUND BY ALL THESE TERMS AND CONDITIONS ("Agreement"). If you do not want to be bound by the Terms and Conditions, you must not use the KhushiKahani Services. The Terms and Conditions also includes the applicable policies which are incorporated herein by way of reference and as amended from time to time (the "Terms and conditions").

These Terms and Conditions ("Terms") govern your access to and use of KhushiKahani (the "App" or "Service"). By accessing or using our Service, you agree to be bound by these Terms.

In these Terms, references to "KhushiKahani member" shall mean the end user accessing the Website services, its contents or using the KhushiKahani Services offered. KhushiKahani members also include persons such as father, mother, brother, sister, relative or a friend ("Registrant") of the prospective bride/ bridegroom. The terms "You" and "User" shall be interchangeably used for "KhushiKahani member". The Term "KhushiKahani team" shall mean the team maintaining the KhushiKahani website/app. The terms "We" and "Us" shall be interchangeably used for "KhushiKahani team"

KhushiKahani acts as a platform to enable any user to themselves register on it (by filling the mandatory fields and optional fields, if any) for seeking prospective lawful matrimonial alliances for themselves. KhushiKahani services may also be able to assist you to create your profile, however, you must have a valid/operational phone number and an email id. KhushiKahani Members are provided free access to matching profiles from the database of KhushiKahani.

1. Eligibility :

A) KhushiKahani Membership and rights of admission is reserved solely for :

I. Konkani speaking individuals

II. Individuals coming from Konkani families.

B) Further in capacity as KhushiKahani member you confirm that you are :

I. 18 years or above (if you are a woman) or 21 years or above (if you are a man);

II. If you are a resident of any other Country, you are legally competent to marry as per the local rules applicable to your country and you shall comply with the local laws for marrying a person.

III. The information you provide is accurate and truthful.

C) In case you are a Registrant of the prospective bride/ bridegroom and has created profile in KhushiKahani Website/App on behalf of them or is accessing the KhushiKahani Website/App on behalf of them implies that you have taken their consent for their profile creation in KhushiKahani and for accessing the KhushiKahani Website/App.

2. User Conduct

You agree not to:

- Post false, misleading, or fraudulent profiles.
- Harass, threaten, or abuse other users.
- Share explicit, pornographic, or offensive content.
- Use the app for business solicitation or spamming.
- Impersonate another person or entity.

3. Personal Data and Privacy

By using our Service:

- You consent to the collection, processing, and storage of your personal data.
- You consent to share your personal information with other users of the app.
- We do not guarantee the confidentiality of data shared by you directly with other users.

You acknowledge that users with whom you interact are not vetted beyond basic identity validation (if any), and you do so at your own risk.

4. User Responsibilities

You are solely responsible for:

- The content you upload (text, images, data).
- The communication and interaction you have with other users.
- Ensuring your safety and conducting due diligence before progressing in any relationship.

5. Content Guidelines

You agree not to upload or transmit any content that:

- Infringes any intellectual property rights.
- Violates local, national, or international laws.
- Contains malware, viruses, or any other harmful software.
- Is racially, ethnically, religiously, or sexually offensive.

We reserve the right to remove any content that violates these terms or is deemed inappropriate.

6. No Liability for Matches or Marriages

KhushiKahani is only a platform that facilitates introductions between individuals. We do not:

- Guarantee the authenticity of user profiles.
- Endorse or verify any claims made by users.
- Guarantee compatibility, successful matches, or marriages.

We are not responsible for any disputes, harm, or losses arising out of user interactions, including but not limited to emotional, financial, or physical harm.

7. Account Suspension or Termination

We reserve the right to suspend or terminate your account at our discretion, with or without notice, if:

- You violate these Terms.
- We detect suspicious, harmful, or unlawful activity.
- Your actions risk the safety or integrity of our platform or users.

8. Limitation of Liability

To the fullest extent permitted by law:

- KhushiKahani, its owners, team, company, affiliates, and partners shall not be liable for any indirect, incidental, special, or consequential damages.
- Our total liability to you for any claims arising under these terms is limited to the amount you paid, if any, to use our service (up to the total of subscription costs you have already paid).

9. Indemnification

You agree to indemnify and hold harmless KhushiKahani and its affiliates from any claims, damages, losses, liabilities, and expenses arising out of:

- Your use of the Service.
- Violation of these Terms.
- Violation of any rights of a third party, including other users.

