

# Terms, conditions and Privacy policy for soyrikpune.com

## TERMS AND CONDITIONS

Dear User,

Welcome to soyrikpune.com (hereafter referred as 'Soyrik'). Soyrik website is developed by 'Chitpavan Mitra Association' registered as section 8 company works for welfare of the society especially for 'Chitpavans'. Soyrik provides their services subject to the following terms and conditions. When you visit, register, advertise or log in to Soyrik, you accept the terms and conditions as set out herein below. Please read and assure terms and condition to the various services provided by Soyrik before making any payment in respect of any service.

As users availing services from Soyrik, it shall be presumed that the terms and conditions have been read, understood and fully accepted. The terms and conditions hereof and this agreement shall govern the relationship between you and Soyrik and all transactions or services by, with or in connection with Soyrik for all purposes, and shall be unconditionally binding between the parties without any reservation. The terms and conditions may be changed and/or altered by Soyrik from time to time at its sole discretion.

### 1. CRITERIA

Soyrik shall act on the basis of the information that is submitted, believing the same to be true and accurate even if the information is provided during the registration by your family, friends, relatives on your behalf under your consent. Soyrik has not developed any device to verify the accuracy or genuineness of the information submitted. The minimum age for registering in Soyrik is 18 years for women and 21 years for men. You have gone through the Terms and Conditions and agree to be bound by them.

If at any time Soyrik, in its sole discretion, is of the opinion or has any reason to believe that you are not eligible to become a member or that you have made any misrepresentation about your eligibility, Soyrik hereby reserves the right to terminate your membership and/or your right to use the services of Soyrik without any refund of any monies paid to Soyrik at any point of time.

### 2. REGISTRATION

1. It is considered obligatory that you would complete the registration process with fairness and honesty while furnishing your personal information. You further

undertake that you alone shall be responsible or liable for any information provided. Soyrik or its officers or any of its affiliates or any franchisee appointed by Soyrik shall not be liable for any act or deed committed by any person on basis of any information or data provided by you to Soyrik and you shall keep Soyrik unconditionally indemnified at all times against all and any proceedings that may be initiated by any person on account of any act, deed on the basis of information provided by you to Soyrik. In order to serve you better if Soyrik requires additional details you agree to provide it.

2. At any point of time Soyrik comes to know or has reasons to believe that any information provided by you for registration or otherwise is found to be untrue, inaccurate, or incomplete then Soyrik shall have full right to suspend or terminate your membership. In such case any payment made to Soyrik is not refundable or it will not be transferred any other person.

### **3. GENERAL**

1. You hereby expressly make petition and invite Soyrik and/or its authorized personnel or franchisee appointed by Soyrik to communicate to you through any telecom resources in the registered number provided by you to explain, explicate and clarify the various services provided by Soyrik and to assist, aid or support you in availing the said services.
2. If at any time, you want to discontinue receiving any communication (including, but not limited to emails, SMS and phone calls) from Soyrik, you should commutate the same through register email id.
3. If at any point of time, you want to modify/delete any information from your registered profile, the changes are to be informed through email from your registered email id. The changes informed through any other sources will not be implemented.
4. You represent that you or the mobile number submitted by you is not registered with the Do Not Disturb / National Customer Preference Register and/or you have already changed your registration suitably.
5. You also unconditionally agree to indemnify Soyrik and its officers 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.
6. When you visit Soyrik or franchisee appointed by Soyrik or send e-mails from your register email id, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail. 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.

7. When any other candidates of Soyrik do communication through any form, the proper and fair response should be given to the concerned party.

## **PRIVACY POLICY**

Members agree that their profile(s) can be indexed by search engines, where Soyrik and its network do not have any control over the search engines behavior and Soyrik shall not be responsible for such activities of other search engines.

Soyrik 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.

Soyrik is not responsible any information by advertiser on its web pages in any manner and you are requested to verify the accuracy of all information on your own before undertaking any reliance on such information. The linked sites are not under the control of Soyrik and Soyrik 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.

Soyrik has the right to change its features and services from time to time based on member comments or as a result of a change of policy.

## **COPYRIGHT**

All contents available on Soyrik site, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of Soyrik and its parent organization Chitpavan Mitra Association or its advertisers and the same is protected by Indian and international copyright laws. The contents on this site is the exclusive property of Soyrik and protected by Indian and international copyright laws. All software used on this site is the property of Soyrik or its software suppliers and protected by Indian and international copyright laws.

