

PAIRFPECT OPERATOR SAAS SUBSCRIPTION & REVENUE SHARING AGREEMENT

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Effective Date: [To be inserted]

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IMPORTANT NOTICE

This Operator SaaS Subscription & Revenue Sharing Agreement ("Agreement") is a legally binding contract between **Addition Solutions**, the owner and operator of the Pairffect Platform ("Pairffect", "we", "our", or "us"), and the business entity or organisation registering as an Operator ("Operator", "you", or "your").

This Agreement governs your access to and use of the Pairffect Platform for operating a matrimonial service.

By creating an Operator account, clicking "**I Agree**", subscribing to a Pairffect plan, or otherwise accessing or using the Platform, you acknowledge that you have read, understood, and agree to be bound by this Agreement.

If you do not agree to this Agreement, you must not register as an Operator or use the Platform.

This Agreement should be read together with:

- Pairffect Privacy Policy;
 - Pairffect End User Terms of Use and Service Agreement;
 - Payment, Cancellation and Refund Policy (where applicable);
 - Cookie Policy;
 - and any additional policies or guidelines published by Pairffect from time to time.
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PART I – GENERAL PROVISIONS

1. PURPOSE OF THIS AGREEMENT

This Agreement establishes the legal relationship between Pairffect and the Operator for the provision of Pairffect's cloud-based Software-as-a-Service ("SaaS") platform.

The Agreement defines:

- the licence granted to the Operator;
- the commercial model applicable to the Operator;
- the rights and obligations of the parties;
- payment and revenue-sharing arrangements;
- intellectual property ownership;
- data protection responsibilities;
- service standards;
- termination procedures;
- and other legal terms governing the Operator's use of the Platform.

Nothing in this Agreement creates any employment, partnership, franchise, agency, joint venture, or fiduciary relationship between Pairffect and the Operator.

2. WHO MAY BECOME AN OPERATOR

An Operator may be:

- an individual proprietor;
- a partnership;
- a limited liability partnership;
- a company;
- a society;
- a trust;
- a non-profit organisation;
- or any other legally recognised entity capable of entering into binding contracts under applicable law.

The individual accepting this Agreement represents and warrants that they are duly authorised to bind the Operator to this Agreement.

3. NATURE OF THE PAIRFFECT PLATFORM

Pairffect is a cloud-based multi-tenant Software-as-a-Service platform designed to enable Operators to establish, manage, and operate digital matrimonial services.

Depending upon the commercial model selected by Pairffect for the Operator, Pairffect may:

- license the Platform to the Operator on a subscription basis;
- directly offer membership plans to End Users and share revenue with the Operator;
- provide payment processing facilities;
- provide artificial intelligence features;
- provide identity verification integrations;
- provide communication services;
- provide hosting and technical infrastructure;
- provide administrative tools;
- provide analytics and reporting.

Pairffect is a technology platform provider and does not itself operate the Operator's matrimonial business.

Except where Pairffect directly sells memberships under the applicable commercial model, the Operator remains solely responsible for its independent business operations and interactions with End Users.

4. DEFINITIONS

For the purposes of this Agreement:

Platform

means the Pairffect software platform, including all web applications, mobile applications, APIs, cloud infrastructure, databases, administrative portals, artificial intelligence systems, communication services, documentation, and related software made available by Pairffect.

Operator

means the business entity entering into this Agreement and authorised by Pairffect to operate a matrimonial service using the Platform.

End User

means an individual who registers or uses the Operator's matrimonial service through the Platform.

Subscription Plan

means the SaaS plan made available by Pairffect to the Operator, including any applicable profile limits, feature entitlements, pricing, storage limits, or usage limits.

Commercial Model

means the business arrangement designated by Pairffect for the Operator, including:

- Pairffect Managed Membership Model;
 - Operator Managed Membership Model;
 - or any other commercial model introduced by Pairffect in accordance with this Agreement.
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Pairffect Managed Membership Model

means the commercial model under which Pairffect directly offers membership plans to End Users, collects membership fees, and shares revenue with the Operator under the applicable commercial arrangement.

Operator Managed Membership Model

means the commercial model under which the Operator independently offers memberships to End Users and pays Pairffect subscription fees for access to the Platform.

Authorised Service Providers

means third-party organisations engaged by Pairffect to provide services necessary for the operation, maintenance, security, enhancement, or support of the Platform, including but not limited to payment processing, communication delivery, identity verification, cloud hosting, analytics, cybersecurity, artificial intelligence, and similar services.

Confidential Information

means any non-public business, commercial, financial, legal, operational, technical, security, software, product, customer, pricing, strategic, or other information disclosed by one party to the other in connection with this Agreement, whether disclosed orally, electronically, visually, or in writing, including information relating to the Platform, software architecture, APIs, business methods, product roadmaps, commercial arrangements, source code, security practices, and trade secrets.

Confidential Information does not include information that:

- is or becomes publicly available through no breach of this Agreement;
 - was lawfully known to the receiving party before disclosure;
 - is independently developed without reference to the disclosed information;
 - is lawfully obtained from a third party without an obligation of confidentiality; or
 - is required to be disclosed by applicable law or a lawful order of a competent authority, provided that, where legally permitted, the receiving party gives prior notice to the disclosing party to enable it to seek appropriate protective measures.
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Applicable Law

means all laws, statutes, rules, regulations, notifications, governmental directions, judicial decisions, regulatory requirements, and legally binding orders applicable to the subject matter of this Agreement, including those of the Republic of India.

Commercial Plan

means the pricing structure, subscription fees, revenue-sharing arrangement, settlement rules, profile limits, feature entitlements, payment terms, and other commercial conditions applicable to an Operator, as determined and communicated by Pairfect from time to time.

Authorised User

means an individual authorised by the Operator to access or use the Platform on its behalf, including its owners, directors, partners, employees, consultants, contractors, or other authorised representatives, subject to the access rights assigned by the Operator.

Member Profile

means the digital profile of an End User created or maintained on the Platform, including profile information, photographs, preferences, verification status, membership status, and other information made available through the Platform in accordance with applicable privacy settings.

Revenue Share

means the portion of membership revenue payable by Pairfect to an Operator under the Pairfect Managed Membership Model, calculated in accordance with the applicable Commercial Plan after applicable deductions, adjustments, taxes, refunds, chargebacks, and other lawful adjustments.

Settlement

means the payment made by Pairfect to an Operator representing the Revenue Share payable for a particular settlement period under the applicable Commercial Plan.

5. ELIGIBILITY

To become an Operator, you must:

- be legally capable of entering into binding contracts;
- possess all registrations, licences, approvals, and permissions required to operate your business;
- provide accurate and complete registration information;
- maintain valid contact details;
- comply with applicable laws;
- comply with this Agreement;
- successfully complete any verification required by Pairfect.

Pairfect reserves the right to reject or suspend any Operator application at its sole discretion.

6. ACCEPTANCE OF THIS AGREEMENT

This Agreement becomes legally binding upon the earliest of:

- clicking an electronic acceptance button;
- creating an Operator account;
- subscribing to a Pairfect plan;
- accessing the administrative dashboard;
- using any portion of the Platform.

Electronic acceptance shall have the same legal effect as a handwritten signature to the extent permitted by applicable law.

The Operator acknowledges that acceptance of this Agreement creates legally enforceable contractual obligations.

7. NO EXCLUSIVITY

Unless expressly agreed in a separate written agreement signed by Pairffect, nothing in this Agreement grants the Operator:

- territorial exclusivity;
- geographical exclusivity;
- community exclusivity;
- language exclusivity;
- customer exclusivity;
- market exclusivity;
- industry exclusivity;
- or any other exclusive commercial right.

Pairffect may appoint, onboard, or permit multiple Operators to provide matrimonial services in the same geographic area, community, language group, market segment, or any other category.

The Operator acknowledges that no expectation of exclusivity arises from this Agreement or from its use of the Platform.

8. FUTURE COMMERCIAL MODELS

Pairffect may introduce additional commercial models, pricing structures, subscription plans, revenue-sharing mechanisms, promotional programmes, enterprise offerings, or other commercial arrangements from time to time.

