

# Terms & Conditions

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This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines and Digital Media Ethics Code) Rules, 2021 that require publishing the rules and regulations, privacy policy and the terms and conditions for access or usage of [www.vowed.in](http://www.vowed.in) (the "Website")

KINDLY READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE USING THE WEBSITE OR APP. BY ACCESSING, BROWSING, OR USING THE WEBSITE OR APP IN ANY MANNER, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS ("AGREEMENT")

## 1. Acknowledgments and acceptance of Terms of Service

RKVA Management LLP, LLP-IN ACH-1428, a company registered under the Companies Act, 2013, having its registered office at 497, Model Colony, 2nd Cross, Yeshwanthpur, Near by RTO, Yeswanthpura, Bangalore, Bangalore North, Bangalore-560022, Karnataka, India, hereinafter referred to as RKVA / The Company, owns the Website / App and any subdomains, are provided to you under the terms and conditions of this Vowed Terms of Service ("Terms of Service"), and any operating rules or policies that may be published by Vowed.in at the URL: [www.vowed.in](http://www.vowed.in) .

THE TERMS OF SERVICE CONSTITUTE THE ENTIRE AGREEMENT BETWEEN YOU AND RKVA, REPLACING ALL PRIOR AGREEMENTS RELATED TO THE SUBJECT MATTER CONTAINED HEREIN. BY COMPLETING THE REGISTRATION PROCESS OR USING THE WEBSITE/APP, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. YOU MAY CONTINUE USING THE WEBSITE/APP AS LONG AS YOU COMPLY WITH THESE TERMS OF SERVICE.

## 2. Services void where prohibited

Use of the Services is void where prohibited. By using this service, you represent and warrant that you have the right, authority, and capacity to

enter into this Agreement and to abide by all the Terms and Conditions of this Agreement.

### **3. Registration**

To access features such as viewing, shortlisting, or reviewing wedding service providers, writing reviews, creating profiles, managing gift recipients, setting reminders, and editing your profile on the Website / App, you are required to register. During registration, you must provide a valid mobile number or email address, which will serve as your unique identifier, along with a password. By registering, you confirm that the mobile number provided for verification or any alternative number is not registered with the Do Not Disturb (DND) / National Customer Preference Register and agree not to file any complaints regarding this.

You also acknowledge that, even if your number is listed under DND, calls from Vowed to your verified mobile number or any alternative number provided will not be considered promotional calls. By using the Website / App, you consent to receiving communications, including promotional messages, via various channels such as email, calls, SMS, or WhatsApp, from RKVA, its affiliated platforms, alliance partners, or service providers.

### **4. Description of service**

Vowed.in offers users a comprehensive list of wedding service providers, including wedding photographers, decorators, caterers, bridal makeup artists, mehndi artists, gifts, wedding pandits, DJs, venues, and more. These services are organized based on factors such as geographic location and price range. The Website / App serves as a one-stop solution for all wedding-related needs. It also offers the ability for couples to create their own wedding website, providing complete information about wedding services and product facilitators, such as banquet halls and catering services, within an advertising model.

You acknowledge that the Website / App is a platform where vendors list their products and services. RKVA / Vowed.in does not verify the authenticity of the vendors or validate any claims or details provided by them. It is your responsibility to verify the credentials of the service providers before finalizing any agreements with them. Under no circumstances will RKVA be held liable for any services or goods promised by a vendor registered on the Website / App.

## **5. Limitation of Liability**

You acknowledge that the Website / App operates as an intermediary under the Information Technology Act, 2000 and its associated rules. By using the Website / App, you understand that you may interact with third-party service providers or vendors to avail services, which could potentially result in loss or damage, whether due to negligence or other reasons. To the fullest extent permitted by law, you agree to waive any claims, release RKVA / Vowed.in from all liability, and indemnify and hold harmless RKVA / Vowed.in, its subsidiaries, affiliates, officers, agents, employees, and partners from any and all liabilities arising from, or related to, injuries and damages resulting from products or services purchased from third-party vendors or service providers via the Website / App. This assumption of risk and release is binding on you, as well as your heirs, executors, agents, administrators, and assigns, and includes any minors accompanying you to events.