10. Privacy and Data Sharing Between Users

- By using the app, you agree to share selected personal information with other registered users.
- You must not misuse any personal data you receive (e.g., to harass or scam users).
- KhushiKahani is not liable for misuse of data shared between users beyond the platform.

11. Third-Party Services

Our app may integrate with third-party services for payment, identity verification, messaging, or other features. Your use of these services is subject to their terms and conditions.

12. Changes to Terms

We may update these Terms at any time. Continued use of the Service after changes means you accept the revised Terms.

13. Registration

A. We expect that you would complete the online registration process with fairness and honesty in furnishing true, accurate, current, complete information and with providing recent photos of you which will help you to meet your parameters. We expect you to read the relevant column before keying in the details or selecting the option available or uploading the photo. You are requested not to key in details of the profile in the field other than the applicable field (including mentioning id's of other platforms/websites/App or repeating your details in other fields), after filling them once in the relevant fields or photographs. In order to serve you better if KhushiKahani team requires additional details you agree to provide it.

B. If at any point of time KhushiKahani team comes to know or is so informed by third party or has reasons to believe that any information provided by you for registration (including photos) or otherwise is found to be untrue, inaccurate, or incomplete, KhushiKahani team shall have full right to suspend or terminate (without any notice) your KhushiKahani membership and

refuse to provide KhushiKahani service to you thereafter.

C. The KhushiKahani team also reserves the right to block the registration of your profile on Website/App, if any, in the case of your contact details/links being entered in irrelevant fields or if there are errors in any data entered by the KhushiKahani members in their profile.

D. Registration of duplicate profiles of the same person is not allowed in KhushiKahani Website/App. KhushiKahani team shall have full right to suspend or terminate (without any notice) such duplicate profile.

E. You acknowledge and confirm that your registration with KhushiKahani and the usage of KhushiKahani services is with the bonafide intention of marriage and not otherwise.

KhushiKahani Membership is restricted strictly to the registered KhushiKahani individual member only. Organizations, companies, businesses and/or individuals carrying on similar or competitive business cannot become Members of KhushiKahani nor use the KhushiKahani Service or KhushiKahani members data for any commercial purpose, and the KhushiKahani team reserves its right to initiate appropriate legal action for breach of these obligations.

14. Account Security

You are responsible for safeguarding the confidentiality of your KhushiKahani login credentials such as your user id, password, etc., and for restricting access to your computer/mobile to prevent unauthorized access to your account. The KhushiKahani team does not ask for Passwords and you are cautioned not to share your password with any persons. You agree to accept responsibility for all activities that occur under your account.

15. Role and Responsibility of KhushiKahani

A. KhushiKahani reproduces your details once you register on our website /App on "as is as available" basis and also shares your profile with other registered KhushiKahani members.

B. KhushiKahani's obligation is only to provide an interface to its registered members to search their prospects themselves without any assistance.

C. KhushiKahani does not prohibit any KhushiKahani member from sending interest to your profile or communicating to you based on their partner preference. But you are at the liberty to deny their interest or proceed further if you are interested.

D. KhushiKahani cannot guarantee or assume responsibility for any specific results from the use of the data available from the KhushiKahani service.

E. KhushiKahani cannot guarantee the complete protection of user data while it is in transit, or

prevent any tampering of the data by a third party with malicious intent before the data reaches the KhushiKahani servers.

H. The KhushiKahani team will only verify that each KhushiKahani member is a Konkani or comes from a Konkani family. KhushiKahani does not authenticate/endorse any information of any profile and hence you as a user need to verify the credentials and information provided by other users.

16. Role and Responsibility of KhushiKahani Member

A. You shall safeguard your profile information by creating a strong password during profile creation with a combination of alphabets, both upper and lower case and numbers.

B. Any information / data required by KhushiKahani for using the KhushiKahani services shall be provided by the KhushiKahani Member, as and when so sought by KhushiKahani.

C. You are requested to verify the credentials of the prospect, exercise due care and caution regarding their profile information which includes marital status, educational qualifications, financial status, occupation, character, health status, etc. and satisfy yourself before making a choice of your match. KhushiKahani team shall not be liable for shortcoming due to any misrepresentations made by any of its KhushiKahani members.

D. You are required to verify the credentials of the prospect and we shall not be liable for any misbehavior/ misrepresentations made by the Prospect to you during any of your interactions with the Prospect(s).

E. To get better search results, KhushiKahani Members are expected to provide the latest photograph which should not be more than 3 (three) months old. Providing old photographs/ photographs of others, inaccurate / false information shall be treated as violation of terms and conditions and KhushiKahani team shall retain their right to terminate their membership and profile.