## **TRADEMARK**

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## **LICENSE AND SITE ACCESS**

The log in or sign in to the Soyrik grants you a limited permission to access and make personal use of this site and not to download or modify it, or any portion of it. This permission does not include any resale or commercial use of this site or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this site or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. This site or any portion of this site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose. You will not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Soyrik and our affiliates, advertiser, franchisees or subsidiaries. You will not use any other "hidden text" utilizing Soyrik name or trademarks. Any unauthorized use terminates the permission or license granted by Soyrik. You will not use any Soyrik logo or other proprietary graphic or trademark as part of the link.

## **YOUR ACCOUNT**

If you use or register in this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You also hereby expressly agree that the information provided by you is available to the other users of Soyrik also and that Soyrik neither has any control nor any responsibility or accountability if information is misused, exploited or abused by any third party. Soyrik and its affiliates, advertisers, franchisees or subsidiaries reserve the right to refuse service, terminate accounts, remove or edit content, or cancel subscription at their sole discretion.

You cannot engage in advertising to, or solicitation of, other members to buy or sell any products or services through Soyrik. You will not transmit any chain letters or junk email to

other members. You understand and agree that Soyrik cannot monitor the conduct of its members off Soyrik, it is also a violation of these rules to use any information obtained from Soyrik in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to any member without the prior explicit consent of the member or Soyrik. The Partner Expectations should be set by every member. In case the member has not set the Expectations or has not set the expectations correctly, then Soyrik shall set the Partner Expectations based on his/her profile information where member can also edit the same at any point of time.

## **MEMBERSHIP**

**Membership is not automatic:** The right of admission is vested with Soyrik. You become a member upon due acceptance of the Profile/Payment by Soyrik and rights of admission is reserved solely for

- Indian Nationals & Citizens.
- Persons of Indian Origin (PIO).
- Non Resident Indians (NRI).

**Length of Membership:** Your membership with Soyrik will continue till:

- Soyrik gives permission to you by rendering its services; or Soyrik or you terminate the membership.
- **Paid Memberships:** Validity of your paid membership is based membership packages declared time to time by Soyrik. Soyrik reserve the right to modify the membership packages at any point of time.

### **Privacy of Membership:**

Your Membership is only for personal use. It is not to be assigned, transferred or licensed so as to be used by any other person/entity. Members are advised to make appropriate/thorough enquiries before acting upon any matrimonial advertisement. Soyrik does not provide guarantee for or assurance of or subscribe to the claims and representations made by advertisers regarding particulars of status, age, income of other members Soyrik also does not vouch for the contents of the Voice Messages exchanged between members.

Soyrik reserves the right but is not obligated, to place Matrimonial Classifieds derived from your Soyrik profile in newspapers, television or any other media at the sole discretion of Soyrik. Members are advised to make appropriate/thorough enquiries before acting upon

any response to these matrimonial advertisements. Soyrik does not provide guarantee for or assurance of or subscribe to the claims and representations made by respondents regarding any particulars.

## **ONLINE CONDUCT**

You are responsible for the content and information [including profile and photograph] you post or transmit using Soyrik 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 Soyrik 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

## **EXTRANEOUS CONTENTS:**

Soyrik hereby alerts and warns its members of the possibility of unauthorized posting of content 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. Soyrik will not in any way be responsible for such content, information or representations. Soyrik 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.

There is a limit to the number of profiles you are allowed to contact each day. This limit is set by Soyrik time to time.

Mobile number/Email verification is mandatory to contact other members. All profiles are reachable through mobile/Email. Profiles who have not verified their mobile numbers/email will not be part of Soyrik sites any more.

Being a free member you cannot view the contacts of other members or your contacts cannot be seen by other members. Free membership is valid for limited period only, Soyrik reserve the rights to provide this feature.

Your membership will automatically be suspended if you send "abusive, obscene or sexually oriented" message/s to other members. Soyrik has the right to suspend your profile without any prior notice. Soyrik reserves the right to edit/delete your photo/horoscope if it's not a

valid/clear/related one. If Soyrik find duplicate profiles then we have rights to suspend any of the profile or all the profiles.

Messages sent to members of the opposite gender should be only for the purpose of finding a life partner. You are not allowed to misuse the services of Soyrik in the name of "Dating", "Flirting", "Friendship" etc.