RKVA / Vowed.in will not be held liable for any indirect, incidental, special, or consequential damages, including but not limited to loss of profits, data, or other intangibles, even if Vowed.in has been advised of the possibility of such damages. These include damages resulting from: (i) the use or inability to use the service; (ii) the cost of acquiring substitute goods or services; (iii) any goods or services purchased or obtained through the service, or any transactions with Vowed.in or third-party wedding service providers; or (iv) unauthorized access or alteration of your account or data. You agree that RKVA / Vowed.in is not responsible for any unlawful, harassing, defamatory, abusive, threatening, harmful, vulgar, obscene, sexually explicit, or otherwise objectionable conduct or speech by any third party on the service, nor for any infringement or violation of your rights, including intellectual property, publicity, or privacy rights. Some jurisdictions may not allow the exclusion of liability for incidental or consequential damages, so these limitations may not apply to all users.

## **6. Content**

You are solely responsible for any data, text, graphics, messages, or other materials ("Content") that you transmit, post, or distribute through the Service, including but not limited to your information or reviews. All Content you post is your sole responsibility. Vowed.in does not control the Content posted by users and, therefore, cannot guarantee its accuracy, integrity, or quality. Under no circumstances will Vowed.in be held liable for any Content, including but not limited to profiles, posts, photos, videos, etc., posted by wedding service providers, users, or third parties. This

includes liability for any errors or omissions in Content, or for any loss or damage incurred due to the use of such Content.

Subject to the Vowed.in Privacy Policy, you agree that your information may be shared with wedding service providers. Additionally, if you post any Content on the Website / App, you grant Vowed.in and its successors and assigns a non-exclusive, worldwide, royalty-free, perpetual, and irrevocable license to distribute, display, modify, redistribute, sublicense, and reproduce your Content to wedding service providers, other users of the Service, and third parties with whom Vowed.in has a relationship. You also grant Vowed.in the right to authorize the downloading and printing, in whole or in part, of any Content you post on Vowed.in.

## **7. Grievance Cell**

In the event you come across any violation by another user including but not limited to having content in the web site that is obscene, menacing, grossly offensive, harming minors, infringing copyright, patents, etc., or another user is impersonating etc. you may then please be free to provide your concerns in writing or email us with digital signature to:

Email: [grievance@vowed.in](mailto:grievance@vowed.in)

The Grievance Officer is available from 10 AM to 6 PM IST, Monday through Friday, excluding weekends and public holidays in India. The Grievance Officer has been appointed in accordance with Rule 3 (2) of the Information Technology (Intermediaries Guidelines and Digital Media Ethics Code) Rules, 2021. All complaints to the Grievance Officer must be submitted in writing.

The Grievance Officer will address complaints related to violations by users of computer resources, specifically regarding any information on the Website/App that:

- A. Belongs to another person and the user has no right to use;
- B. Is obscene, pornographic, paedophilic, invades privacy (including bodily privacy), insults or harasses based on gender, or is racially or ethnically objectionable, related to or promoting money laundering, gambling, or incites enmity based on religion or caste with the intent to promote violence;
- C. Is harmful to children;
- D. Infringes upon patents, trademarks, copyrights, or other proprietary rights;
- E. Deceives or misleads the recipient about the origin of the message or knowingly communicates false or misleading information;
- F. Impersonates another person;

- G. Threatens the unity, integrity, defence, security, or sovereignty of India, disrupts friendly relations with foreign countries, affects public order, incites crimes, obstructs the investigation of any offense, or insults another nation;
- H. Contains a virus or any software designed to harm, destroy, or limit the functionality of any computer resource;
- I. Violates any applicable law.

## **8. No "SPAMMING"**

You are prohibited from using any feature of the Website / App service for chain letters, junk mail, or "spamming," nor should you utilize distribution lists in any manner that involves individuals who have not explicitly consented to being included. Sending email advertisements that (a) are directed to recipients with whom you do not have an existing personal or business relationship, and (b) are not requested or authorized by the recipient ("Spam" or "Spamming"), is strictly prohibited on the Website / App. If you use any service feature for spamming, RKVA reserves the right to immediately suspend your access to the Website / App and take appropriate legal action. If you suspect other users are engaging in spamming activities, please report it to RKVA by using the "contact us" form, accessible via the "Looking for help?" button at the bottom of the homepage.

## **9. Notices**

RKVA/Company may send you notices via email, a post on the site, or other reasonable methods. You must send notices to RKVA in writing through email or as otherwise specified on the website/app. RKVA may also broadcast, distribute, or display notices on the website/app to inform you of changes to the Terms of Service, the service, the Privacy Policy, or other important matters. Such broadcasts or displays will serve as notice to you.