The introduction of a new commercial model does not automatically change the Operator's existing commercial model.

Any migration of an Operator from one commercial model to another shall occur only with Pairffect's approval and upon such terms as may be mutually agreed in writing or accepted electronically by the Operator.

The Operator may not unilaterally change its assigned commercial model.

PART II – OPERATOR REGISTRATION, VERIFICATION AND ACCOUNT MANAGEMENT

9. OPERATOR REGISTRATION

To use the Platform, the Operator must complete the registration process prescribed by Pairffect.

During registration, the Operator shall provide complete, accurate, and current information as reasonably requested by Pairffect.

Registration does not automatically entitle the Operator to access the Platform.

Pairffect reserves the right to review, approve, reject, or request additional information before activating an Operator account.

10. BUSINESS VERIFICATION

Before activating an Operator account, Pairffect may require the Operator to undergo business verification.

Depending on the nature of the Operator's business, Pairffect may request information or documents including:

- Legal Name of the Entity;
- Business Registration Details;
- PAN;
- GST Registration (where applicable);
- Registered Address;
- Principal Place of Business;
- Bank Account Details for settlements (where applicable);
- Identity details of authorised representatives;
- Contact information;
- Any licences or approvals reasonably required to operate the business.

Pairffect may verify such information through lawful means or authorised verification service providers.

Failure to successfully complete verification may result in rejection, suspension, or termination of the Operator account.

11. AUTHORISED REPRESENTATIVE

The individual accepting this Agreement on behalf of the Operator represents and warrants that they:

- are duly authorised to bind the Operator;
- possess the necessary authority to enter into legally binding contracts;
- will act on behalf of the Operator in all matters relating to this Agreement.

The Operator remains responsible for all actions performed by its authorised representatives.

Any change in authorised representatives must be promptly notified to Pairfect.

12. ACCOUNT INFORMATION

The Operator agrees to maintain complete, accurate, and up-to-date account information at all times.

This includes, where applicable:

- business name;
- registered address;
- correspondence address;
- email addresses;
- mobile numbers;
- GST details;
- PAN details;
- bank account information;
- billing contact;
- technical contact;
- grievance contact;
- authorised representatives.

Failure to maintain accurate information may delay settlements, support, or other Platform services.

13. ACCOUNT SECURITY

The Operator is responsible for maintaining the confidentiality of:

- login credentials;

- passwords;
- authentication devices;
- verification codes;
- administrative accounts;
- API credentials (where applicable).

The Operator shall:

- implement appropriate internal access controls;
- restrict administrative access to authorised personnel only;
- promptly revoke access for former employees or contractors;
- notify Pairfect immediately upon becoming aware of any unauthorised access or suspected compromise.

The Operator is responsible for all activities carried out using its administrative accounts unless caused solely by Pairfect's negligence or wilful misconduct.

14. MULTIPLE ADMINISTRATIVE USERS

Where the Platform permits multiple administrative users, the Operator shall ensure that:

- each user has an individual account;
- administrative privileges are assigned appropriately;
- user access is reviewed periodically;
- unnecessary access is removed without undue delay.

Pairfect may provide role-based access controls to support secure administration of the Operator's account.

15. BUSINESS COMMUNICATIONS

The Operator agrees to receive communications from Pairfect relating to:

- account administration;
- Platform updates;
- security alerts;
- maintenance notifications;
- billing;
- settlements;
- compliance matters;
- legal notices;
- product enhancements;

- support requests.

Such communications form part of the operation of the Platform and cannot ordinarily be disabled while the Operator account remains active.

16. OPERATOR VERIFICATION OBLIGATIONS

The Operator shall cooperate with any reasonable verification process conducted by Pairffect.

Pairffect may periodically request updated information to:

- confirm continued eligibility;
- verify business details;
- satisfy regulatory requirements;
- prevent fraud;
- maintain Platform integrity.

Failure to provide requested information within a reasonable time may result in temporary suspension of Platform access until verification is completed.

17. CHANGES TO BUSINESS INFORMATION

The Operator shall promptly notify Pairffect of any material change relating to:

- ownership;
- legal structure;
- authorised representatives;
- registered office;
- principal business address;
- banking details;
- GST registration;
- PAN;
- contact information;
- legal status;
- insolvency proceedings;
- or any circumstance that may materially affect the Operator's ability to perform its obligations under this Agreement.

Pairffect may require additional verification following such changes.

18. BUSINESS CONTINUITY

The Operator shall take reasonable steps to ensure continuity of its business operations, including:

- maintaining appropriate administrative access;
- safeguarding business records;
- maintaining updated contact information;
- ensuring that at least one authorised representative remains available for communication with Pairffect.

Pairffect shall not be responsible for business interruptions resulting solely from the Operator's failure to maintain appropriate internal administrative controls.

19. ACCOUNT SUSPENSION PENDING VERIFICATION

Pairffect may suspend access to the Platform, in whole or in part, where reasonably necessary to:

- complete verification;
- investigate suspected fraud;
- investigate security incidents;
- comply with legal obligations;
- protect Members;
- protect the Platform;
- enforce this Agreement.

Where reasonably practicable, Pairffect will notify the Operator of the reason for suspension.

Nothing in this section limits Pairffect's right to terminate this Agreement in accordance with its terms.

20. RESPONSIBILITY FOR ACCOUNT ACTIVITIES

The Operator is responsible for all activities performed through its administrative accounts, including activities carried out by:

- owners;
- directors;
- employees;
- contractors;
- consultants;
- authorised representatives;
- or any individual granted access by the Operator.

The Operator shall ensure that all such persons comply with this Agreement and applicable law.

21. FALSE OR MISLEADING INFORMATION

The Operator shall not provide information that is:

- false;
- misleading;
- incomplete;
- fraudulent;
- forged;
- impersonated;
- or intended to misrepresent the Operator's identity or legal status.

If Pairrfect reasonably believes that any information provided is inaccurate or misleading, Pairrfect may:

- request clarification;
- require additional documentation;
- suspend the Operator account;
- terminate this Agreement;
- report the matter to competent authorities where required by law.

PART III – SAAS LICENCE, PLATFORM ACCESS AND ACCEPTABLE USE

22. GRANT OF SAAS LICENCE

Subject to this Agreement and the Operator's continued compliance with its terms, Pairffect grants the Operator a limited, non-exclusive, non-transferable, non-sublicensable, revocable licence to access and use the Platform solely for operating the Operator's own matrimonial service.

This licence is granted only for the duration of the Operator's active subscription or commercial relationship with Pairffect.

No ownership or proprietary rights in the Platform are transferred to the Operator.

23. NATURE OF THE LICENCE

The licence granted under this Agreement:

- is a licence to access software delivered as a cloud-based service;
- does not constitute a sale of software;
- does not transfer ownership of any software, source code, databases, APIs, artificial intelligence systems, algorithms, documentation, or other intellectual property;
- is limited solely to the rights expressly granted under this Agreement.

All rights not expressly granted remain reserved by Pairffect.

24. PERMITTED USE

The Operator may use the Platform solely for:

- operating its own matrimonial service;
- managing Member registrations;
- managing verified Member profiles;
- communicating with Members;
- managing memberships in accordance with the applicable Commercial Model;
- using Platform features made available under the Operator's Subscription Plan;
- administering its authorised users.

The Platform must not be used for any purpose unrelated to the Operator's authorised matrimonial business without Pairffect's prior written consent.

25. SUBDOMAIN, DOMAIN AND BRANDING

Pairffect may provide the Operator with:

- a Pairffect-hosted subdomain;
- custom domain mapping;
- branding configuration;
- logo customisation;
- colour and theme configuration;
- other branding features available under the applicable Subscription Plan.

The Operator retains ownership of its own:

- trade names;
- trademarks;
- logos;
- branding;
- marketing content;
- promotional materials.

Nothing in this Agreement transfers ownership of either party's intellectual property.

26. SUBSCRIPTION PLAN LIMITATIONS

The Operator's access to the Platform is governed by its assigned Subscription Plan.

Depending on the applicable plan, limitations may include:

- maximum active Member profiles;
- administrative users;
- storage capacity;
- available features;
- communication limits;
- AI feature availability;
- API access;
- integrations;
- reporting capabilities;
- other usage limits communicated by Pairffect.

