

# FijiLove.com.au

8 March 2022

## Fiji Love website terms and conditions contents

### Terms of Use

The website, [www.fijilove.com.au](http://www.fijilove.com.au) / Fijilove.Com.au ("Site") is an electronic web-based platform for exploring opportunities and enhancing outreach using the online search and other tools available for the prospective brides and prospective grooms. It is owned and managed by Singhtec Corporation Pty Ltd. ("Company") with its registered office at 11 Ratcliffe Way, Lynbrook, Vic. 3975 (Australia).

Any and all use of this website is subject to, and constitutes acknowledgment and acceptance of, the following Terms and Conditions ("Terms"). It is mandatory for all Members of the Site to have read carefully, fully understood and be in total agreement to the below mentioned Terms before they proceed to use any of the services of the Site ("Services"). The Services are available only to those individuals who can form legally binding contracts under the Australian Laws. Singhtec Corporation Pty Ltd. may amend these Terms of Use at any time by posting the amended version on this site. Such amended version shall automatically be effective upon its posting on this site.

#### Definition clause: -

- Member: For purposes of this Agreement, a "Member" is any person who accesses the Site for whatever purpose, regardless of whether said Member has registered with Fijilove.com.au as a registered Member or whether said Member is a paying customer for a specific service provided by Fijilove.com.au. A Member includes the person using this Site and any legal entity which may be represented by such person under actual or apparent authority.
- Un-Authorized Member: - Any person who does not have a legal or a contractual right to access the services, but does so, will fall within the definition of an 'unauthorized customer' and will be subject to the terms and conditions, and expressly so with respect to respecting the intellectual property rights of the provider, and abiding by licensing terms and conditions.
- Free Services: Any person/entity that joins the Site just with the intention to enlist his showcase his profile online without availing any specialized services thereto.
- Paid Services: Access to the Site and certain features are provided to all Members free of charge. However, the Site reserves the right, without prior notice, to restrict access to certain areas or features of the Site ("Paid Services") to paying Members or Members who undergo a specific registration process. Access to and use of these Paid Services is governed by additional terms and conditions under separate agreements in addition to this Agreement.

Fijilove.com.au doesn't allow registration/transactions by any member/user that has direct or indirect involvement to any sanctioned countries / territories as per sanctions laws imposed by UN, US, UK, EU or any other Government and/or Regulatory authorities.

By using the Site and its Services, the Members represent and warrant that (a) All registration information submitted is truthful and accurate; (b) The Members will maintain the accuracy of such information; (c) The use of the Site does not violate any applicable law or regulation. (d) Member's profile may be deleted, and his/her Membership may be terminated without warning, if we believe that Member is in breach of any of the above terms. (e) In no event the Site will be liable for any damages including, without limitation, indirect or consequential damages, or any damages whatsoever arising from use or loss of use, data, or profits, whether in action of contract, negligence or other tortious action, arising out of or in connection with the use of the site.

This Agreement applies to each Paid Service (as defined below) in addition to any terms and conditions that may be applicable to such specific Paid Service provided, however, that in the event of any conflict or inconsistency between any provision of the terms and conditions that may be applicable to such Paid Service and any provision of this Agreement, such conflict or inconsistency shall (except as otherwise expressly provided or agreed) be resolved in a manner favourable to Fijilove.com.au and/or its affiliates; and only to the extent that such conflict or inconsistency cannot be so resolved, the provisions of the terms and conditions applicable to such specific Paid Service shall prevail.

Membership is activated within 2-4 working days from the receipt of activation charges and is continued for the period for which the activation charges have been submitted

Members be aware that the servers belongs to third party and the continuation to access the services are subject to availability as the same is interrupted at times by technical problems /hackers etc. and the Site or the parent company is not responsible for the costs/damages/extension of activation period etc. for the same in any manner under any circumstances. The members are advised to spool the messages etc. offline and save them elsewhere in order to avoid any hacking or technical problem.

