Terms to use the service

"HELLO DOCTOR" matrimonial service is specially design to help the Doctors to select the partner for a life as per his / her choice and or any other professional who desire to have a life partner from the Medical field. This matrimonial site is only made for Doctors and basic eligibility to enroll his / her ward is Doctor / Radiologist / Physiotherapist in short it is for Medicinal professionals (Allopathic, Dentistry, Ayurvedic and Homeopathic).

<u>"HELLO DOCTOR"</u> is a Match making platform providing targeted advertising services for matchmaking alliances and replaces the traditional way to found the partner such as Family friends, Relative, Pandit, newspaper classified etc. <u>"HELLO DOCTOR"</u> helps you promote and advertise your profile to the prospective alliance partner to drive an 'Accept', the first step in seeking a life-partner. Access to the "HELLO DOCTOR" website is free.

#### Terms of Use

In order to use the "HELLO DOCTOR" ("hereinafter it may be refer as Site"), you must register as a member of the Site which is classified as two groups one is MEDICO and another will be NON-MEDICO ("Member"). The Profile of the Members from the Medical background will be visible online whereas the members who are not from the Medical filed can only see and send the request but their profile will not be visible online. When the request was accepted by the Medico Member then they can see NON-MEDICO Member's profile. The Member or any users using the Site agree to be bound by these Terms of Use ("Agreement"). If you wish to become a Member and promote/ advertise your profile to other Members and make use of the "HELLO DOCTOR" service ("Service"), read these Terms of Use and follow the instructions in the Registration process. The Service shall interalia assist you in promoting and making your profile visible to other Members to drive higher Accepts from relevant members. This Agreement sets out the legally binding terms for your use of the Site and membership. This Agreement may be modified by "HELLO DOCTOR" from time to time.

# 1. Eligibility.

- ❖ To register as a member of Site or use this Site, you must be of legal marriageable age as per the laws of India (currently, 18 years or over for females and 21 years or over for males).
- ❖ The Candidate should be Practitioner in the field of Medicine (Allopathic, Dentistry, Ayurvedic and Homeopathic). In support they should submit True copy of their Certificates of Medical Practice.
- ❖ The Site is only to facilitate personal information for lawful marriage alliance between persons who are legally competent to enter into matrimony under the Indian

Personal laws to which they are subject. Membership in the Service is void where prohibited. You also agree to abide by all of the terms and conditions of this Agreement. If at any time "HELLO DOCTOR" 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 about your eligibility, "HELLO DOCTOR" reserves the right to terminate your membership and / or your right to use the Service without any refund to you of any of your unutilized subscription fee, if any.

#### 2. Term.

You may terminate your membership at any time, for any reason by writing to "HELLO DOCTOR". In the event you terminate your membership, you will not be entitled to a refund of any unutilized subscription fees, if any, paid by you. "HELLO DOCTOR" may terminate your access to the Site and/or your membership for any reason effective upon sending notice to you at the email address as provided you in your application for membership or such other email address as you may later provided to "HELLO DOCTOR".

## 3. Non-Commercial Use by Members.

The <u>"HELLO DOCTOR"</u> Site is for the personal use of members to advertise and promote Doctor's profiles for the purpose of Matrimonial matches and cannot be used in connection with any commercial endeavors. This includes providing links to other web sites, whether deemed competitive to <u>"HELLO DOCTOR"</u> or otherwise. Hospitals cannot become Members of <u>"HELLO DOCTOR"</u> site and should not use the <u>"HELLO DOCTOR"</u> Service or Site for any purpose. Illegal and/or unauthorized uses of the Site, including unauthorized framing of or linking to any other the Site will be Crossed check time to time and if anyone found guilty, then appropriate legal action will be taken, including but not limited to civil, criminal, and injunctive redress.

# 4. Proprietary Rights in the Content on Hello Infomedia Services

"HELLO DOCTOR" owns and retains all proprietary rights in the "HELLO DOCTOR" Site and the "HELLO DOCTOR" Service. The Site contains the copyrighted material, trademarks, and other proprietary information of "HELLO DOCTOR". Except for that information which is in the public domain such as member profile or for which permission has been obtained from the user, no member is allowed to copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information. Any such act or an attempted act on part of the member shall constitute a violation of this Agreement and your membership is liable to be terminated forthwith by "HELLO DOCTOR" and we also reserve our right to take legal action (civil and/or criminal) wherever applicable for any violations.