The Operator shall not intentionally attempt to circumvent any Subscription Plan limitation.

27. ACCEPTABLE USE

The Operator shall use the Platform lawfully, responsibly, and in accordance with this Agreement.

The Operator shall not use the Platform:

- for unlawful purposes;
- to facilitate fraud;
- to impersonate another person or organisation;
- to infringe intellectual property rights;
- to distribute malicious software;
- to send unsolicited communications in violation of applicable law;
- to facilitate financial scams;
- to harass or abuse Members;
- to store unlawful content;
- to interfere with the operation or security of the Platform.

28. PROHIBITED ACTIVITIES

Except to the extent expressly permitted by applicable law, the Operator shall not:

- reverse engineer the Platform;
- decompile the Platform;
- disassemble the Platform;
- copy the Platform;
- reproduce the Platform;
- modify the Platform;
- create derivative works of the Platform;
- access the source code;
- attempt to discover the source code;
- circumvent security mechanisms;
- bypass licence restrictions;
- interfere with Platform infrastructure;
- attempt unauthorised access;
- interfere with APIs;
- scrape Platform data;
- use automated bots without written authorisation;
- benchmark the Platform for developing competing products;
- remove copyright notices;
- remove proprietary notices.

29. NO RESALE OR SUB-LICENSING

Unless expressly authorised in writing by Pairffect, the Operator shall not:

- sublicense the Platform;
- lease the Platform;
- rent the Platform;
- resell Platform access;
- provide Platform access to unauthorised third parties;
- operate the Platform as a software hosting service for unrelated businesses;
- transfer administrative access to another legal entity.

Nothing in this section restricts the Operator from using the Platform to provide its own matrimonial services to End Users.

30. API ACCESS

Where API access is provided, the Operator shall:

- use APIs only in accordance with Pairffect's published documentation;
- maintain the confidentiality of API credentials;
- implement reasonable security measures;
- avoid excessive or abusive API usage;
- comply with applicable rate limits.

Pairffect may suspend API access where necessary to protect Platform security, stability, or performance.

31. FAIR USAGE

The Platform is intended for legitimate business use consistent with the Operator's Subscription Plan.

The Operator shall not intentionally engage in activities that unreasonably affect Platform performance, including:

- excessive automated requests;
- abusive messaging;
- artificial traffic generation;
- excessive resource consumption;
- denial-of-service activities;
- or other misuse of shared infrastructure.

Pairffect may implement reasonable technical controls to protect Platform stability.

32. PLATFORM UPDATES

Pairffect may from time to time:

- release new features;
- modify existing functionality;
- improve artificial intelligence systems;
- improve security;
- improve performance;
- correct defects;
- discontinue obsolete functionality;
- redesign user interfaces.

Such updates form part of the ongoing operation of the Platform.

Nothing in this Agreement guarantees that every feature will remain available indefinitely.

33. BETA FEATURES

From time to time, Pairffect may make preview, beta, experimental, or early-access features available.

Such features:

- may change without notice;
- may contain defects;
- may be modified or discontinued;
- may not be suitable for production use.

Unless otherwise stated, beta features are provided "as available" and may not be subject to the same service commitments as generally available features.

34. PLATFORM AVAILABILITY

Pairffect will use commercially reasonable efforts to maintain Platform availability.

However, uninterrupted or error-free operation cannot be guaranteed.

Temporary interruptions may occur due to:

- maintenance;
- infrastructure upgrades;
- software updates;

- cybersecurity measures;
- internet failures;
- cloud infrastructure failures;
- telecommunications failures;
- force majeure events;
- circumstances beyond Pairffect's reasonable control.

Reasonable service interruptions shall not constitute a breach of this Agreement.

35. SUSPENSION OF ACCESS

Pairffect may suspend access to all or part of the Platform where reasonably necessary to:

- protect Platform security;
- investigate suspected abuse;
- investigate fraud;
- respond to security incidents;
- comply with legal obligations;
- perform emergency maintenance;
- enforce this Agreement;
- protect other Operators or Members.

Where reasonably practicable, Pairffect will notify the Operator before or promptly after such suspension.

36. FUTURE ENHANCEMENTS

Pairffect continuously develops the Platform.

Accordingly, Pairffect may introduce:

- new modules;
- new subscription plans;
- artificial intelligence capabilities;
- communication channels;
- analytics features;
- integrations;
- APIs;
- automation tools;
- enterprise services;
- or other Platform enhancements.

Some enhancements may be included within an existing Subscription Plan, while others may require additional fees or a different Subscription Plan.

Nothing in this Agreement obligates Pairffect to develop or release any particular feature requested by an Operator.

37. OPERATOR FEEDBACK

The Operator may voluntarily provide suggestions, ideas, enhancement requests, bug reports, or other feedback relating to the Platform.

The Operator acknowledges that:

- Pairffect is under no obligation to implement any feedback;
 - Pairffect may independently develop similar features;
 - Pairffect may use, modify, incorporate, and commercialise such feedback without restriction or compensation, provided that doing so does not disclose the Operator's Confidential Information.
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38. AUDIT OF PLATFORM USAGE

To protect the integrity of the Platform and ensure compliance with this Agreement, Pairffect may monitor and audit the Operator's use of the Platform.

Such monitoring may include:

- subscription usage;
- profile limits;
- administrative access;
- API usage;
- storage utilisation;
- security events;
- compliance with usage restrictions.

Pairffect will conduct such monitoring in a manner reasonably necessary for Platform administration, security, billing, and compliance.

39. NON-CIRCUMVENTION AND COMPETING PLATFORMS

The Operator acknowledges that the Pairffect Platform incorporates valuable confidential information, proprietary technology, business processes, workflows, software architecture,

databases, algorithms, artificial intelligence systems, APIs, user interface designs, and operational know-how developed through substantial investment by Pairfect.

Accordingly, during the term of this Agreement, and for a period of **two (2) years** following its termination or expiry, the Operator shall not, directly or indirectly:

- use Pairfect's Confidential Information to develop, commission, or procure software that substantially replicates the Pairfect Platform;
- engage any person to reverse engineer or replicate the Platform;
- use access to the Platform to create a competing software platform based on Pairfect's proprietary technology or confidential business processes;
- knowingly assist any third party in undertaking any of the above activities.

Nothing in this section prevents the Operator from operating its independent matrimonial business using another lawfully developed software platform that has not been developed through the misuse of Pairfect's Confidential Information or intellectual property.

PART IV – OPERATOR RESPONSIBILITIES, COMPLIANCE AND SERVICE STANDARDS

40. GENERAL RESPONSIBILITIES

The Operator shall use the Platform in a professional, lawful, ethical, and responsible manner.

The Operator is solely responsible for operating its matrimonial business and shall:

- comply with this Agreement;
- comply with applicable laws;
- operate honestly and fairly;
- maintain accurate business information;
- protect the interests of Members;
- cooperate with Pairfect where reasonably required.

Nothing in this Agreement transfers responsibility for the Operator's business operations to Pairfect.

41. OPERATION OF MATRIMONIAL SERVICES

The Operator is solely responsible for the day-to-day operation of its matrimonial service, including:

- onboarding Members;
- communicating with Members;
- providing customer support;
- responding to Member enquiries;
- managing memberships (where applicable);
- resolving Member issues;
- maintaining service quality;
- complying with applicable laws.

Pairfffect provides the technology platform only.

42. COMPLIANCE WITH APPLICABLE LAWS

The Operator shall comply with all laws and regulations applicable to its business, including those relating to:

- consumer protection;
- electronic commerce;
- taxation;
- advertising;
- telecommunications;
- data protection and privacy;
- anti-money laundering (where applicable);
- intellectual property;
- and any other applicable legal or regulatory requirements.

The Operator is solely responsible for obtaining and maintaining any licences, registrations, permits, or approvals required for its business.

43. DATA PROTECTION AND PRIVACY COMPLIANCE

The Operator acknowledges that Members entrust personal information to the Platform for matrimonial purposes.