F. KhushiKahani Members are advised to refrain from :

i. Entering into any financial transactions with prospects. KhushiKahani Members shall not seek financial help or provide financial help from / to the other KhushiKahani Members

ii. Using abusive language when they communicate with the other KhushiKahani

Members iii. Being discriminative or using racial comments etc.

iv. Sharing of confidential and personal data with each other but not limited to sharing of bank details, etc.

v. Entering into a physical relationship with any prospect before marriage.

vi. Violating any law for the time being in force.

vii. From mentioning details of other matrimonial services while sending personalized messages

G. KhushiKahani Members are expected to be cautious of prospects who ask for favors, money etc. or call from multiple phone numbers, only interact over phone, don't come forward for face to face meetings (physically or through video calls) and don't involve family and friends in match making. Beware of suspended profiles status before you finalize an alliance with the prospect.

H. You also agree that while accessing / using the Website/App, you will be bound by the terms and conditions of the Website/App including but not limited to the use of feature of website /App like chat instantly with prospect, viewing horoscope of prospects, enhancing privacy settings (photo/horoscope/phone number) or for viewing social and professional profile of members on their Facebook, LinkedIn, etc.

I. If the KhushiKahani Member fails to update in KhushiKahani website/App, any change in the particulars furnished in their profile/ then the KhushiKahani membership may be suspended by KhushiKahani team at its sole discretion.

J. KhushiKahani members shall, in case of finalization of his/her/their Registrant's marriage, delete/hide their profile by themselves or intimate KhushiKahani for removal/deletion of their profile.

K. KhushiKahani Members agree to use secure devices, software and networks in a private place for accessing the KhushiKahani services.

L. KhushiKahani members shall not use any kind of Bots like web robots, Chatbot or any other automated processes/programs/scripts to use, communicate or respond in KhushiKahani Website/App.

M. KhushiKahani Members shall not probe, scan or test the vulnerabilities of the KhushiKahani Website/App or any network connected to the Website/App nor breach the security measures instituted by KhushiKahani.

O. KhushiKahani members are expected to approach the KhushiKahani team to resolve their complaints and grievances and shall not air their grievances/complaints in social media.

17. Customer Care / Customer Service

In the event you come across any concerns in our service, then please be free to contact

us: Email ID : KhushiKahani@gmail.com

18. Medium of Communication to KhushiKahani Members

A. KhushiKahani member hereby consents for receiving communication through any medium of communications such as electronic mails, calls, SMS or through Whatsapp messages from KhushiKahani team.

B. KhushiKahani members confirm that the mobile number submitted to it for verification or alternative number if any provided, is not registered with the Do Not Disturb / National Customer Preference Register and they shall not initiate any complaint. KhushiKahani Member further confirms that even if KhushiKahani Member is registered with the telecom service provider under the category

Do Not Disturb / National Customer Preference Register the calls from KhushiKahani team either to the verified mobile number or alternative number if any provided shall not be treated as promotional calls.

19. Confidentiality

Any feedback you provide to the KhushiKahani team shall be deemed to be non-confidential. KhushiKahani team shall be free to use such feedback/information on an unrestricted basis. Further, by submitting the feedback, you represent and warrant that (i) your feedback does not contain confidential or proprietary information of yourself or third parties; (ii) KhushiKahani member is not under any obligation of confidentiality, express or implied, with respect to the feedback; (iii) you are not entitled to any compensation or reimbursement of any kind from KhushiKahani for the feedback under any circumstances.

20. Privacy of Membership

To protect your privacy and understand our practices as amended from time to time, the personal information / data provided to us by you during the course of usage of KhushiKahani will be treated as confidential and will remain in the KhushiKahani database only, and will be shared with prospective matches. If you object to your information being transferred or used, please do not use the website.

21. Disputes between Members

A. KhushiKahani Members are solely responsible for the communications (through any medium) with prospects or vice versa. KhushiKahani team expressly disclaims any responsibility or liability for any monetary transaction(s) or exchange(s) or interaction(s) or

passing of information(s) etc. between any KhushiKahani members inter se via e-mail, chat, interaction, Whatsapp or any other medium of communication between KhushiKahani members either using website /App or otherwise.

B. KhushiKahani team has no obligation to monitor any such disputes arising between the KhushiKahani members, and KhushiKahani team shall not be party to any such dispute/litigation etc.

