

Matrimony.com – Affiliate Program

Terms and Conditions

(Revised as on 26/11/2014)

BharatMatrimony.com and its affiliate/associate websites (viz., TamilMatrimony.com TeluguMatrimony.com etc.) are owned and operated by Matrimony.Com Private Limited having its Regd. Office at 10th Floor, 2nd Tower, TVH Beliciaa Towers, Mandaveli, MRC Nagar, Chennai - 600028.

This Agreement contains the complete terms and conditions that apply to an individual's or entity's participation in the BharatMatrimony.com Affiliates Program (the "Program"). By signing up for this program as delineated below you agree to be bound and to comply with the terms and conditions as set about hereunder.

As used in this Agreement, "we"/ "our" /"us" means Matrimony.Com Private Limited and the websites owned by it, and "you" means the applicant. "Website" means a World Wide Website and, depending on the context, refers either to Matrimony.Com Private Limited's group of Websites located at the URL <http://www.BharatMatrimony.com>, or to the Website that you will link to our Website (and which you will identify in your Program application).

1. Enrollment In The Program:

To begin the enrollment process, you will submit a complete Program application online via our Website. We will evaluate your application in good faith and will notify you of your acceptance or rejection. Your application may be rejected if we determine, at our sole discretion, that your Website is unsuitable for the Program. Unsuitable sites include, but not limited, those that:

- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, or age.
- Promote illegal activities.
- Include either "BharatMatrimony.com" or its affiliate websites variations or misspellings thereof in their domain names.

Otherwise violate intellectual property rights of Matrimony.Com Private Limited.

Once rejected, you are eligible to reapply for the Program at any time thereafter only after removing /rectifying the reasons for disqualification as determined at the time of rejection of your application. However admission or otherwise will be at our sole discretion. You should also note that once we accepted your application and thereafter your Website is determined by us to be unsuitable for the Program, this Agreement is liable to be terminated without any notice to you.

2. Links On Your Website:

Once you have been notified that your Website has been accepted into the Program, you may provide on your Website one or more of the following types of links to our Website:

- Text links.
- Widget.
- Banners.
- RSS Feeds.

We will provide you with guidelines and graphical artwork to use in linking to our home page. To permit accurate tracking, reporting, and payment fee accrual, we will provide you with "tagged" link formats to be used in all links between your Website and our Website. You must ensure that each of the links between your Website and our Website properly utilizes such link formats. Links to our Website placed on your Website pursuant to this Agreement and which properly utilize such link formats are referred to as "Tracking links."

You will only earn payment with respect to activity on our Website occurring directly through Tracking Links (The term Tracking Links means a link which contains your affiliate id in the URL e.g. www.bharatmatrimony.com/register/admatrimony.php?aff=rakesh: we will not be liable to you with respect to any failure by you to use Tracking Links, including to the extent that such failure may result in any reduction of amounts which would otherwise be paid to you pursuant to this Agreement. You will, earn payment with respect to all Membership purchases on our Website only based on the data obtained from the above mentioned "tagged" link.

You should not:

(a) Purchase or register search engine keywords, AdWords, search terms or other identifying terms and domain names that include the word "BharatMatrimony", its affiliate / associate portals and any variations thereof for use in any search engine, portal, sponsored advertising service or other search or referral service.

Specifically, this policy prohibits you from bidding on:

- BharatMatrimony.com's trademark, "BharatMatrimony", BharatMatrimony.com and any keyword string that includes this term. For example, "BharatMatrimony", "BharatMatrimony Singles", "BharatMatrimony and marriage" etc.,
- Variations of BharatMatrimony.com trademark: for example "BharatMatrimony", "Bharamatrimony", "www.BharatMatrimony.com", "BharatMatrimony", "www.BharatMatrimony", "wwwBharatMatrimony.com", etc.
- Variations of our affiliate/associate portals: for example www.tamilmatrimony.com, www.assamesematrimony.com etc.

The instances mentioned above are only illustrative.

(b) Dilute, blur or tarnish the value of trade mark of BharatMatrimony.com, its affiliate/ associate portals trademark, and/or Membership and services. (For example, you are not allowed to say that you offer better and/or more promotions, Membership and services than BharatMatrimony.com).