# 5. Content Posted on the Site.

- 1. You understand and agree that <u>"HELLO DOCTOR"</u> may delete any listing, content, communication, photos or profiles (collectively, "Information") that in the sole judgment of <u>"HELLO DOCTOR"</u> violate this Agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of either <u>"HELLO DOCTOR"</u> and/or its Members.
- 2. The Candidate who wants to become the Members should submit the Photo ID Proof and Reference for authentication.
- 3. With respect to Information you submit or make available for inclusion on publicly accessible areas of the Site including but not limited to your contact details, you hereby unconditionally and irrevocably grant to "HELLO DOCTOR" the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Information on the Site and to "HELLO DOCTOR" members from time to time.
- 4. Member may use the Services only to promote your profile and to reach out to other Members for the purpose of Matrimonial Match from relevant matches. You understand and hereby agree that all information whether publicly posted or privately transmitted or otherwise made available to "HELLO DOCTOR" or "HELLO DOCTOR" Centre members, are the sole responsibility of the person from whom such Content originated and shall be at the member's/person's sole risks and consequences. This means that you (and not "HELLO DOCTOR") are solely responsible for all Information which is provided by you by uploading, post, email, or in writing or otherwise make available via the Service. "HELLO DOCTOR" does not have a control over the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Information. Under any circumstances "HELLO DOCTOR" will not be responsible / liable for any wrong Information, including, but not limited to, any errors or omissions in any information, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service. "HELLO DOCTOR" reserves the right to verify the authenticity of Content posted on the Site. In exercising this right "HELLO DOCTOR" may ask you to provide any documentary evidence in support of the Information you post on the Site. If you fail to produce such evidence, "HELLO DOCTOR" may, in its sole discretion, terminate your Membership.
- 5. You hereby after posting the information on <u>"HELLO DOCTOR"</u> allow the Site, its member to use, Copy, perform, display and distribute such information and such a grant will be irrevocable.

- 6. Member of the "HELLO DOCTOR" may also take a note that the Illegal and prohibitive statements / wordings will not be allow to post on the Site, and it includes wordings such as:
- 1. promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- 2. harasses or advocates harassment of another person;
- 3. involves the transmission of "junk mail", "chain letters," or unsolicited mass mailing or "spamming";
- 4. promotes information that you know is false, misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous:
- 5. displays pornographic or sexually explicit material of any kind
- 6. provides material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under 18

## 6. Copyright Policy.

Any member is not allow to post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. If any person / company found that their work has been copied and posted on the "HELLO DOCTOR" service which directly said to be an infringement of copyright Rights, please provide us with the following information:

- 1. The Power of Attorney issued by the Registered Copyright Owner in favor of you (Taking an action against <u>"HELLO DOCTOR"</u>) to act on behalf of the Owner
- 2. a description of the copyrighted work that you claim has been infringed;
- 3. a description of where the material that you claim is infringing is located on the our Site:
- 4. your address, telephone number, and email address;
- 5. a written statement by you that you have a good faith and belief that the disputed information / content use in our site is not authorized by the copyright owner and or its agent

Notice of claims of copyright infringement can be sent to us in writing to the Surat address located under the Help/Contact section on the site.

7. Member Disputes.

Members are solely responsible for their Post / Information /communications with other "HELLO DOCTOR" Members. "HELLO DOCTOR" reserves the right, but has no obligation, to monitor disputes between Two Members. "HELLO DOCTOR" also reserves the right to take appropriate action against errant members. However,

<u>"HELLO DOCTOR"</u> is not obliged to share such action with other members, including complainants. <u>"HELLO DOCTOR"</u> expressly disclaims any responsibility or liability for any transactions or interactions between the two members.

## 8. Limitation on Liability.

In no event will <u>"HELLO DOCTOR"</u> be liable to any member for any damages, including but not limited up to indirect, consequential, exemplary, incidental, special or punitive damages. Though <u>"HELLO DOCTOR"</u> presumes but not for sure that it may happen therefore every member has to take care by him / herself.

### Jurisdiction.

If there is any dispute came 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 applicable in India and shall be subject to the exclusive jurisdiction of the Competent Courts in Surat Gujarat, India only.

### Disclaimers.

- <u>"HELLO DOCTOR"</u> is not responsible for any incorrect or inaccurate Information posted on the Site or in connection with the <u>"HELLO DOCTOR"</u> Service, whether caused by any Members or by any of the programming associated with or utilized in the Service,
- <u>"HELLO DOCTOR"</u> is not responsible for the conduct of any Member of the <u>"HELLO DOCTOR"</u> Service whether online or offline.
- <u>"HELLO DOCTOR"</u> will not be responsible for any error, omission, deletion, defect, delay in operation or transmission, theft or destruction or unauthorized access to the information, or alteration of, Member's communications within themselves
- "HELLO DOCTOR" is not responsible for any technical problems such as malfunction of any telephone lines, computer on-line-systems, servers failure, 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

- Under any circumstances <u>"HELLO DOCTOR"</u> will not be responsible for any loss or damage resulting from anyone's use of the Site or the Service and/or any Information posted on the Site or transmitted to <u>"HELLO DOCTOR"</u> Members.
- Any information available on "HELLO DOCTOR" is not a matrimonial offer and or recommendation from "HELLO DOCTOR". For any exchange of the information from "HELLO DOCTOR" for Matrimonial Match "HELLO DOCTOR" is not responsible, Further it is to be noted here that the "HELLO DOCTOR" is not responsible for any loss or damage cause to any of his member due to the wrong information posted by any member arising out of, or subsequent to, any relations (including but not limited to matrimonial relations) established pursuant to the use of information of "HELLO DOCTOR"
- <u>"HELLO DOCTOR"</u> does not assume any responsibility or liability for any illegal Content posted on the Site by any of his Members, or user of the site / services

# "HELLO DOCTOR" is a trademark of Hello Infomedia Services

Please contact us with any questions regarding this service agreement.