Membership charges are subject to revision and are at the discretion of the Fijilove.com.au.

The Site reserves their right to block or delete the webpage at any time without assigning any reason etc. and the member/s will have no claim or right whatsoever against the Site under any circumstances.

Members agree to accept communications (through Calls/Chat/ Mails/SMS for existing services, enquiries, feedback and promotions) including member to member on the numbers made available during registration or subsequently, via registration forms, posting requirements, feedbacks or any such form that has provision for phone number / mobile number irrespective of being on Do Not Call Registry / National Customer Preference; which include company / your number / an assigned point of contact; with respect to the subscribed services of Fijilove.com.au, Singhtec Corporation Pty Ltd.

As long as you use the site or remain to be a Member at the Site, this Agreement will remain in full force and effect. You may terminate your membership at any time, for any reason by following the instructions that have been provided in your folder. Fijilove.com.au may terminate your access to the Site or your membership at any time, for any reason effective upon sending notice to you at the email address you provide in your application for membership or such other email address as you may later provide to Matrimonialsindia.com. If Fijilove.com.au terminates your membership because you have breached the Agreement, you will not be entitled to any refund of any unused Subscription fees. Even after this Agreement is terminated, certain provisions will remain in effect inclusive of this Agreement.

## **The Non-Commercial Use of Site and Services by Members :**

Your membership at Fijilove.com.au is for your sole, personal use. You may not authorize others to use your account, and you may not assign or otherwise transfer your account to any other person or entity. The Site may not be used in connection with any commercial endeavours. This includes providing links to other websites, whether deemed competitive to the Site or otherwise. Companies, organizations and/or businesses may not become Members of the Site and should not use the services provided by the site for any purpose. Illegal and/or unauthorized uses of the Site, including unauthorized framing of or linking to the Site will be investigated, and appropriate legal action will be taken, including without limitation, civil, criminal, and injunctive redress.

That the Members agree to use this site only for lawful purposes, and in a manner which does not infringe the rights of, or restrict or inhibit the use and enjoyment of this site by any third party. Such restriction or inhibition includes, without limitation, conduct which is unlawful, or which may harass or cause distress or inconvenience to any person and the transmission of obscene or offensive content or disruption of normal flow of dialogue within this site. If any member/individual; /entity become aware of any inappropriate content by any member of this site, or otherwise please contact us by clicking on the "Feedback" link at the footer of every page.

## **Proprietary Rights in Content on Fijilove.com.au:**

Fijilove.com.au owns and retains other proprietary rights in the site as well as the services. All logos, brands, trademarks, registered marks ("Marks") appearing in Fijilove.com.au are the properties either owned or used under license by the Company and / or its associates. All the rights accruing from the same, statutory, or otherwise and intellectual property rights wholly vest with the Company / its associates. All rights not otherwise claimed under this Agreement or by the Company / its associates are hereby reserved.

The Site contains the copyrighted material, trademarks, and other proprietary information of Fijilove.com.au. You may not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information, except for that information which is in the public domain or for which you have been given permission.

The access to the Site does not confer upon the Member any license or right to use these Marks and therefore the use of these Marks in any form or manner whatsoever is strictly prohibited. Any act in violation of the above would constitute an offence under the prevailing laws of Australia and can be the reason for termination without refund. The Site reserves the right to take legal action (civil and/or criminal) for any violations.

## Content Posted on the Site:

The Site has the authority to screen and delete at any time any content, messages, photos or profiles that in the sole judgment of the Site violates the Terms of Use or which might be objectionable, offensive, illegal, or that might violate the rights, harm, or threaten the safety of the site or its Members without prior notice to any Member.

You, as a member, would be solely responsible for the content that you decide to publish or display at the Site or choose to send to the members at the Site.

The Site doesn't allow posting of multiple profiles of the same person. The Site reserves the right to deactivate all multiple profiles without any refund of subscription fees.