(c) Misrepresent BharatMatrimony.com and its affiliate/associate websites brand including URL, logos, trademarks and trade names. (d) Engage in indiscriminate or unsolicited commercial and/or advertising emails. (e) Cause or enable any sales to be made that are not in good faith, including, but not limited to, by means of any device, program, robot, frames, hidden frames, and redirects. (f) Establish or cause to be established any promotion that provides any rewards, points or compensation for sales, or that allows third parties to place Links to the BharatMatrimony.com and its affiliate/associate portals, Web site or Web site content, without prior written permission. (g) Use all existing or future software Membership and services (including without limitation any computer programming code that is an add-on or bundled with any browser or other host application) that will replace, intercept, interfere, hinder, disrupt or otherwise alter in any manner the Web user's access, view or usage of, or other aspect of the Web user's experience at any BharatMatrimony.com and its Affiliate/Associate Websites in a manner that causes or otherwise results in a different experience from what was otherwise intended by BharatMatrimony.com and its Affiliate/Associate websites; (h) Use all existing or future software Membership and services that will block, alter, direct, redirect, substitute, insert, append itself to, or otherwise intercept or interfere in any manner with any click through or other traffic-based transaction that originated from BharatMatrimony.com and its Affiliate/Associate websites with the result of reducing any compensation or other payment earned by or owing to BharatMatrimony.com and its Affiliate/Associate websites.

If we determine, in our sole discretion, that you have engaged in any of the foregoing activities, we may (without limiting any other rights or remedies available to us) withhold any referral fees otherwise payable to you under this Agreement and/or terminate this Agreement.

It may be noted that the activities mentioned above are only illustrative and we reserve the right to include others also depending upon the circumstances which in our view are injurious to our brands and take action accordingly.

3. Payment

For every validated free profile registration that comes through advertising BharatMatrimony or its 15 regional domains with any of the tools provided in the affiliate program on your site, you will get a fixed fee in Indian Rupees.

- The reporting interface provided to you for tracking the outcome of your advertising campaigns for the affiliate program will be taken as final for processing your payments.
- Affiliates should not directly or indirectly offer any person or entity any consideration or incentive to sign up Websites to the BharatMatrimony.com Affiliates Program.

- If we determine, at our sole discretion, that you are abusing the system, we may (without limiting any other rights or remedies available to us) withdraw your participation in the program and withhold any amount payable to you.

4. Affiliate Identity:

You should not make any press release, advertising / identifying yourself as an affiliate of BharatMatrimony.com or its affiliate / associate websites. For a press release of this type, you must obtain prior written permission from us. In addition, you should not in any manner misrepresent or embellish the relationship between us and you, or express or imply any relationship or affiliation between us and you or any other person or entity except as expressly permitted by this Agreement (including by expressing or implying that Matrimony.Com Private Limited., supports, sponsors, endorses or contributes money to any charity or other cause).

5. Limited License:

We grant you a non - exclusive, revocable right to use the graphic image and text described in Section 8 and such other images for which we grant express permission, solely for the purpose of identifying your Website as a Program participant and to assist in generating Membership sales. You should not modify the graphic image or text, or any other of our images, in any way. We reserve all of our rights in the graphic image and text, any other images, our trade names and trademarks, and all other intellectual property rights. We may revoke your license to use the images at any time for any reasons after giving you written notice.

In addition, we grant you a non-exclusive, worldwide right to reproduce and use all graphic images and other materials provided to you, solely for the purpose of creating Links connecting your Website to the BharatMatrimony.com and its affiliate/associate websites and promoting Membership for sale. These Membership images must be served by BharatMatrimony.com/its associate/affiliate Website and cannot be used in any form other than the form provided by us.

6. Responsibility for Your Website:

You will be solely responsible for the development, operation, and maintenance of your Website and for all materials that appear on your Website. For example, you will be solely responsible for:

- The technical operation of your Website and all related equipment.
- The accuracy and appropriateness of materials posted on your Website (including, among other things, all Membership-related materials).
- Ensuring that materials posted on your Website do not violate or infringe upon the rights of any third party (including, for example, copyrights, trademarks, privacy, or other personal or proprietary rights).
- Ensuring that materials posted on your Website are not libelous or otherwise illegal.

7. Resale and Special Incentive Restrictions:

You should not purchase Membership during sessions initiated through the links on your Website for resale or commercial use of any kind. This includes orders for customers or on behalf of customers. Such purchases may result (in our sole discretion) in the withholding of payment or the termination of this Agreement. Memberships that are eligible to earn under the rules set forth above are referred to as "Qualifying Membership."