## **10. Privacy policy**

RKVA respects the privacy of its users. The website/app's policies regarding the collection of personally identifiable information, the information collected by third parties associated with the website/app, and how that information is used are governed by the website/app's Privacy Policy. By consenting to this agreement, you allow RKVA to use, store, process, and share your details with vendors / service providers to help them reach you and offer their services.

## **11. Security**

You are solely responsible for keeping your password and account confidential and for all activities that occur under your account. You agree to notify RKVA immediately if there is any unauthorized use of your account or any other security breach you are aware of. You must report any breaches of security, such as loss, theft, or unauthorized disclosure or use of your account or password. Until RKVA is notified of a security breach, you will remain liable for any unauthorized use of the service through your account. To use the service, you agree to: (1) provide accurate, current, and complete information when prompted by the service, and (2) keep that information updated. If any information you provided during registration is inaccurate, RKVA has the right to terminate your account immediately and revoke your access to the service

## **12. No resale or commercial use, abuse of the service**

Your access to the Vowed.in Service is personal to you. You agree not to resell or make commercial use of the service without obtaining explicit permission from Vowed.in. You may not create bots or other automated tools to misuse the Vowed.in Service in any way. Such actions are considered abuse, and RKVA's decision on the matter will be final and binding. Vowed.in reserves the right to terminate your account if it is determined that you have violated any terms or engaged in any misuse or abuse of the service.

## **13. User conduct**

- Vowed.in reserves the right to monitor or review your activities on the site, but is not obligated to do so. Your use of the Vowed.in Service must comply with all applicable local, state, national, and international laws and regulations. While using the Vowed.in Service, you agree not to:
  - Use the service for any illegal activities
  - Disrupt or interfere with networks connected to the service or violate any related rules or policies
  - Engage in activities like chain letters, junk mail, surveys, contests, pyramid schemes, or include individuals in distribution lists without their consent
  - Collect or harvest information about other users, such as email addresses, without their permission
  - Transmit any content that is unlawful, harassing, defamatory, abusive, threatening, harmful, vulgar, obscene, sexually explicit, or objectionable in any way

- Infringe on another's privacy or intellectual property rights, including copyright, trademarks, or patents
- Send materials encouraging actions that could be criminal, lead to civil liability, or violate any laws or regulations
- Disrupt another user's experience with the service
- Defame, harass, stalk, threaten, or infringe upon the legal rights of others
- Create a false identity to deceive others about your identity or the origin of a message
- Use or distribute any directory of Vowed.in users or any related usage information outside the scope of your personal use of the service
- Upload or transmit harmful files such as viruses, malware, or other malicious programs
- Attempt to gain unauthorized access to the service or other systems connected to it, including through password mining or other methods
- Engage in any conduct that RKVA or Vowed.in deems inappropriate, unauthorized, or objectionable.

#### **14. Indemnification**

You agree to indemnify, defend, and hold harmless RKVA, its parent company, subsidiaries, affiliates, officers, employees, agents, directors, successors, and assigns from any claims, damages, or liabilities, including reasonable attorney's fees, arising out of or related to your use of the Vowed.in Service, any violation of these Terms of Service by you, or any infringement of intellectual property or other rights by you (or anyone using your account). This includes any breach of federal, state, or local laws or regulations.

#### **15. Termination**

You may terminate your use of the Vowed.in service at any time, with or without cause, and it will be effective immediately. Vowed.in also reserves the right to terminate the service or your access to it at any time, with or without cause, at its sole discretion. This includes immediate termination if your conduct does not comply with these Terms of Service. Vowed.in will not be held liable to you or any third party for the termination of the service or your access to it.

If you object to any of the terms and conditions or any modifications made to them by Vowed.in, or if you are dissatisfied with the service, your sole remedy is to: (1) immediately stop using the Vowed.in service, and (2) notify Vowed.in of your decision to terminate, optionally stating the

reasons for doing so. Upon termination, your right to use the Vowed.in service will end immediately, and Vowed.in will have no obligation to forward any unread or unsent messages to you or any third party.