Accordingly, the Operator shall:

- process personal information lawfully;
- process personal information only for legitimate matrimonial purposes;
- protect Member privacy;
- maintain appropriate confidentiality;
- cooperate with Pairfect in addressing privacy-related incidents;
- comply with applicable data protection laws.

The Operator shall not use Member information for purposes unrelated to the matrimonial services provided through the Platform without obtaining any consent required by applicable law.

44. MEMBER VERIFICATION

Where the Platform provides identity verification facilities, the Operator shall:

- encourage Members to complete the verification process;
- avoid misrepresenting the verification status of any Member;
- not alter or manipulate verification records;
- cooperate with Pairfect in investigating suspected identity fraud.

The Operator shall not bypass or interfere with any identity verification process implemented by Pairfect.

45. PROFILE MODERATION

The Operator shall exercise reasonable care in monitoring and moderating profiles under its administration.

The Operator shall promptly take appropriate action where it becomes aware of:

- fake profiles;
- impersonation;
- abusive content;
- fraudulent activity;
- offensive material;
- unlawful content;
- spam;
- harassment;
- repeated policy violations.

Where required, the Operator shall cooperate with Pairffect in investigating such matters.

46. CUSTOMER SUPPORT

The Operator is responsible for providing appropriate customer support to its Members.

The Operator shall use commercially reasonable efforts to:

- respond to Member enquiries;
- resolve complaints;
- address technical issues within its control;
- assist Members in using the Platform;
- cooperate with Pairffect where technical assistance is required.

Pairffect may provide technical support relating to the Platform but is not responsible for the Operator's customer service obligations.

47. GRIEVANCE HANDLING

The Operator shall maintain an appropriate process for handling Member grievances relating to its matrimonial service.

Where a grievance concerns:

- the Operator's business practices;
- membership decisions;
- customer service;
- pricing under the Operator Managed Membership Model;
- or other matters within the Operator's control,

the Operator shall be responsible for responding to and resolving such grievances.

Where a grievance relates to the Pairffect Platform, Pairffect may provide reasonable assistance as appropriate.

48. COMMUNICATION WITH MEMBERS

The Operator shall communicate with Members professionally and lawfully.

The Operator shall not:

- send misleading communications;
- make false promises;
- harass Members;
- send unlawful promotional messages;
- misuse Member contact information;
- engage in deceptive marketing practices.

All communications shall comply with applicable laws and industry standards.

49. PROHIBITED BUSINESS PRACTICES

The Operator shall not:

- knowingly operate fraudulent matrimonial services;
 - create fake Member accounts;
 - manipulate Member profiles;
 - solicit unlawful payments;
 - facilitate scams;
 - misuse Platform data;
 - engage in misleading advertising;
 - misrepresent Pairffect's Services;
 - misrepresent membership benefits;
 - misuse Pairffect branding.
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50. RESPONSIBILITY FOR OPERATOR PERSONNEL

The Operator is responsible for ensuring that its:

- directors;
- partners;
- employees;
- consultants;
- contractors;
- agents;
- authorised users;

comply with this Agreement when using the Platform.

Acts or omissions of such persons shall be deemed acts or omissions of the Operator.

51. USE OF PAIRFFECT BRANDING

The Operator may use Pairffect's name, logo, trademarks, or branding only:

- as expressly authorised by Pairffect;
- in accordance with Pairffect's branding guidelines;
- for the limited purpose of identifying the Platform.

The Operator shall not:

- register confusingly similar trademarks;
 - remove proprietary notices;
 - claim ownership of Pairffect's intellectual property;
 - imply any partnership or endorsement beyond this Agreement.
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52. NO CIRCUMVENTION OF COMMERCIAL MODEL

The Operator shall comply with the Commercial Model assigned by Pairffect.

Pairffect Managed Membership Model

The Operator shall not:

- directly collect membership fees designated by Pairffect as Pairffect-managed memberships;
- represent itself as the seller of such memberships;
- issue invoices for such memberships unless expressly authorised by Pairffect.

Operator Managed Membership Model

The Operator shall not:

- represent Pairffect as the seller of memberships;
 - collect payments on behalf of Pairffect unless expressly authorised in writing;
 - represent that Pairffect determines membership pricing, billing, or refunds.
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53. QUALITY STANDARDS

The Operator shall use commercially reasonable efforts to maintain high standards of service, including:

- courteous communication;
- timely responses;
- accurate information;
- professional conduct;
- fair treatment of Members;
- prompt moderation of inappropriate content;
- cooperation during investigations.

Repeated failure to maintain reasonable service standards may constitute a material breach of this Agreement.

54. COOPERATION WITH INVESTIGATIONS

The Operator shall reasonably cooperate with Pairffect during investigations relating to:

- fraud;
- identity theft;
- fake profiles;
- abuse;
- cyber security incidents;
- payment disputes;
- complaints;
- regulatory enquiries;
- legal proceedings.

Such cooperation may include providing relevant information, records, or assistance, subject to applicable law.

55. AUDIT AND COMPLIANCE REVIEW

Where reasonably necessary to verify compliance with this Agreement, Pairffect may conduct compliance reviews relating to the Operator's use of the Platform.

Such reviews may include:

- verification of Subscription Plan compliance;
- review of Platform usage;
- investigation of suspected misuse;
- review of complaints;

- review of compliance with applicable policies.

Pairfect will exercise this right reasonably and in a manner that minimises disruption to the Operator's business.

56. REPORTING OBLIGATIONS

The Operator shall promptly notify Pairfect upon becoming aware of:

- unauthorised access to Operator accounts;
- suspected compromise of Member information;
- significant security incidents;
- fraudulent activity;
- legal notices affecting the Platform;
- regulatory investigations relating to the Operator's use of the Platform;
- material breaches of this Agreement.

Prompt reporting enables Pairfect to protect the Platform and other Operators where necessary.

57. CONSEQUENCES OF NON-COMPLIANCE

Where the Operator breaches this Agreement, Pairfect may take one or more of the following actions, depending on the nature and seriousness of the breach:

- issue a warning;
- require corrective action;
- temporarily suspend specific Platform features;
- suspend the Operator account;
- withhold settlements where permitted under this Agreement;
- require additional verification;
- terminate this Agreement;
- pursue any other remedies available under applicable law.

Nothing in this section limits Pairfect's right to seek damages or other legal remedies for material breaches of this Agreement.

PART V – COMMERCIAL MODELS, SUBSCRIPTION FEES, REVENUE SHARING AND SETTLEMENTS

58. COMMERCIAL MODELS

Pairffect offers the Platform under one or more commercial models as determined by Pairffect.

The commercial model applicable to the Operator shall be communicated during onboarding or otherwise agreed between the parties.

The Operator acknowledges that its rights and obligations relating to billing, membership management, payments, settlements, and refunds depend upon the applicable Commercial Model.

59. PAIRFFECT MANAGED MEMBERSHIP MODEL

Under the Pairffect Managed Membership Model:

- Pairffect offers and sells membership plans directly to End Users.
- Pairffect collects membership fees from End Users.
- Pairffect issues payment confirmations and tax invoices, where applicable.
- Pairffect processes refunds and payment disputes relating to memberships sold by Pairffect.
- Pairffect shares revenue with the Operator in accordance with the applicable commercial arrangement.

The Operator acknowledges that Pairffect is the seller of such memberships.

60. REVENUE SHARING

Where the Pairffect Managed Membership Model applies:

- Pairffect shall calculate the Operator's revenue share in accordance with the applicable Commercial Plan.

- Revenue sharing may be subject to deductions including:
 - taxes;
 - payment gateway charges;
 - refunds;
 - chargebacks;
 - promotional discounts;
 - government levies;
 - amounts required by law;
 - other adjustments disclosed in the Commercial Plan.

Revenue sharing calculations maintained by Pairffect shall be prima facie evidence of settlement amounts unless demonstrated to contain a material error.

61. SETTLEMENT OF REVENUE SHARE

Pairffect shall settle revenue share to the Operator using the bank account designated by the Operator.

Settlements shall be made:

- in accordance with the applicable settlement cycle;
- subject to successful identity and banking verification;
- subject to applicable tax deductions;
- subject to fraud prevention reviews;
- subject to compliance with this Agreement.