In addition, you should not:

(a) directly or indirectly offer /induce any person or entity any consideration or incentive (including, without limitation, payment of money (including any rebate), or granting of any discount or other benefit) for using Tracking Links on your Website to access our Website (e.g., by implementing any "rewards" program for persons or entities who use Tracking Links on your Website to access our Website). If we determine, in our sole discretion, that you have offered any person or entity any such consideration or incentive, we may (without limiting any other rights or remedies available to us) withhold any amount otherwise payable to you under this Agreement and/or terminate this Agreement.

8. Terms Of The Agreement:

The terms of this Agreement will begin upon our acceptance of your Program Application and will end when terminated by either party in the manner as provided for in this agreement.

Either party may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination (i.e., either through email or by written notice to the address notified to either parties). Upon the termination of this Agreement for any reason, you will immediately cease use of, and remove from your Website, all links to our Website, Membership images from our database, and all BharatMatrimony.com and its associated /affiliated websites related trademarks, trade dress and logos, and all other materials provided by or on behalf of us to you pursuant hereto or in connection with the Program. Payment earned up to the date of termination will remain payable only if the related orders are not cancelled or returned. We may withhold your final payment for a reasonable time to ensure that the only eligible amount due to you is paid.

We reserve our right to terminate your affiliation to the membership of this programme if you violated any terms and conditions as laid out in this agreement.

9. Modification:

We may modify any of the terms and conditions contained in this Agreement, at any time without any notice in our sole discretion, by posting a change notice or a new agreement on any of our Website (viz., BharatMatrimony.com its affiliated/associated websites). Modifications may include but not limited to , for example, changes in the scope of available payment, payment fee schedules, payment procedures, and Program rules.

In the opinion of us any substantive changes made to the terms of this agreement, at our option, the same will be sent to you by Email to the ID provided by you. Substantive changes include but not limited to changes in the payment schedule. If any modification is unacceptable to you, your only recourse is to terminate this agreement. Your continued participation in the program following our posting of a change notice or new agreement on our Website will constitute binding acceptance of the change.

10. Relationship of Parties:

You and we are independent parties, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your Website or otherwise, that reasonably would contradict anything either in this Section or in this Agreement.

11. Limitation of Liability:

We will not be liable for any direct or indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement or the Program, even if we have been advised of the possibility of such damages.

You are hereby agree to indemnify and hold harmless Matrimony.Com Private Limited and its subsidiaries and affiliates, franchises and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on

- any claim that our use of the Affiliates Trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party
- any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, or
- any claim related to your Website, including, without limitation, content therein not attributable to us. Instances mentioned above are only illustrative.

12. Disclaimers:

We make no express or implied warranties or representations with respect either to the Program or contents of any Membership sold through the Program (including, without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of our Website will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.

13. Independent Investigation:

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE WEBSITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR WEBSITE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

14. Non Disclosure:

As governed by strict privacy policy for the profile registered through BharatMatrimony.com and its group of portals, Matrimony.com Pvt. Ltd., will not disclose any information of the user data collected through this program that is personal in nature to any of the participating affiliates.

15. Miscellaneous:

This Agreement will be governed by the laws of the India. Any action relating to this Agreement must be brought in the courts located in Chennai, Tamil Nadu, and you irrevocably consent to the jurisdiction of such courts. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

Rules Regarding Affiliates Communications and Promotion:

The following rules apply to any press release or other communication that you may want to issue in connection with your participation in the BharatMatrimony.com Affiliates Program, as well as to any other promotion of your Website.

- Press Releases and Other Communications (Including All Communications On Your Website Or Via Other Media).
- Any communication must accurately identify that you are participating in the "BharatMatrimony.com Affiliates Program."
- Any communication must clearly and accurately describe the nature of your participation in the BharatMatrimony.com Affiliates Program: your communication must not create confusion or misrepresent the nature of your or any other participant's participation in the BharatMatrimony.com Affiliates Program.
- You may, without our prior consent, say the following in any communication: that you have become a BharatMatrimony.com Affiliate, and/or that you have joined or become a member of the BharatMatrimony.com Affiliates Program.

- You must obtain our prior written consent to use any other description of your participation in the BharatMatrimony.com Affiliates Program or of the program itself, which we may give or withhold at our sole discretion. If you seek such consent, please submit the entirety of your proposed press release to us by Email at affiliate@matrimony.com for our review.