By posting the content to any public area of the Site, you automatically grant, and you represent and warrant that you have the right to grant, to the Site, and its Members, an irrevocable, perpetual, non-exclusive, fully-paid, worldwide license to use, display, copy, perform and distribute such information and content and incorporate into other works or to prepare derivative works of, such information and content, and to grant and authorize sublicenses of the foregoing.

Members hereby agree that all the information posted on the Site including and not limited to text, facts, data, photographs, graphics, images, communications, tags, or any other content whether posted publicly or sent privately or otherwise through / on the Site are the sole responsibility of the person from whom such content originated and shall be at the Member's sole risks and consequences. Each Member is solely responsible for all Content that he / she chooses to upload, post, email, transmit or otherwise make available via the Site.

The Site can take your photo from any of your social networking profiles or chats ids (like WhatsApp) and update it as your profile photo on your listing at the Site, in order to give you a better response.

The Site is subject to Web Promotion for a worldwide coverage. Your profile posted on the site would also be picked up by the Search Engine (Google, Yahoo, Altavista etc.) and listed on various searches.

The Site reserves the right to verify the authenticity of any information posted on the Site. In exercising this right, the Site may ask you to provide any documentary or other form of evidence to support the information posted by you and failure to produce such relevant evidence to the satisfaction of the Site may lead to termination of your Membership without a refund.

The following is a partial list of the kind of content that is illegal or prohibited at Fijilove.com.au. The site will investigate and take appropriate legal action in its sole discretion against anyone who violates this provision, including without limitation, removing the offending communication from the being a part of the services and terminating the Membership of such violators without a refund. It includes the content that:

- harasses or advocates harassment of another person.
- is patently offensive to the online community, any such content that promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual.
- involves unsolicited mass mailing or "spamming", the transmission of "junk mail", "chain letters",.
- promotes any information that is misleading, is false or that promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory, or libellous.
- promotes unauthorized or an illegal copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices.
- contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page).
- displays pornographic or obscene or sexually explicit material of any kind.
- provides any kind of instructional information about illegal activities such as violating someone's privacy, making or buying illegal weapons, or providing or creating computer viruses, or hacking.
- solicits passwords or personal identifying information for commercial or unlawful purposes from other users; and
- provides material that exploits people under the age of 18 in a sexual or violent manner or solicits personal information from anyone under 18.

You must use the services at the Site in a manner consistent with any and all applicable local, state, and federal laws and regulations.

You may not disclose in your Member profile, visible to other members, any telephone numbers, postal addresses, last names, URL's, and email addresses besides the columns that are meant for the same.

You may not engage in advertising / marketing to, or solicitation of, other Members to buy or sell any products or services through the site. Although the Site cannot monitor the conduct of its members off the site, it is also a violation of these rules to use any information obtained from the Site in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to any Member without their prior explicit consent. In order to protect our members from such advertising or solicitation, Fijilove.com.au reserves the right to restrict the number of emails which a Member may send to other Members which the Site deems appropriate in its sole discretion.

In case you chose to discontinue your association with us, you can unsubscribe / remove your account by completing the delisting procedure using the Remove Account link available in your folder.

## **Copyright Policy:**

You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. Without limiting the foregoing, if you believe that your work has been copied and posted on the Fijilove.com.au service in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; a description of the copyrighted work that you claim has been infringed; a description of where the material that you claim is infringing is located on our Site; your address, telephone number, and email address; a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Fijilove.com.au's Copyright Agent for Notice of claims of copyright infringement can be reached by writing to the address located under the Contact Us section on the site.