Pairffect may reasonably delay settlement where necessary to investigate suspected fraud, payment disputes, chargebacks, refunds, legal requirements, or security incidents.

62. OPERATOR MANAGED MEMBERSHIP MODEL

Under the Operator Managed Membership Model:

- the Operator independently offers and sells membership plans to End Users;
- the Operator determines membership pricing;
- the Operator collects payments directly from End Users;
- the Operator is responsible for issuing invoices where applicable;
- the Operator is responsible for refunds;
- the Operator is responsible for customer billing.

Pairffect provides only the SaaS Platform and related services.

63. SAAS SUBSCRIPTION FEES

Operators using the Operator Managed Membership Model shall pay the subscription fees applicable to their selected Subscription Plan.

Subscription fees may vary depending upon factors including:

- maximum active Member profiles;
- available Platform features;
- AI capabilities;
- communication limits;
- integrations;
- storage;
- administrative users;
- support level;
- other commercially offered services.

Current pricing shall be published by Pairffect or otherwise communicated to the Operator.

64. SUBSCRIPTION TERM

Subscription Plans may be offered on:

- monthly;
- quarterly;
- annual;
- multi-year;
- or other billing cycles determined by Pairffect.

Subscription fees shall be payable in advance unless otherwise agreed in writing.

65. RENEWAL

Unless otherwise specified in the applicable Commercial Plan, Subscription Plans may be renewed upon payment of the applicable subscription fees.

Pairffect may notify the Operator prior to subscription expiry.

Failure to renew may result in suspension of Platform access.

66. UPGRADES AND PLAN CHANGES

The Operator may request an upgrade to a higher Subscription Plan.

Upgrades shall become effective in accordance with Pairffect's applicable commercial policies.

Additional fees may apply.

Pairffect may also introduce new Subscription Plans, additional features, or enhanced service offerings from time to time.

67. DOWNGRADES

Where Pairffect permits plan downgrades, such downgrades shall take effect in accordance with the applicable Commercial Plan.

Downgrades may result in:

- reduced profile limits;
- reduced storage;
- reduced feature availability;
- reduced administrative users;
- reduced AI capabilities;
- other functional limitations.

The Operator remains responsible for ensuring continued compliance with the downgraded Subscription Plan.

68. PROFILE LIMITS

Certain Subscription Plans include limits on the maximum number of active Member profiles.

The Operator shall not intentionally exceed the applicable profile limits or attempt to circumvent such limitations.

Pairffect may suspend profile creation or require an upgrade where applicable limits have been reached.

69. TAXES

The Operator shall be responsible for all taxes applicable to its own business except where Pairffect is legally required to collect or remit such taxes.

Where Pairffect issues invoices to the Operator, applicable taxes shall be charged in accordance with law.

Each party remains responsible for its own tax compliance obligations.

70. REFUNDS

Pairffect Managed Membership Model

Refunds relating to memberships sold by Pairffect shall be governed by Pairffect's Payment, Cancellation and Refund Policy.

Operator Managed Membership Model

Refunds relating to memberships sold by the Operator shall remain solely the responsibility of the Operator.

Pairffect shall not be responsible for refund decisions relating to Operator-managed memberships.

71. CHARGEBACKS

Where a payment is reversed through a chargeback, payment dispute, banking reversal, or similar process, Pairffect may:

- withhold settlements;
- recover previously settled amounts;
- offset future settlements;
- suspend affected memberships;
- investigate suspected fraud.

The Operator shall reasonably cooperate during such investigations.

72. LATE PAYMENTS

Where subscription fees remain unpaid:

Pairffect may:

- issue reminders;
- charge applicable interest where permitted by law and disclosed in the Commercial Plan;
- suspend Platform access;
- restrict administrative functions;
- suspend new registrations;
- terminate this Agreement after reasonable notice.

The Operator remains liable for all outstanding amounts.

73. SUSPENSION FOR NON-PAYMENT

Where the Operator fails to pay subscription fees when due, Pairffect may suspend all or part of the Platform until outstanding amounts are paid.

During suspension:

- administrative access may be restricted;
- Member access may be limited where operationally necessary;
- Platform features may be disabled.

Suspension does not relieve the Operator of its payment obligations.

74. DATA RETENTION FOLLOWING SUSPENSION

Where Platform access is suspended for non-payment, Pairffect may retain Operator data for a period determined in accordance with its internal operational policies.

If outstanding amounts remain unpaid beyond the applicable retention period, Pairffect may permanently delete Operator data without further liability, subject to applicable law.

The Operator is solely responsible for maintaining its own business continuity and backup arrangements.

75. NO DATA EXPORT OBLIGATION

Unless expressly agreed in writing, Pairfect is under **no contractual obligation** to provide:

- database exports;
- software exports;
- source code;
- infrastructure configurations;
- backups;
- system images;
- administrative records;
- or other technical materials.

At its sole discretion, Pairfect may provide limited data exports in such format, scope, and manner as it considers appropriate.

Nothing in this Agreement obligates Pairfect to provide exports that would disclose its proprietary software, databases, business logic, security architecture, or Confidential Information.

76. FUTURE COMMERCIAL OFFERINGS

Pairfect may introduce from time to time:

- enterprise plans;
- promotional pricing;
- bundled services;
- transaction-based pricing;
- AI usage plans;
- communication packages;
- API subscriptions;
- premium support plans;
- other commercial offerings.

Unless expressly agreed, such offerings shall not automatically modify the Operator's existing Commercial Model or Subscription Plan.

77. COMMERCIAL RECORDS

Pairfect shall maintain commercial records relating to:

- subscriptions;
- settlements;
- invoices;

- revenue sharing;
- payment adjustments;
- refunds;
- chargebacks;
- taxes;
- credits.

Subject to applicable law and this Agreement, Pairffect's commercial records shall be treated as prima facie evidence of the relevant transactions unless the Operator demonstrates a material error.

PART VI – PLATFORM SERVICES, SUPPORT AND SERVICE AVAILABILITY

78. PLATFORM SERVICES

Subject to this Agreement and the Operator's applicable Subscription Plan or Commercial Model, Pairffect shall provide access to the Platform and its associated services.

Platform services may include:

- cloud-hosted SaaS infrastructure;
- Operator administration portal;
- Member management;
- profile management;
- identity verification integrations;
- communication services;
- artificial intelligence features;
- reporting and analytics;
- payment integrations;
- APIs (where applicable);
- security features;
- data storage;
- and other services made available by Pairffect.

Availability of specific features depends upon the Operator's Subscription Plan.

79. HOSTED SOFTWARE SERVICE

The Platform is delivered as a cloud-based Software-as-a-Service.

The Operator accesses the Platform through supported internet-connected devices.

Pairffect remains solely responsible for hosting, maintaining, updating, and operating the underlying software infrastructure.

The Operator receives only the right to access and use the Platform in accordance with this Agreement.

80. PLATFORM MAINTENANCE

To maintain security, reliability, and performance, Pairffect may perform:

- scheduled maintenance;
- emergency maintenance;
- software upgrades;
- infrastructure upgrades;
- database optimisation;
- security patches;
- bug fixes;
- feature enhancements;
- performance improvements.

Where reasonably practicable, Pairffect will endeavour to provide advance notice of scheduled maintenance that may materially affect Platform availability.

Emergency maintenance may be performed without prior notice where reasonably necessary.

81. SOFTWARE UPDATES

Pairffect continuously improves the Platform.

Accordingly, Pairffect may:

- release new versions;
- improve existing functionality;
- redesign interfaces;
- enhance security;
- improve artificial intelligence capabilities;
- introduce new integrations;
- improve performance;
- discontinue obsolete features.

Such updates form part of the ongoing operation of the Platform.

The Operator acknowledges that software evolution is an inherent characteristic of cloud-based services.

82. TECHNICAL SUPPORT

Pairffect shall provide reasonable technical support relating to the operation of the Platform.

Technical support may include assistance relating to:

- login issues;
- Platform functionality;
- software defects;
- technical configuration;
- subscription matters;
- integration support (where applicable);
- account administration.

Technical support does not include:

- operation of the Operator's matrimonial business;
- legal advice;
- marketing services;
- business consulting;
- custom software development unless separately agreed.

