

TERMS AND CONDITIONS

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS 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 website ("website") of Shadi Marvels (henceforth "SM"). The Terms and Conditions also include the applicable policies which are incorporated herein by way of reference and as amended from time to time (the "Terms and Conditions").

In these Terms, references to "SM member" shall mean the end user accessing the Website/SM services, its contents or using the SM Services offered. SM member also includes 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 "SM member". "SM Services" means a collective reference to the Shardi Marvels services provided by Shadi Marvels.

1. Scope:

SM acts as a digital platform to enable users to enroll/register on it (by submitting their details) to search for profile(s) from the database of SM's already registered users, and for seeking prospective lawful matrimonial alliances.

2. Eligibility:

- 1) To register as a member of SM or use this Site, you must be at least 18 years old in age (legal marriageable age).
- 2) The SM site is only to facilitate personal advertisement for lawful marital alliance between persons who are legally competent to enter into marriage.
- 3) By using this Site, you represent and warrant that you have the right, consent, authority, and legal capacity to enter into this Agreement; submit relevant information to us; and that you are not prohibited or prevented by any applicable law for the time being in force or any order or injunction from any legal forum or authority restraining you from entering into matrimony.
- 4) You further confirm that you intend to seek a spouse / marriage partner and that you shall not use this site for casual dating.
- 5) If at any time SM is of the opinion (in its sole discretion) or has any reason to believe that you are not eligible to become a member or that you have made any misrepresentation, SM reserves the right to immediately terminate your membership and your right to use the services without any refund of unutilized subscription fee.
- 6) In case you are registering on someone else's behalf, then that implies that you have taken their consent and permission for their profile creation in SM.

3. Account Security:

You are responsible for maintaining and safeguarding the confidentiality of your login credentials you create 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.

4. Registration:

- 1) You agree to complete the online registration process with fairness and honesty in furnishing true, accurate, current, and complete information; and with providing recent, unedited, and real photos of you which will help you to meet your parameters.
- 2) If at any point in time, SM comes to know or has reasons to believe that any information provided by you for registration (including photos) or otherwise is found to be untrue, inaccurate, manipulated, or incomplete, SM shall have full right to suspend or terminate (without any notice) your SM membership and forfeit any amount paid towards SM membership fee, and refuse to provide services to you thereafter.
- 3) SM also reserves the right to block the registration of your profile, in the case of your details or data being entered in irrelevant fields or if there are errors in any data.
- 4) Registration of duplicate profiles of the same person is not allowed on the website. SM shall have the right to suspend or terminate (without any notice) such duplicate profile.
- 5) SM members are expected to disclose their health records during registration which includes any pre-existing physical or mental illness, physical disability etc. Non-disclosure at the time of registration shall be treated as violation of the terms and conditions and SM shall retain their right under clause 4(2) of Terms & Conditions.

5. Role and Responsibility of SM

- 1) SM reproduces your details once you register on our website on "as is as available" basis and also share your profile with other registered SM members within website.
- 2) SM does not prohibit any SM 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.
- 3) SM cannot guarantee or assume responsibility for any specific results from the use of the data available from the SM service
- 4) SM shall safeguard sensitive user information using security standards, authentication mechanisms, access controls and encryption techniques.
- 5) SM 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 SM servers.
- 6) SM 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.

6. Role and Responsibility of SM Member

- 1) You, shall safeguard your profile information by creating a strong password during profile creation with combination of alphabets, both upper and lower case and numbers.
- 2) Any information / data required by SM for using the SM services shall be provided by the SM Member, as and when so sought by SM.
- 3) 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. SM shall not be liable for short coming due to any misrepresentations made by any of its SM members.

- 4) 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 audio/video call, chatting, or messaging. Please check "Safe Matrimony" link in the websites for guidance.
- 5) To get better search results, SM Members are expected to provide 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 SM shall retain their right under clause 4(2) of this terms and conditions.

7. Code of Conduct:

- 1) SM Members are advised to refrain from :
 - a. entering into any financial transactions with prospects. SM Members shall not seek financial help or provide financial help from / to the other SM Members.
 - b. using abusive or derogatory language when they communicate with the other SM Members
 - c. being discriminative or using racial comments etc.
 - d. sharing of confidential and personal data with each other but not limited to sharing of bank details, etc.
 - e. entering into physical relationship with any prospect before marriage.
- 2) As a user/subscriber of SM, you are not entitled to host, display, upload, modify, publish, transmit, update or share any information on the Website that -
 - a. belongs to another person and to which the User does not have any right to;
 - b. is grossly harmful, harassing, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
 - c. infringes any patent, trademark, copyright or other proprietary rights;
 - d. violates any law for the time being in force;
 - e. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 - f. impersonate another person;
 - g. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
 - h. threatens the unity, integrity, defence, security or sovereignty of any country, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

8. Disputes between Members

- 1) SM Members are solely responsible for the communications (through any medium) with prospect or vice versa. SM 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

SM members interact via e-mail, chat, interaction, Whatsapp or any other medium of communication between SM members either using website or otherwise.

- 2) SM has no obligation, to monitor any such disputes arising between the SM members, and SM shall not be party to any such dispute/litigation etc.
- 3) SM is not a broker or the agent of any SM member, and SM does not partake in the exchange of any kind of discussion between the SM members and prospects or the results of their discussion.

9. Content Right

- 1) You agree that all content of SM belong to Digital Marvels (Pvt) Ltd excluding your or third party content including advertisement on the Website for which SM has requisite license/right in terms hereof to display the same on our Website.
- 2) 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 at the time of the creation of the SM profile or subsequently modified by you and also for all the post and communication (including personalized messages sent by SM paid members) with other member(s). 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 SM, you hereby grant SM 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 SM'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.
- 3) While SM 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, SM may delete the content/information and / or terminate or suspend your registration or (without a refund of any subscription paid by you in terms of clause 4(2) of these terms and conditions). You agree that if the situation warrants SM may at its sole discretion put restriction on any SM member to other member's communications.
- 4) Digital Marvels (Pvt) Ltd 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.