C. KhushiKahani team is not a broker or the agent of any KhushiKahani member, and KhushiKahani team does not partake in the exchange of any kind of discussion between the KhushiKahani members and prospects or the results of their discussion.

22. Content Right

A. You acknowledge that you alone are responsible and liable for the content (mandatory or optional content you provided on our website) and information including the profile details, photograph and other content(s) keyed in the relevant field of the Website/App at the time of the creation of the KhushiKahani profile or subsequently modified by you and also for all the post and communication (including personalized messages sent by KhushiKahani members) with other member(s).

B. You hereby represent and warrant that you own all rights, title and interest in your content/information or have the necessary licenses, rights, consents, and permissions to provide the said content/information. However, by submitting the content/information to KhushiKahani, you hereby grant KhushiKahani a worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, display, publish, communicate to the public, law enforcement agencies, courts, and the KhushiKahani's business and services, including without limitation for promoting, communicating to the public and redistributing part or all of the content/information (and derivative works thereof) in any media formats and through any media channels.

C. While KhushiKahani does not accept any obligation to monitor the content/information in your profile, if the content/information is found not to be in compliance with these Terms and conditions, KhushiKahani team may delete the content/information and / or terminate or suspend your registration. You agree that if the situation warrants, the KhushiKahani team may at its sole discretion put restrictions on any KhushiKahani member to other member's communications.

D. KhushiKahani team reserves the right to proceed/initiate appropriate steps under the prevailing law against infringement by violators of the its proprietary rights or for illegally copying, modifying, publishing, transmitting, distributing, performing, displaying, or selling of any such proprietary information including using it for commercial purpose in any manner whatsoever.

23. Limitation of liability

A. KhushiKahani team shall under no circumstances be liable or responsible to the KhushiKahani member or his/her authorized Representative or Registrant or any third party for any direct, indirect, special, exemplary, incidental, or consequential damages of any character including, without limitation, damages resulting from the use of our Website/App/Third Party Website/ KhushiKahani services.

B. KhushiKahani team informs you that the exchange of profile(s) through or by KhushiKahani should not in any way be construed as a matrimonial offer and/or recommendation and / or advice or guarantee given to the KhushiKahani member, from/ or by KhushiKahani.

24. KhushiKahani team will not be liable in case of any wrong/improper match made due to unavailability of profiles from KhushiKahani.

25. KhushiKahani team shall under no circumstances be liable, if any, for the KhushiKahani member entering into financial transactions with any other KhushiKahani Member or any third party.

26. KhushiKahani team shall under no circumstances be liable, if any, for any KhushiKahani members not responding/reciprocating when you approach them for matrimonial alliance.

27. Class Action Suits

KhushiKahani members acknowledge and confirm that they will not bring or participate in any class action or other class proceeding in connection with any dispute with KhushiKahani. Further neither the KhushiKahani member nor KhushiKahani agrees to class arbitration.

28. General

In the event you file a false complaint against another prospect on our Website /App and consequently we have suspended/deleted that prospects profile based on your complaint, then we reserve our right to initiate appropriate legal (Civil/Criminal) action against you and claim any and all costs expenses from you, for such irresponsible/misrepresentation/illegal/unlawful action. We also reserve our right to suspend your profile without notice.

29. Notwithstanding anything contained herein, KhushiKahani team reserves the absolute right

to delete, in any manner as it deems fit, any content of any profile listing placed on KhushiKahani/website/App (once such instance come to KhushiKahani notice) in order to ensure, that proper consent has been obtained by you , prima facie accuracy and the prevailing laws in force for the time being, especially those relating to providing any obscene, libelous, blasphemous, slanderous, defamatory or invasive of another person's (deceased or alive) right of privacy or publicity, or that may reasonably be deemed to be harmful, vulgar, pornographic, abusive, harassing, threatening, hateful, objectionable with respect to race, religion, creed, nationality, gender or otherwise unfit for reproduction; or suggests or encourages unfair or illegal /indecent, unlawful activity. KhushiKahani team also reserves the right to block/ delete / suspend the profile which might be offensive, illegal or that might violate the rights, harm or threaten the safety of our office bearers/employees (including undue communication with any employee) and/or other registered prospects or using our KhushiKahani website/App as a means of communication while sending messages to other KhushiKahani members regarding their profile identity in other matrimonial websites.

30. Once the KhushiKahani member's profile is removed by you or deleted by the KhushiKahani team for some reason, they cannot access the already viewed KhushiKahani member(s) contact information unless you re-register again.

