

## **Terms & Conditions**

Welcome to Spouseup!

By using Spouseup, you confirm that you have read the following terms ("Terms of Use") and agree to be comply to these terms and conditions. Please read the below mentioned Terms of Use thoroughly.

### **The Spouseup Services**

The Spouseup management has created a web and mobile platform for single people to find matches and for married people to play the role of a match maker to help their facebook friends find a match through the Spouseup service. Any person who login with their Facebook account and provide permission to access their Facebook information and their friend list and related friends information fulfils the criteria of becoming a Spouseup user.

Spouseup provides a platform to discover potential matches and interact with each other. Spouseup is a matrimonial service but it does not guarantee a match. Spouseup does not manually screen applicants and does not provide guarantee to the character or personality of its users.

### **Registering as A User**

You can become a Spouseup user only by logging in through your Facebook account. You must be over 18 years of age, and legally single to search for other singles for matrimonial, if you are married you are not allowed to approach other singles for matrimony and you are only allowed to play the role of a matchmaker for your single facebook friends.

The Spouseup management reserves the right to approve or reject your request for access to the app without assigning any reason.

By applying for a Spouseup Membership, you agree to receive communication from the Spouseup team in all forms such as but not limited to phone calls, eails, mailers, text messages and push notifications. This consent shall supersede any registration, or preferences set, by you with the Do Not Disturb Register (DND Register) or the National Customer Preference Register (NCPR).

### **Access to Spouseup**

If you are granted access to Spouseup, Spouseup will create a User profile based on the Facebook information that you provided. Your profile, the profile of your friends and friends of friends will be accessible to other Members.

Spouseup reserves the right to modify its terms of service at any time. Spouseup will notify you of any changes to its terms of service.

### **Interaction among Members**

Spouseup is not responsible for user-to-user interactions—whether online, or offline (Member-initiated meetups, dates, or other events offline). Spouseup is not responsible to Members who intentionally, or otherwise, disclose their personal information or the information of others in the free text areas of their profile or in any publically accessible forum.

When interacting with other Members on the Spouseup platform, you agree to the following terms

- ☐ You will not use Spouseup or to solicit business or use it for commercial purposes.
- ☐ You will not use Spouseup to spam or scam other users.
- ☐ You will not use Spouseup to Defame, harass, stalk, abuse, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

### **Termination of Membership**

Spouseup can terminate your membership if:

- ☐ You falsify your personal information or provide misleading information.
- ☐ If you continue to send interests to singles when you are married or are in a committed relationship. You can only introduce your single friends to other single friends if you are married.
- ☐ If you create more than one accounts on Spouseup.
- ☐ If you refuse to provide documents requested by Spouseup to check the facts relating to your profile information.
- ☐ If you share your Spouseup account details with others.
- ☐ If you use the Spouseup to solicit business or promote commerce.
- ☐ If you use Spouseup to post obscene, hurtful, or defamatory content. In such cases, Spouseup reserves the right to initiate legal action against you.
- ☐ If you use Spouseup to post content that is in violation of copyrights or trademark rights, or violate any law applicable to publication of such content. In such cases, Spouseup reserves the right to initiate legal action against you.
- ☐ If you modify, copy, publish, transmit, distribute, perform, display, or sell anything that is the proprietary material of Spouseup. In such cases, Spouseup also reserves the right to initiate legal action against you.
- ☐ If, at the sole discretion of Spouseup, any behaviour on your part is construed as harassment of other Members. In such cases, Spouseup also reserves the right to initiate legal action against you.

### **Disclaimers; Limitation of Liability**

1. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER SPOUSEUP USERS. YOU UNDERSTAND THAT SPOUSEUP DOES NOT CONDUCT BACKGROUND CHECKS ON ITS USERS. SPOUSEUP GIVES NO GUARANTEES ON THE CONDUCT OF USERS OR THEIR COMPATIBILITY AS A POTENTIAL MATCH. SPOUSEUP RESERVES THE RIGHT TO CONDUCT BACKGROUND CHECK, INVESTIGATIONS OR OTHER SCREENINGS OF ALL USERS, AT ANY TIME AND USING AVAILABLE PUBLIC RECORDS.

2. IN NO EVENT SHALL SPOUSEUP BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, EXEMPLARY, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SERVICE, INCLUDING WITHOUT LIMITATION, BODILY INJURY, DEATH, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM COMMUNICATIONS OR MEETINGS WITH OTHER USERS OF THE SPOUSEUP SERVICE OR PERSONS YOU MEET THROUGH SPOUSEUP. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL INTERACTIONS WITH OTHER USERS OF THE SERVICE, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON.

3. The Spouseup management reserves the right to modify or change Spouseup at will. The spouseup management has no obligation to screen or monitor any content and does not guarantee that any content available on Spouseup complies with this Agreement or is suitable for all users.