Support channels, support hours, and response practices may be updated by Pairffect from time to time.

83. PLATFORM AVAILABILITY

Pairffect will use commercially reasonable efforts to maintain the availability and reliability of the Platform.

However, the Operator acknowledges that uninterrupted availability cannot be guaranteed.

Temporary interruptions may occur due to:

- scheduled maintenance;
- emergency maintenance;
- infrastructure upgrades;
- security incidents;
- internet failures;

- telecommunications failures;
- cloud service disruptions;
- cyberattacks;
- force majeure events;
- or circumstances beyond Pairffect's reasonable control.

Such interruptions shall not constitute a breach of this Agreement.

84. NO SERVICE LEVEL AGREEMENT

Unless expressly agreed in a separate written Service Level Agreement ("SLA"), Pairffect does not guarantee:

- specific uptime percentages;
- fixed response times;
- fixed resolution times;
- uninterrupted availability;
- uninterrupted internet connectivity;
- uninterrupted operation of third-party services.

Any service targets published by Pairffect are indicative only and do not constitute contractual guarantees.

85. BACKUPS AND DISASTER RECOVERY

Pairffect may maintain backup and disaster recovery procedures as part of its operational practices.

Such procedures are intended to support business continuity and recovery following operational incidents.

The Operator acknowledges that backup systems are designed primarily for disaster recovery and are not intended to replace the Operator's own business continuity planning.

86. SECURITY MEASURES

Pairffect implements reasonable technical and organisational measures designed to protect the Platform and information processed through it.

Such measures may include:

- encrypted communications;
- secure authentication;
- access controls;
- security monitoring;
- audit logging;
- vulnerability management;
- infrastructure monitoring;
- backup procedures;
- incident response processes.

Security measures may evolve over time to address changing technologies and emerging threats.

87. THIRD-PARTY SERVICES

The Platform may integrate with authorised third-party service providers for purposes such as:

- identity verification;
- payment processing;
- communication delivery;
- analytics;
- cloud hosting;
- artificial intelligence;
- mapping;
- customer support;
- and other operational services.

Pairffect is not responsible for failures, delays, outages, or inaccuracies arising solely from services provided by independent third-party providers beyond Pairffect's reasonable control.

88. ARTIFICIAL INTELLIGENCE FEATURES

Where AI-powered functionality is available, Pairffect may provide features such as:

- profile assistance;
- content generation;
- recommendations;
- translations;
- moderation assistance;

- fraud detection;
- search enhancement;
- analytics.

The Operator acknowledges that AI-generated outputs:

- may contain inaccuracies;
- are probabilistic in nature;
- should be reviewed before reliance;
- do not constitute legal, financial, matrimonial, or professional advice.

Pairffect does not warrant the accuracy or suitability of AI-generated outputs.

89. FEATURE MODIFICATIONS

Pairffect may modify, improve, replace, suspend, or discontinue Platform features from time to time.

Where reasonably practicable, Pairffect will seek to minimise disruption to Operators.

Nothing in this Agreement guarantees the perpetual availability of any particular feature.

90. INTEGRATIONS

The Platform may support integrations with external systems and services.

Availability of integrations may depend upon:

- the Operator's Subscription Plan;
- compatibility with third-party systems;
- continuing support from the relevant third-party provider;
- technical feasibility.

Pairffect may modify or discontinue integrations where reasonably necessary due to changes made by third-party providers or for security, legal, or operational reasons.

91. PLATFORM MONITORING

To maintain security, reliability, and compliance, Pairffect may monitor the operation and use of the Platform.

Monitoring may include:

- infrastructure health;
- application performance;
- security events;
- subscription usage;
- API usage;
- storage utilisation;
- communication volumes;
- error reporting.

Such monitoring is performed for legitimate operational, security, billing, and support purposes.

92. BUSINESS CONTINUITY

Pairfect maintains operational processes intended to support continuity of the Platform in the event of significant operational disruptions.

While Pairfect seeks to minimise service interruptions, recovery times may vary depending on the nature and severity of the incident.

Nothing in this Agreement constitutes a guarantee of uninterrupted business continuity.

93. EVOLUTION OF THE PLATFORM

The Operator acknowledges that the Platform is a continuously evolving cloud service.

Accordingly, Pairfect may:

- introduce new technologies;
- improve infrastructure;
- replace software components;
- enhance security measures;
- redesign workflows;
- improve user interfaces;
- expand artificial intelligence capabilities;
- improve scalability.

Such evolution forms part of the normal lifecycle of a SaaS platform and shall not, by itself, constitute a breach of this Agreement.

PART VII – INTELLECTUAL PROPERTY, PROPRIETARY RIGHTS AND CONFIDENTIAL INFORMATION

94. OWNERSHIP OF THE PLATFORM

The Operator acknowledges and agrees that Pairfect is and shall remain the sole and exclusive owner of all right, title, and interest in and to the Platform and all associated intellectual property rights.

Nothing contained in this Agreement transfers ownership of any part of the Platform to the Operator.

The rights granted under this Agreement constitute only a limited licence to access and use the Platform.

95. PAIRFECT INTELLECTUAL PROPERTY

All intellectual property rights relating to the Platform are and shall remain the exclusive property of Pairfect or its licensors.

This includes, without limitation:

- software;
- source code;
- object code;
- databases;
- database structures;
- database schemas;
- APIs;
- software architecture;
- workflows;
- algorithms;
- artificial intelligence systems;
- machine learning models;
- recommendation engines;
- search systems;
- user interface designs;
- user experience designs;

- documentation;
- technical specifications;
- branding;
- logos;
- trademarks;
- service marks;
- domain names;
- know-how;
- trade secrets;
- business methods;
- inventions;
- improvements;
- derivative works;
- future enhancements.

All rights not expressly granted under this Agreement are reserved by Pairfect.

96. OPERATOR INTELLECTUAL PROPERTY

The Operator retains ownership of its own intellectual property, including:

- business name;
- trademarks;
- logos;
- branding;
- marketing materials;
- advertisements;
- original content created by the Operator;
- business processes developed independently of the Platform.

The Operator grants Pairfect a limited, non-exclusive, worldwide, royalty-free licence during the term of this Agreement to use such intellectual property solely for:

- providing the Platform;
- displaying the Operator's branding;
- performing this Agreement;
- promoting the Operator's services within the Platform where authorised.

This licence automatically terminates upon termination of this Agreement except where continued use is reasonably necessary to comply with legal obligations or complete outstanding operational activities.

97. MEMBER DATA

The Operator acknowledges that personal information relating to Members belongs to the respective Members and remains subject to applicable privacy and data protection laws.

The Operator does not acquire ownership of Member personal information merely because it is processed through the Platform.

Pairffect processes such information in accordance with the Pairffect Privacy Policy and applicable law.

The Operator shall use Member information only for lawful matrimonial service purposes consistent with this Agreement.

98. PLATFORM DATA

Pairffect may generate operational information relating to the use of the Platform, including:

- performance metrics;
- security logs;
- audit records;
- usage statistics;
- anonymised analytics;
- system diagnostics;
- infrastructure monitoring;
- service improvement data.

Such operational information forms part of the Platform and belongs exclusively to Pairffect, provided that any personal information contained therein continues to be processed in accordance with applicable law.

99. AGGREGATED AND ANONYMISED INFORMATION

Pairffect may create aggregated, statistical, anonymised, or de-identified information derived from Platform usage.

Provided such information does not reasonably identify an individual Member or Operator, Pairffect may use such information for purposes including:

- improving the Platform;
- developing new features;

- benchmarking;
- research;
- analytics;
- artificial intelligence training;
- business planning;
- product development.

Nothing in this section permits Pairfect to disclose identifiable personal information contrary to applicable law or the Pairfect Privacy Policy.

100. CONFIDENTIAL INFORMATION

Each party shall protect the Confidential Information of the other party using at least the same degree of care that it applies to its own confidential information, and in any event using no less than reasonable care.

Confidential Information shall be used solely for purposes of performing this Agreement.