## **Disclaimer :**

Though we attempt to make all the information on this site as accurate as possible, yet it does not guarantee the accuracy, integrity or quality of the same. Any information or assertion which is a part of the matrimonial/matchmaker listings, or any other content on the website has not been vetted, screened, endorsed, or investigated, by Fijilove.com.au nor does it in any manner whatsoever certify, guarantee or attest the same to be authentic or correct. It does not recommend matches and profiles in any manner. All due diligence efforts and initiatives must be exercised by those wishing to use any information found on the Site, and they should take adequate precautions with the full and complete knowledge that all information contained in the matrimonial/matchmaker listings have been placed there directly by visitors on the website without any prior intimation, consent or verification of or by the Site.

Under no circumstances will the Site be liable in any way for any content, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted or otherwise made available at the Site.

The Site is intended only to serve as a preliminary medium of contact and information and does not portray itself as a marriage or business bureau and does not, in any manner whatsoever, monitor the first or subsequent contacts, introductions and/or interactions which may be caused due to any information specified in its contents. The Site cannot guarantee and does not promise any specific results from use of the Site.

It is to be made very clear that any advice, counselling, recommendations or information provided at the Site may not necessarily be correct, true or reliable, and that any reliance placed thereon and any action taken on the basis of the same shall be solely and entirely at the risk of the person or persons placing such reliance or taking such reliance or taking advantage of, at their own initiative, cost and effort. The Site cannot be held responsible or liable, in any manner whatsoever, in respect of any reliance placed on any information placed on this website, since it serves merely to act as indicator of the general scenario in the related behalf.

The shortlisted profile(s), matching profiles, interested profiles that may be sent through or by the Site is not a matrimonial offer and/or recommendation from/by the Site. The Member is solely responsible for his / her decision to pursue any such profile holders and the Site shall not be responsible for any loss or damage to any individual arising out of, or subsequent to, any relations (including but not limited to matrimonial relations) established pursuant to the use of the services on the Site.

The contents at Fijilove.com.au are neither intended nor meant to induce or persuade or convince or invite any person whatsoever to perform any action or do any such thing, or not do the same, where such performance or doing, or non-performance or not doing, constitute any contravention of any law or regulation in force for the time being to which such person or action may be subject.

Fijilove.com.au reserves the absolute right to modify or amend or delete, in any manner as it deems fit, any contents of any matrimonial listing placed on Fijilove.com.au in order to ensure compliance with the rules of such placement (which may include, without intimation, the efforts and initiatives by Fijilove.com.au to maximize response to matrimonial/matchmaker listings), prima facie accuracy and the prevailing laws in force for the time being, especially those relating to prohibition of any improper, indecent, unlawful or obscene content.

By listing a matrimonial/matchmaker profile, or a business or personal listing or a link, or any content or listing, on Fijilove.com.au, the person or persons making or posting such listing, and the person or persons responsible for such posting or listing, shall be deemed to have agreed to hold Fijilove.com.au harmless and protected against any suit or plaint, civil, pecuniary or criminal, and against any claims or damages (including, without limitation, interests, fines and penalties) which may be brought against or levied on Fijilove.com.au on account of any matter arising out of, or relating to such posting or listing.

Fijilove.com.au hereby specifically disclaims any liabilities or warranties or guarantees, express, specific or implied, which may be attributable, in any manner whatsoever, to the existence, promotion, canvassing, contents, links, information or discontinuance of Fijilove.com.au. No claims for damages, restitution, loss-of-profits, or any other pecuniary, civil or criminal claims, which may be said to arise out, or on account, of any matter contained or related to Fijilove.com.au, shall lie or be deemed to be sustainable against Fijilove.com.au.

Fijilove.com.au considers and intends to be subject only to the applicable laws in force for the time being at Melbourne and to the jurisdiction of courts located in Melbourne alone.

### **Limitation on Liability :**

Fijilove.com.au shall not be liable for any loss or damage of any sort arising out of the use and/or temporary or permanent discontinuation of its services. Notwithstanding anything to the contrary contained herein, Fijilove.com.au, liability to you for any cause whatsoever, and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to Fijilove.com.au, for the Service during the term of membership.