4. The Spouseup management provides Spouseup on an “as is” and “as available” basis. You therefore use Spouseup at your own risk. Spouseup expressly disclaims any and all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, non-infringement, and any other warranty that might arise under any law. Without limiting the foregoing, Spouseup makes no representations or warranties:

1. That Spouseup will be permitted in your jurisdiction;
2. That Spouseup will be uninterrupted or error-free;
3. Concerning any content submitted by any user;
4. Concerning any third party’s use of content that you submit;
5. That any content you submit will be made available on Spouseup or will be stored by Spouseup;
6. That Spouseup will continue to support any particular feature of Spouseup;

### **Code of Conduct; Prohibited Activities**

In using Spouseup, you must behave in a civil and respectful manner at all times. Further, you will not:

1. Harass or stalk any other person;
2. Harm or exploit minors;
3. Act in a deceptive manner by, among other things, impersonating any person;
4. Collect information about others;
5. You will not express or imply that any statements you make are endorsed by Spouseup without our specific prior written consent.
6. You will not post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights.
7. You will not post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

The Spouseup management has the right, but not the obligation, to monitor all conduct on and content submitted to Spouseup.

### **Content Restrictions**

You are solely responsible for the content that you publish or display (hereinafter, “post”) on the Service, or transmit to other Members. You will not post on the service, or transmit to other users, any defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive, or such material, or any material that infringes or violates another party's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity). You will not provide inaccurate, misleading or false information to Spouseup or to any other user. If information provided to Spouseup, or another user, subsequently becomes inaccurate, misleading or false, you will promptly notify us of such change.

The following is a partial list of content you may not upload, post, or transmit (collectively, “submit”):

1. is offensive to the online community, such as content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
2. harasses or advocates harassment of another person;
3. promotes information that is false, misleading or promotes illegal activities or conduct that is abusive, threatening, obscene or defamatory;
4. provides material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under the age of 18;
5. contains sexually explicit content;
6. provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
7. involves the transmission of “junk mail”, “chain letters,” or unsolicited mass mailing or “spamming”;
8. 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 images, audio or video, or links to pirated images, audio or video files;
9. solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
10. engages in commercial activities and/or sales without our prior written consent;
11. Infringes any third party’s copyrights or other rights (e.g., trademark, privacy rights, etc.);

Your use of the Service, including but not limited to the content you post on the service, must be in accordance with any and all applicable laws and regulations.

### **Your Representations and Warranties**

For each piece of content that you submit to Spouseup, you represent and warrant that: (i) you have the right to submit the content to Spouseup and grant the licenses set forth above; (ii) Spouseup will not need to obtain licenses from any third party or pay royalties to any third party; (iii) the content does not infringe any third party’s rights, including intellectual property rights and privacy rights; and (iv) the content complies with this Agreement and all applicable laws.

### **Indemnification**

You will indemnify, defend, and hold harmless Spouseup and its affiliates, directors, officers, employees, and agents, from and against all third party actions that: (i) arise from your activities on Spouseup; (ii) assert a violation by you of any term of this Agreement; or (iii) assert that any content you submitted to Spouseup violates any law or infringes any third party right, including any intellectual property or privacy right. Third Party Copyrights and Other Rights Copyright Policy Spouseup respects the intellectual property of others, and we ask our users to do the same. Each user is responsible for ensuring that the materials they upload to Spouseup do not infringe any third party copyright.

## **Privacy Policy**

Spouseup policy relating to the collection, use, and protection of personal information of users is provided in the Privacy Policy. By applying for membership you confirm that you have read this Privacy Policy and accept its terms.

## **Amendments to Terms of Use**

Spouseup reserves the right to amend these Terms of Use at any time. Spouseup reserves the right to update and change these Terms of Use at any time and without notice by posting the amended Agreement on this page. Your continued use of the Service after any such changes constitutes your acceptance of the new Terms of Use. You are advised to check the Terms of Use from time to time for any updates or changes that may impact you.

## **Dispute Resolution**

These Terms of Use shall be governed by, and construed in accordance with, the laws of the republic of India and the State of Tamilnadu, without giving effect to conflicts of law principles thereof. You agree that any action at law or relating to the use of Spouseup or to these Terms of Use shall be brought exclusively in the district court of Coimbatore. You hereby consent and submit to personal jurisdiction in of such courts for the purposes of any action relating to Spouseup.

The section headings contained in these Terms of Use are for reference purposes only and shall not in any way affect the meaning or interpretation of these Terms of Use.

If you have any queries regarding these Terms of Use, please contact Spouseup at [contact@spouseup.com](mailto:contact@spouseup.com)