Soyrik reserves 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 Soyrik shall also modify the profile for other reasons not mentioned herewith. If any abusive content is found in your information, Soyrik has the right to suspend your profile.

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

Soyrik reserves the right to remove/edit any information posted by the member on the publicly accessible areas of the site which talks about social media related content.

Soyrik 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, Soyrik has restricted copying and saving images and content from certain sections of the portal.

We validate only the email of the member. Complete profile and character verification etc has to be done by interested parties themselves.

## **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

This site is provided by Soyrik on an "as is" and "as available" basis. Soyrik makes no representations or warranties of any kind, express or implied, as to the operation of this site or the information, content, materials, or products included on this site. You expressly agree that your use of this site is at your sole risk.

To the full extent permissible by applicable law Soyrik disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Soyrik does not take responsibility for the originality or authenticity of the documents provided by the member. Soyrik does not verify credentials of any member such

as family status, educational qualifications, financial status, occupation, character, etc. Soyrik, its Employees, Office bearers, Officer's etc will not be liable for short coming due to any misrepresentations made by any of its members. Soyrik is not counterchecking or authenticating the veracity of the data/photocopies of documents provided by any member. Members are expected to counter check the veracity of the documents submitted by the prospects while short listing the prospect and satisfy themselves before making a choice of your match through adequate efforts, initiatives and due diligence Soyrik does not claim the authenticity or ownership of the home or office address scheduled for an appointment as being the member's actual or legal place of residence or employment respectively. Members are requested to exercise due care and caution while short listing the prospect and satisfy themselves before making a choice of your match through adequate efforts, initiatives and due diligence. Soyrik does not warrant that this site, its servers, or e-mail sent from Soyrik are free of viruses or other harmful components Soyrik 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.

Notwithstanding anything contrary contained anywhere, under no circumstances, Soyrik or its employees or officers shall be held responsible or liable whatsoever or howsoever, arising out of, relating to or connected with:

- any act or omission not done by Soyrik;
- any untrue or incorrect information submitted by you or on your behalf;
- any decision taken by you or on your behalf or any consequences thereof, based on any information provided by any other user;
- any unauthorized or illegal act done by any third party relating to or connected with any information submitted by you or on your behalf;
- any cybercrime attempted or committed by anyone;
- any incident of force-majeure or 'Act of God'.

## **REFUND OF FEE**

If you choose to terminate your membership, the MEMBERSHIP FEES ARE NOT REFUNDABLE under any circumstances. Your membership for Soyrik services 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.

## **RIGHT TO FORM CONSORTIUM/ASSOCIATES**

While providing services, Soyrik may outsource any part thereof to any competent person or organization, with or without disclosing it to you. However, your membership rights and

responsibilities continue as against Soyrik only and not against such persons or organizations.

## **INDEMNITY**

You hereby agree to indemnify, defend and hold harmless Soyrik and/or its affiliates, their websites and their respective lawful successors and assigns from and against any and all losses, liabilities, claims, damages, costs and expenses (including reasonable legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by Soyrik and/or its affiliates, partner websites and their respective lawful successors and assigns that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by You pursuant to this agreement.

You shall be solely and exclusively liable for any breach of any country specific rules and regulations or general code of conduct and Soyrik cannot be held responsible for the same.

## **GENERAL PROVISIONS**

### **Confidentiality:**

Soyrik will maintain confidential, all personal information [other than that meant for posting or transmission] furnished by members and shall take all possible and /or bonafide steps for maintaining the confidentiality. However, Soyrik may divulge such information if required by law. It is unconditionally agreed, understood and acknowledged by you that the information and/or data that may be submitted by you shall be preserved and retained by Soyrik for all time to come as permissible under law, notwithstanding cessation, termination or discontinuation of the membership.

### **Termination of Membership:**

The membership may be terminated by either party by serving a written notice on the other. Soyrik reserves the right to terminate the membership, to suspend a profile or to disable access in respect of any member in breach of any of the terms. In any case the Membership fees will not be refundable.

### **Site Policies, Modification and Severability:**

Please review our other policies, such as our pricing policy, posted on this site. 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.

### **APPLICABLE LAW**

The membership is deemed to have been entered into at Pune, India and the laws of India will govern the membership and any violation of the terms and conditions provided herein. Disputes arising out of or in any way affecting the membership including interpretation of any of the terms are subject to Courts of appropriate jurisdiction in Pune, India. You hereby explicitly agree for Pune court's jurisdiction for any disputes that may arise.