## **16. Transactions with third party organizations or individuals**

RKVA / Vowed.in shall not be held responsible for your interactions with any vendors, merchants, retailers, or individuals encountered through the Website / App. This includes, but is not limited to, payments, delivery of goods and services, and any other terms, conditions, warranties, or representations associated with these transactions. These interactions are strictly between you and the relevant vendors, merchants, retailers, or individuals. RKVA / Vowed.in has no obligation to get involved in any disputes between users of the service or between users and third parties.

## **17. Refund Policy**

A. Payments for listing services on the App / Platform must be made in full, in advance.

B. Once a service has been subscribed to or availed by the user, the payment is non-refundable, and the amount paid will be considered appropriated.

C. Any potential refunds will be at the sole discretion of RKVA, and RKVA makes no guarantees regarding the accuracy or timeliness of refunds reaching the user's card or bank account.

D. RKVA does not guarantee server uptime or the proper functioning of the App. The listing services are provided on a best-effort basis, and RKVA's maximum liability for any losses, damages, or claims is limited to a refund of the subscription amount only.

E. RKVA assumes no liability for free listing services.

## **18. Cancellation Policy**

A. The user is entitled to cancel their subscription/package before the listing date.

B. After the listing has been made, the user cannot cancel the subscription, as RKVA's obligation is fulfilled upon providing the listing services on the Platform / App.

C. Cancellations may be accepted after listing at RKVA's sole discretion, and refunds will be issued according to the Refund Policy.



## **19. Links to third party sites**

Any websites accessible through links within the Vowed.in Service that direct you away from the service are not under the control of Vowed.in. Therefore, Vowed.in is not responsible for the content, products, or services provided on any linked websites. These websites are governed by the policies and procedures of their respective owners. We encourage you to review those policies and understand your rights when visiting any external website.

## **20. Violation of terms by other users**

Vowed.in encourages you to help ensure that all users adhere to the terms of use by reporting any user reviews, posts, or messages that violate these terms. To report a violation of these Terms of Service, please email us or click the "Contact us" link at the end of the home page.

## **21. Disclaimer of warranties**

You expressly agree that your use of the Website / App is at your own risk. The Vowed.in service is provided on an "as is" and "as available" basis. Vowed.in disclaims all warranties, whether express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Vowed.in makes no guarantee that its service will meet your needs, be uninterrupted, timely, secure, or error-free. It also does not guarantee the results that may be achieved from using the service, nor the accuracy or reliability of any information obtained through the service, or that any software defects will be corrected. You acknowledge that Vowed.in does not control the content, information, products, or services offered by advertisers, third parties, or other users on or through the service, including content licensed to Vowed.in from third parties or provided by other users. Vowed.in is not responsible for, nor makes any warranty about, the accuracy, completeness, reliability, usefulness, or appropriateness of content or products made available by third parties through the Vowed.in service. You are solely responsible for any damage to your computer system or loss of data resulting from downloading any materials from the Vowed.in service. Vowed.in makes no warranty regarding any goods or services purchased or obtained through the service or any transactions made through it. No advice or information, oral or written, obtained by you from Vowed.in or through the Vowed.in service, shall create any warranty not explicitly stated herein. Some jurisdictions may not allow the exclusion

of certain warranties, so some of the exclusions above may not apply to you.

## **22. Modifications to the service and to terms of service**

RKVA reserves the right to modify or discontinue the Website / App service with or without notice to you. Vowed.in will not be liable to you if the service is modified or discontinued. Vowed.in may also change the terms and conditions of the Terms of Service at any time at its sole discretion. If there are any significant changes to the terms and conditions, Vowed.in may notify you via email and/or by posting an announcement with a link to the updated Terms of Service on the Vowed.in Service. By continuing to use the Vowed.in Service after such changes, you acknowledge and accept the updated Terms of Service.

23. **Governing Law:** This Agreement shall be governed by and construed in accordance with laws of India.

24. **Dispute Resolution:** Any dispute, claim or controversy arising under or relating to the Agreement shall be resolved by Sole Arbitrator appointed by RKVA and the arbitration proceedings shall be in accordance with the Arbitration and Conciliation Act, 1996 (as may be amended from time to time). The seat and venue of such arbitration shall be in Bengaluru. The language of the arbitration shall be English. Any arbitration award by the arbitral tribunal shall be final and binding upon the Parties.

25. **Jurisdiction:** The Parties hereby consent to the exclusive jurisdiction of the courts located in Bengaluru.