Neither party shall disclose Confidential Information to any third party except:

- with prior written consent;
 - where required by law;
 - to professional advisers subject to confidentiality obligations;
 - to authorised service providers where reasonably necessary for performance of this Agreement.
-

101. OPERATOR CONFIDENTIALITY OBLIGATIONS

The Operator shall not disclose Pairfect's Confidential Information, including:

- software architecture;
- technical documentation;
- APIs;
- source code;
- pricing methodology;
- commercial terms designated as confidential;
- security procedures;
- business strategies;
- product roadmaps;
- non-public features.

The Operator shall ensure that its employees, contractors, consultants, and authorised users comply with equivalent confidentiality obligations.

102. PAIRFFECT CONFIDENTIALITY OBLIGATIONS

Pairffect shall use reasonable measures to protect Confidential Information received from the Operator.

Pairffect may disclose such information only where reasonably necessary to:

- operate the Platform;
 - provide support;
 - comply with applicable law;
 - comply with lawful governmental requests;
 - engage authorised service providers subject to appropriate confidentiality obligations.
-

103. PUBLICITY

Neither party shall issue public announcements stating that the other party endorses its products or services without prior written consent.

Notwithstanding the above, Pairffect may identify the Operator as a customer of the Platform and display the Operator's name, logo, or trademark in customer lists, case studies, presentations, or marketing materials unless the Operator has requested in writing that Pairffect refrain from doing so.

104. OPEN SOURCE SOFTWARE

The Platform may incorporate open-source software components licensed under their respective open-source licences.

Nothing in this Agreement limits the Operator's rights under any applicable open-source licence.

However, such licences apply only to the relevant open-source components and do not grant any rights in the proprietary portions of the Platform.

105. INTELLECTUAL PROPERTY INFRINGEMENT

The Operator shall promptly notify Pairffect if it becomes aware of:

- unauthorised copying of the Platform;
- infringement of Pairffect's intellectual property;
- misuse of Pairffect's trademarks;
- unauthorised access to proprietary materials;
- suspected software piracy.

Pairffect shall determine, at its sole discretion, whether and how to pursue any enforcement action.

106. RESERVATION OF RIGHTS

Except for the limited licence expressly granted under this Agreement, no licence or other right is granted by implication, estoppel, waiver, or otherwise.

All intellectual property rights not expressly granted remain exclusively reserved to Pairffect.

107. SURVIVAL OF INTELLECTUAL PROPERTY RIGHTS

The provisions relating to:

- intellectual property;
- confidentiality;
- proprietary rights;
- non-circumvention;
- restrictions on use;
- trade secrets;
- ownership of software;
- ownership of documentation;

shall survive termination or expiry of this Agreement for so long as necessary to protect the legitimate rights of the respective parties.

PART VIII – DATA PROTECTION, WARRANTIES, DISCLAIMERS, LIABILITY AND INDEMNIFICATION

108. DATA PROTECTION RESPONSIBILITIES

The parties acknowledge that the Platform processes personal information relating to Members and other individuals.

Each party shall comply with its respective obligations under applicable data protection and privacy laws.

The Operator shall:

- process personal information only for legitimate matrimonial service purposes;
- maintain appropriate confidentiality;
- protect Member information from unauthorised access or disclosure;
- promptly report suspected personal data breaches affecting the Platform;
- cooperate with Pairfect in responding to privacy or security incidents.

Nothing in this Agreement transfers ownership of personal information from the individual to either party.

109. SECURITY RESPONSIBILITIES

Pairfect is responsible for implementing reasonable technical and organisational security measures for the Platform infrastructure under its control.

The Operator is responsible for maintaining appropriate security within its own organisation, including:

- securing administrative accounts;
- controlling employee access;
- protecting login credentials;
- maintaining secure devices;
- preventing unauthorised access to Operator systems;
- ensuring appropriate internal security practices.

Neither party shall knowingly weaken or bypass security controls implemented by the other.

110. SECURITY INCIDENTS

If either party becomes aware of a security incident that may materially affect the Platform or Member information, that party shall notify the other without unreasonable delay.

The parties shall reasonably cooperate to:

- investigate the incident;
- contain the impact;
- restore affected services;
- comply with applicable legal obligations;
- reduce the likelihood of recurrence.

Nothing in this section requires either party to disclose information protected by legal privilege or information that would materially compromise security investigations.

111. OPERATOR WARRANTIES

The Operator represents and warrants that:

- it has full authority to enter into this Agreement;
- it will comply with applicable laws;
- information provided to Pairfect is accurate;
- it will operate its matrimonial business honestly and lawfully;
- it possesses all required licences and approvals;
- it will not knowingly misuse the Platform;
- it will comply with the Pairfect Privacy Policy and applicable policies where relevant.

These warranties remain effective throughout the term of this Agreement.

112. PAIRFECT WARRANTIES

Pairfect represents that:

- it has the legal authority to provide the Platform;
- it has the right to grant the licence described in this Agreement;
- it will use commercially reasonable efforts to operate the Platform in accordance with this Agreement.

Except as expressly stated in this Agreement, no additional warranties are provided.

113. DISCLAIMER OF WARRANTIES

Except as expressly provided in this Agreement, the Platform and all related services are provided on an "AS IS" and "AS AVAILABLE" basis.

To the fullest extent permitted by applicable law, Pairffect disclaims all express, implied, statutory, and other warranties, including warranties relating to:

- merchantability;
- fitness for a particular purpose;
- uninterrupted availability;
- compatibility;
- accuracy;
- completeness;
- non-infringement;
- reliability;
- error-free operation;
- uninterrupted communications.

Nothing in this Agreement excludes any warranty that cannot lawfully be excluded.

114. NO BUSINESS GUARANTEE

Pairffect does not warrant or guarantee that the Operator will:

- achieve any particular revenue;
- acquire any minimum number of Members;
- achieve profitability;
- receive any specific number of enquiries;
- receive any minimum number of paid memberships;
- increase business performance;
- achieve business growth.

The success of the Operator's business depends upon numerous factors beyond Pairffect's reasonable control.

115. NO GUARANTEE OF PLATFORM EVOLUTION

Pairffect may continuously improve the Platform.

However, Pairffect does not guarantee that:

- every requested feature will be developed;
 - any feature will remain permanently available;
 - future versions will be identical to previous versions;
 - all integrations will remain available indefinitely.
-

116. LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, Pairffect and its affiliates, owners, directors, officers, employees, contractors, licensors, and authorised service providers shall not be liable for:

- indirect damages;
- incidental damages;
- consequential damages;
- special damages;
- exemplary damages;
- punitive damages;
- loss of profits;
- loss of goodwill;
- loss of business opportunity;
- loss of anticipated savings;
- loss of revenue;
- business interruption;
- reputational damage;
- loss of data (except to the extent caused solely by Pairffect's wilful misconduct or gross negligence, where liability cannot lawfully be excluded).

This limitation applies whether the claim arises in contract, tort (including negligence), statute, or otherwise.

117. LIABILITY CAP

To the maximum extent permitted by law, Pairffect's total aggregate liability arising from or relating to this Agreement shall not exceed:

Pairffect Managed Membership Model

The total amount of revenue share actually paid or payable to the Operator during the **twelve (12) months** immediately preceding the event giving rise to the claim.

Operator Managed Membership Model

The total subscription fees actually paid by the Operator to Pairffect during the **twelve (12) months** immediately preceding the event giving rise to the claim.

Nothing in this section limits liability that cannot lawfully be limited or excluded.

118. OPERATOR INDEMNITY

The Operator shall defend, indemnify, and hold harmless Pairffect, its affiliates, partners, directors, officers, employees, contractors, licensors, and authorised service providers against any claims, losses, liabilities, damages, penalties, costs, and reasonable legal expenses arising out of or relating to:

- the Operator's breach of this Agreement;
- violation of applicable law;
- negligent or wrongful acts or omissions;
- infringement of third-party intellectual property rights by the Operator;
- misleading representations made by the Operator;
- disputes between the Operator and its Members;
- misuse of the Platform by the Operator or its personnel;
- unlawful content uploaded or published by the Operator.

This indemnity survives termination of this Agreement.