10. Third Party website

- 1) SM member understand and agree that SM may allow third parties to put up advertisements on the SM application/Website and SM does not control the contents of such third party advertisement on the SM application/Website. Third party websites to which links are given on Website are not governed by these Terms and conditions and all such third party websites are governed by their own terms and conditions for use and privacy policy, and in case of conflict the terms and conditions of the third party website shall prevail. The Company does not in any manner whatsoever authenticate, endorse, verify or certify these third party websites or any

contents therein. Please note that a user shall click on links to third party websites at his / her sole risk and responsibility.

- 2) The SM members agrees and understands that SM may also allow third parties to provide SM members services on the website, and SM may also collect the payment for such third party services to you, and SM in this regard can have revenue sharing arrangement with such third party, however in no event shall SM be liable to you for such third party services.
- 3) SM reserves the right to add/delete/alter/modify/suspend any or all the SM Services at any time as it may deem fit, without notice. The SM members are expected to see the change on the Website.

11. Limitation of liability

1. SM or its Office bearers shall under no circumstances be liable or responsible to the SM 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/Third Party Website/ SM services.
2. SM informs you that the exchange of profile(s) through or by SM should not in any way be construed as a matrimonial offer and/or recommendation and / or advice or guarantee given to the SM member, from/ or by SM.
3. Notwithstanding anything to the contrary contained herein, SM'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 SM, for any specific SM paid package, and no further.
4. SM or its office bearers shall under no circumstances be liable, if any, for the SM member entering into financial transaction with any other SM Member or any third party.
5. SM or its office bearers shall under no circumstances be liable, if any, for any SM members not responding/reciprocating when you approach them for matrimonial alliance

12. Disclaimer

- 1) Your access to and use of the SM Services or any content is at your own risk. YOU UNDERSTAND AND AGREE THAT THE SM SERVICES ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. WITHOUT LIMITING THE FOREGOING, TO THE FULL EXTENT PERMITTED BY LAW, SM DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SM does not warrant that the Website, its servers, or e-mail sent from SM are free of viruses or other harmful components. SM will not be liable for any damages of any kind arising from the use of this SM Website, including, but not limited to direct, indirect, incidental, punitive, and consequential damages.
- 2) SM does not give any implied or explicit guarantee or warranty of marriage or alliance by you choosing to register on our Website and using SM services (both paid and free).
- 3) Notwithstanding anything contrary contained anywhere, under no circumstances, SM shall be held responsible or liable whatsoever or howsoever, arising out of, relating to or connected with:
 - i. any act or omission done by SM payment gateway 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 SM);
 - 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. SM shall not be liable for the outcome of any interaction in a meeting, call, sms, chat, email or social media posts at any point of time
 - ix. 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.
- 4) You expressly agree that your use of this Website is at your sole risk.
- 5) We are not liable to you for any damage or alteration to your equipment including but not limited to computer equipment, hand-held device 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 device or mobile telephones as a result of the installation or use of the app.

13. Indemnity

By using our SM services you agree to defend, indemnify, and hold harmless SM, its subsidiaries, affiliates, Directors, 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 SM. This defence and indemnification obligation will survive in perpetuity.

14. Termination

- 1) We/ SM in good faith reserve our right to terminate your SM membership or suspend/delete your profile at our sole discretion without any notice to you and take any action as mentioned in clause 4(2) of the Terms and Conditions, in case you:
- I. seek physical / financial favors from our other registered members or
 - II. have provided incorrect information on our website or
 - III. have committed any fraudulent/ unlawful/ illegal activities through the use of our website 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 SM 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,

- 2) If SM receives any complaint against you 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.
- 3) Upon termination / suspension of SM membership, your right to use or access the SM Website SM services will cease immediately. All provisions of this 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 SM Services shall not relieve you of any obligations arising or accruing prior to such termination.

15. Jurisdiction and Applicable Law

- 1) The registration of SM membership and all SM services are deemed to have been entered into within the territorial Jurisdiction of Islamabad, Pakistan.
- 2) The SM Members unconditionally agree that all such disputes and / or differences if any shall be governed by the Laws of Pakistan and submitting to the exclusive Jurisdiction of appropriate court of law in Islamabad, Pakistan.

16. Refund and Assignment

- 1) The payments made by any SM member by way of membership / renewal fee / auto renewal are treated as non-refundable.
- 2) SM member shall not assign or transfer your SM membership to any other person or entity, and such an act shall be treated as violation of terms and conditions and SM shall retain their right under clause 4(2) of this terms and conditions.
- 3) Payment once made for SM services cannot be assigned to any person/party or adjusted towards any other product or packages provided by SM.

17. General

- 1) Notwithstanding anything contained herein, SM reserves the absolute right to delete, in any manner as it deems fit, any content of any profile listing placed on SM/website (once such instance come to SM 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. SM 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 SM website as a means of communication while sending messages to other SM members regarding their profile identity in other matrimonial websites.
- 2) SM member hereby consents for receiving communication including promotional communications through any medium of communications such as electronic mails, calls, SMS or through Whatsapp messages from SM.

- 3) By becoming a Member of the SM service, you agree to receive certain specific email from SM and/or its group sites. You can unsubscribe at any time for any reason quickly and easily by clicking on the unsubscribe link enclosed in the mail.
- 4) By becoming a member of SM and/or using the Services of the website, 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 website.