31. In case of conflict between the terms and condition of Website/App and terms and conditions of any other website, the terms and condition of KhushiKahani Website/App shall prevail for the service provided through this Website/App.

32. Disclaimer

A. Your access to and use of the KhushiKahani Services or any content is at your own risk. YOU UNDERSTAND AND AGREE THAT THE KhushiKahani SERVICES ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. WITHOUT LIMITING THE FOREGOING, TO THE FULL EXTENT PERMITTED BY LAW, KhushiKahani DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. KhushiKahani does not warrant that the Website/App, its servers, or e-mail sent from KhushiKahani are free of viruses or other harmful components. KhushiKahani will not be liable for any damages of any kind arising from the use of this KhushiKahani Website/App, including, but not limited to direct, indirect, incidental, punitive, and consequential damages.

B. The KhushiKahani team does not give any implied or explicit guarantee or warranty of marriage or alliance by choosing to register on our Website/App and using KhushiKahani services.

C. Notwithstanding anything contrary contained anywhere, under no circumstances, KhushiKahani team shall be held responsible or liable whatsoever or howsoever, arising out of, relating to or connected with:

- i. any act or omission done by KhushiKahani team etc.;
- ii. any untrue or incorrect information submitted by you or on your behalf;
- iii. any decision taken by you or on your behalf or any consequences thereof, based on any information provided by any other user (including suspension/deletion of the profile from KhushiKahani);
- iv. any unauthorized or illegal act done by any third party relating to or connected with any information submitted by you or on your behalf;
- v. any cyber crime attempted or committed by anyone and
- vi. any incident of force-majeure or 'act of god'.
- vii. Any issue already stated in these terms and conditions including limitation of liability clause of these terms and conditions.
- viii. Using/availing of third party services namely horoscope matching services etc. and for paying them through the Website.
- ix. KhushiKahani team shall not be liable for the outcome of during any interaction in a meeting, call, sms, chat, email or social media posts at any point of time
- x. Any issues relating to any technical malfunction of any telecommunication network, software, hardware failures, network congestion, denial of service, failure due to spamming or any combination of the above.

D. KhushiKahani members expressly agree that your use of this Website/App is at your sole risk.

E. KhushiKahani team are not liable to you for any damage or alteration to your equipment including but not limited to computer equipment, hand-held devices or mobile telephones as a result of the installation or use of the app. We are not liable to you for any damage or alteration to your equipment including but not limited to computer equipment, hand-held devices or mobile telephones as a result of the installation or use of the app.

33. Indemnity

By using our KhushiKahani services you agree to defend, indemnify, and hold harmless KhushiKahani, its subsidiaries, affiliates, presidents, directors, volunteers, officers, agents, and other partners and employees, fully indemnified and harmless from any loss, damage, liability, claim, or demand, including reasonable attorney's fees, made by any person through improper use of the service provided by KhushiKahani. This defence and indemnification obligation will survive in perpetuity.

34. Termination

A. We/ KhushiKahani team in good faith reserve our right to terminate your KhushiKahani membership or suspend/delete your profile at our sole discretion without any notice to you and take any action as mentioned above, in case you

I. seek physical / financial favors from our other registered members or

II. have provided incorrect information on our website/App or

III. have committed any fraudulent/ unlawful/ illegal activities through the use of our website/App or

IV. have violated this Terms and conditions or

V. have misappropriated the name, likeness, email address, contact no or other personally identifiable information of another KhushiKahani member created a profile on our website /App by impersonation/ fake/ bogus/ false/ misrepresentation/ without consent of the person who's profile is being registered or use only part information including using photo of third parties without the permission of such third parties or act with other members/employees in indecent/improper manner,

B. If KhushiKahani team receives any complaint against the KhushiKahani member and consequently we have suspended/deleted your profile in good faith, then we shall not be liable to you in any manner whatsoever, including for any loss, costs, expenses, or consequence, if any.

C. Unless otherwise provided in these Terms and Conditions, KhushiKahani membership may be terminated by KhushiKahani team/ KhushiKahani member without assigning any reasons.

D. Upon termination / suspension of KhushiKahani membership, your right to use or access the KhushiKahani Website/App KhushiKahani services will cease immediately. All provisions of these terms and conditions that by their nature should survive termination shall survive termination, including, without limitation, disclaimers, and limitations of liability. Termination of your access to and use of the KhushiKahani Services shall not relieve you of any obligations arising or accruing prior to such termination.