119. FORCE MAJEURE

Neither party shall be liable for any delay or failure in performing its obligations under this Agreement where such delay or failure results from events beyond its reasonable control, including:

- natural disasters;
- earthquakes;
- floods;
- fires;
- pandemics;
- epidemics;
- war;
- terrorism;
- civil unrest;
- strikes;
- governmental actions;
- internet failures;
- cloud infrastructure failures;
- cyberattacks;
- widespread power failures;

- acts of God;
- or other unforeseeable events beyond the affected party's reasonable control.

The affected party shall use commercially reasonable efforts to resume performance as soon as practicable.

120. INSURANCE

The Operator acknowledges that Pairfect does not provide insurance covering the Operator's business operations.

The Operator remains solely responsible for determining whether it requires:

- professional liability insurance;
- cyber liability insurance;
- business insurance;
- or any other insurance appropriate to its business.

121. SURVIVAL

The following provisions shall survive termination or expiry of this Agreement to the extent necessary to give them effect:

- payment obligations accrued before termination;
- intellectual property rights;
- confidentiality obligations;
- data protection obligations;
- indemnities;
- limitation of liability;
- dispute resolution;
- governing law;
- audit rights relating to the period before termination;
- and any other provision that, by its nature, is intended to survive.

PART IX – TERM, TERMINATION, DISPUTE RESOLUTION AND GENERAL PROVISIONS

122. TERM OF THIS AGREEMENT

This Agreement becomes effective on the date the Operator accepts it electronically and shall continue until terminated in accordance with its terms.

Where the Operator subscribes to a fixed-term Subscription Plan, this Agreement shall continue beyond the expiry of that Subscription Plan unless terminated by either party in accordance with this Agreement.

123. TERMINATION BY THE OPERATOR

The Operator may terminate this Agreement by:

- discontinuing use of the Platform;
- closing its Operator account through the prescribed process; and
- paying all outstanding amounts due to Pairfect.

Termination of this Agreement does not relieve the Operator of obligations accrued before the effective date of termination.

124. TERMINATION BY PAIRFFECT

Pairfect may terminate this Agreement immediately or upon such notice as it considers reasonable where:

- the Operator materially breaches this Agreement;
 - subscription fees remain unpaid;
 - fraudulent activity is suspected;
 - the Operator provides false or misleading information;
 - the Operator repeatedly violates applicable policies;
 - continued access may compromise Platform security;
 - Pairfect is required to do so by law or a competent authority;
 - the Operator becomes insolvent or ceases business operations;
 - continued provision of the Platform becomes commercially or technically impracticable.
-

125. EFFECT OF TERMINATION

Upon termination of this Agreement:

- the Operator's licence to access the Platform immediately ceases;
- administrative access may be disabled;
- Operator access credentials may be revoked;
- Pairffect may deactivate the Operator's account;
- outstanding financial obligations remain payable;
- intellectual property rights remain unaffected;
- confidentiality obligations continue as provided in this Agreement.

Termination does not affect rights or obligations that accrued before termination.

126. POST-TERMINATION DATA

Following termination, Pairffect may retain, archive, anonymise, or delete Operator information in accordance with:

- this Agreement;
- the Pairffect Privacy Policy;
- applicable law;
- operational retention policies;
- legitimate business requirements.

Pairffect is under no obligation to continue hosting the Operator's data indefinitely following termination.

127. NO OBLIGATION TO PROVIDE PLATFORM MIGRATION

Unless expressly agreed in writing, Pairffect is not obligated to:

- migrate the Operator to another software platform;
- provide migration services;
- recreate Platform functionality elsewhere;
- provide software source code;
- disclose technical architecture;
- provide database schemas;
- provide proprietary APIs;
- provide business logic.

Any migration assistance offered by Pairffect shall be entirely at Pairffect's discretion and may be subject to separate commercial terms.

128. ASSIGNMENT

The Operator shall not assign, transfer, novate, sublicense, or otherwise dispose of any rights or obligations under this Agreement without the prior written consent of Pairfect.

Pairfect may assign or transfer this Agreement to:

- an affiliate;
- a successor entity;
- an acquirer;
- or another entity as part of a merger, acquisition, restructuring, or sale of business,

provided that such assignment does not materially reduce the Operator's rights under this Agreement.

129. RELATIONSHIP OF THE PARTIES

Nothing contained in this Agreement creates or shall be construed as creating:

- a partnership;
- a joint venture;
- an employment relationship;
- an agency relationship;
- a franchise;
- a fiduciary relationship.

Each party acts as an independent contracting party.

Neither party has authority to bind the other except where expressly authorised in writing.

130. NOTICES

Any notice under this Agreement may be provided by:

- email;
- in-Platform notification;
- registered post;
- courier;
- or any other communication method designated by Pairfect.

Notices sent electronically shall be deemed received when transmitted unless evidence exists that delivery failed.

The Operator is responsible for maintaining current contact information.

131. AMENDMENTS

Pairffect may amend this Agreement from time to time to reflect:

- changes in law;
- regulatory requirements;
- security practices;
- Platform evolution;
- commercial offerings;
- operational requirements.

Updated versions shall be published on the Platform together with the effective date.

Where required by applicable law or where changes materially affect the Operator's rights or obligations, Pairffect will provide reasonable notice through appropriate communication channels.

Continued use of the Platform after the effective date of the updated Agreement constitutes acceptance of the revised Agreement, except where applicable law requires a different form of acceptance.

132. WAIVER

Failure or delay by either party in exercising any right under this Agreement shall not constitute a waiver of that right.

Any waiver shall be effective only if made expressly in writing by the party granting the waiver.

A waiver of one breach shall not constitute a waiver of any subsequent breach.

133. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction:

- the remaining provisions shall continue in full force and effect; and
 - the invalid provision shall, where reasonably possible, be interpreted or modified so as to achieve its intended commercial purpose while remaining legally enforceable.
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134. ENTIRE AGREEMENT

This Agreement, together with:

- the applicable Commercial Plan;
- the Pairffect Privacy Policy;
- the Pairffect End User Terms of Use and Service Agreement;
- the Payment, Cancellation and Refund Policy;
- the Cookie Policy;
- any applicable Service Level Agreement (if separately agreed);
- and any written amendments executed in accordance with this Agreement,

constitutes the entire agreement between Pairffect and the Operator relating to the subject matter hereof and supersedes all prior discussions, negotiations, understandings, representations, and agreements relating to the same subject matter.

135. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Republic of India.

136. DISPUTE RESOLUTION

The parties shall endeavour to resolve any dispute arising out of or relating to this Agreement through good-faith discussions and negotiations.

If a dispute cannot be resolved amicably within a reasonable period, either party may pursue remedies available under applicable law.

Nothing in this section prevents either party from seeking urgent interim or injunctive relief from a court of competent jurisdiction where necessary to protect its rights or confidential information.

137. JURISDICTION

Subject to applicable law, the courts having jurisdiction over **Navi Mumbai, Maharashtra, India**, shall have exclusive jurisdiction over disputes arising out of or relating to this Agreement.

Nothing in this section limits the jurisdiction of any court where exclusive jurisdiction cannot lawfully be excluded.

138. ELECTRONIC EXECUTION

The Operator acknowledges and agrees that:

- electronic acceptance of this Agreement;
- electronic records;
- electronic communications;
- electronic invoices;
- electronic notices;
- electronic confirmations;

shall have the same legal effect as their physical counterparts to the fullest extent permitted under applicable law, including the **Information Technology Act, 2000**.

139. SURVIVAL

The following provisions shall survive termination or expiry of this Agreement:

- payment obligations accrued before termination;
- intellectual property rights;
- confidentiality obligations;
- data protection obligations;
- indemnities;
- limitations of liability;
- dispute resolution;
- governing law;
- audit rights relating to the period before termination;
- non-circumvention obligations;
- and any provision which by its nature is intended to survive.

140. CONTACT INFORMATION

Questions regarding this Agreement may be directed to:

Addition Solutions

Owner and Operator of Pairffect

Navi Mumbai, Maharashtra, India

Legal Department

Email: legal@pairffect.com

Commercial Enquiries

Email: partners@pairffect.com

Website: <https://www.pairffect.com>

Updated contact details may be published on the Platform from time to time.