Other Website Promotion.

To protect the integrity of the reputation of BharatMatrimony.com /its Associate/Affiliate websites as well as the brand names of BharatMatrimony.com /its Associate/Affiliate websites, you should not promote your Website via certain forms of indiscriminate advertising, commonly referred to as "spamming." Accordingly, you may not promote your Website via postings to non-commercial newsgroups or cross-postings to multiple newsgroups at once.

Notwithstanding the foregoing, you may promote your Website via mailings to recipients who are already customers or subscribers to your Website's services, provided that the recipients have the option to remove themselves from future mailings. Further, you may promote your Website via newsgroup postings to newsgroups that specifically welcome commercial messages (when in doubt, consult the newsgroup FAQ or moderators to be sure that such a message is acceptable in that newsgroup).

In all promotion, you must clearly represent yourself and your Website as entities independent from BharatMatrimony.com, its affiliated websites, bhartmatrimony.com's franchisees and any of Matrimony.Com Private Limited affiliated / associated companies' Websites.

Generally, in any forum or media, you must honor the advertising practices and restrictions that are commonly considered acceptable by its readers.

- Matrimony.Com Private Limited reserves the right at its sole discretion to modify the foregoing terms and conditions / rules at any time without any notice. Matrimony.Com Private Limited reserves the right to take action against any person or entity that does not conform to these terms and conditions / rules.
- Guidelines for Using BharatMatrimony.com Trademark and its affiliated/ associate trademarks such as www.tamilmatrimony.com; www.assamesematrimony.com etc
- You may use the Trademark solely for the purpose authorized by Matrimony.Com Private Limited.
- You should not alter the Trademark in any manner. For example, you shall not change the proportion, color, or font of the Trademark.
- You should not display the Trademark in any manner that implies sponsorship, endorsement by Matrimony.Com Private Limited outside of your involvement in the Affiliates Program.
- You may not use the Trademark to disparage BharatMatrimony.com/Associate/Affiliate websites its Membership or services, or in a manner which, in our reasonable judgment, may diminish or otherwise damage goodwill in the Trademark owned by Matrimony.Com Private Limited.

- The Trademark must appear by itself, with reasonable spacing (at least the height of the Trademark) between each side of the Trademark and other graphic or textual elements.
- You acknowledge that all rights to the Trademark are the exclusive property of Matrimony.Com Private Limited., and all goodwill generated through your use of the Trademark will inure to the benefit of Matrimony.Com Private Limited.
- You shall not purchase or register search engine keywords, AdWords, search terms or other identifying terms that include the word "BharatMatrimony" and its affiliated /associate websites name or any variations thereof for use in any search engine, portal, sponsored advertising service or other search or referral service. Specifically, this policy prohibits you from bidding on:
 - BharatMatrimony.com's trademark, "BharatMatrimony", BharatMatrimony.com and any keyword string that includes this term. For example, "BharatMatrimony marriages", "BharatMatrimony singles"
 - Variations of BharatMatrimony.com trademark: for example "barat matrimony", "bhart matrimony", "www.BharatMatrimony.com", "bharat-matrimony", "BharatMatrimony", "www.BharatMatrimony", etc.,
- If Matrimony.Com Private Limited determines, in its sole discretion, that you have purchased or attempted to purchase either "BharatMatrimony" or any one of the variants illustrated above, then Matrimony.com Private Ltd., may (without limiting any other remedies available to it) pursue any or all of the following actions:
 - Withhold, or cancel any and all compensation otherwise payable to you beginning with the date on which you purchased the prohibited trademarked terms;
 - Remove You from the BharatMatrimony.com Affiliate Program permanently.
 - Correct representation of BharatMatrimony.com features and promotions. All promotions or claims must be accurate at any time that the ad is running.
 - If in the opinion of Matrimony.Com Private Limited, you breached any of the above mentioned guidelines/terms and conditions, you shall be removed from the Program immediately and permanently without any notice.
 - Matrimony.Com Private Limited also reserves the right to withhold, or cancel any and all compensation for transactions not in compliance with these Terms and Conditions.
 - Matrimony.Com Private Limited reserves the right in its sole discretion to modify these guidelines at any time.
 - Matrimony.Com Private Limited reserves the right to take action against any use that does not conform to these guidelines.