The Member is warned against disclosure of any personal / confidential / sensitive information to any previous or current employee of the company. The Member would do so solely at his / her own risk and Site / Company shall not be liable for the outcome of any such transaction of information including and not limited to damages for loss of profits or savings, business interruption, loss of information or repute.

That there are certain free and paid features which may not be incorporated in the mobile application version though they are a part of the original website since the mobile apps are designed to be compact and light to ensure a smooth experience. Each Member hereby represents, warrants, and agrees that the same shall be acceptable as a matter of fact and no requests to incorporate any such feature in the mobile app version would be initiated by the Members.

### **Indemnity:**

You agree to indemnify and hold Fijilove.com.au, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of the Service in violation of this Agreement and/or arising from a breach of these Terms of Use and/or any breach of your representations and warranties set forth above.

### **Personalized Services:**

The Site makes no warranties or guarantees of marriage and only extends support by appointing a Relationship Manager who would communicate by mail / phone with the members who have been shortlisted by the Member or members who match the search criteria of the Member. The Relationship Manager would actively work on behalf of the Member to only generate responses and interest in the Member's matrimonial/matchmaker profile in the tenure applicable as per the chosen paid service.

In memberships that offer Conference Call facilitated by Fijilove.com.au, the specified conference calls can be

given anytime within the tenure of the membership though Fijilove.com.au aims at the early delivery of the same. Also, on delivery of these specified conference calls the services would be considered delivered and the Members can continue to use the other deliverables of the membership in the remaining tenure. No requests for more calls would be entertained post the delivery of the specified conference calls.

## **Payment and Refund Issue:**

### **Payment for memberships:**

All payments for services at Fijilove.com.au have to be made in favour of Singhtec Corporation Pty Ltd." only. All payments need to be made on 100% advance basis to continue to use uninterrupted Paid Services.

For the purpose of ensuring maximum security for the financial information of Members (such as credit card/debit card/internet banking data) all such online payment transactions are carried out directly on the secured platforms of payment gateways and not on our Site.

We have not authorized any individual or organization to collect payments in any other name (i.e. any other individual or organization name) or via personal Western Union or personal PayPal Accounts for any services rendered by Fijilove.com.au. You are informed that under no circumstances will Fijilove.com.au be liable for any damage caused due to your transactions / payments made to / in favour of such fraudulent individuals or organizations. To protect your interests, please contact us immediately if any such fraudulent individual or organization tries to mislead you.

The Member, who is liable to pay Subscription Fees, shall pay it on demand even if the Member disputes the same for any reason. In the event that the Company deciding the dispute to be in the Member's favour, the Company shall refund to the Member any excess amount paid by the Member free of interest. In the event of late payment by the Member of any sums due under this Agreement, the Membership and the services would stand terminated.

### **Refund / Money Back Policy:**

Once subscribed, the payment made by the Member for Paid service is not refundable and no claim for refund would be entertained. Fijilove.com.au neither offers any guarantees for the accuracy, timeliness, authenticity nor advocates any of the content posted by the other Member. All the services are on a best effort basis.

### **Refund on the basis of fraudulent transactions**

The Member is solely responsible for maintaining confidentiality, as well as all the activities and transmission performed through his My Folder. He/she shall be solely responsible for carrying out any online or off-line transaction involving credit cards / debit cards or such other forms of instruments or documents for making such transactions. Fijilove.com.au assumes no responsibility or liability for their improper use of information relating to such usage of credit cards / debit cards used by the subscriber online / off-line.

### **Refund on the basis of change in preference / delay in process**

As we at Fijilove.com.au keep up high interactions with our clients and carry out the entire process with their approval thus there is no provision for any kind of full or partial refund.

Once an order is placed it cannot be cancelled as it is sent for processing immediately. Your personal preferences changed in the course of time, cannot serve a reason for refund or charge back.

## **Suspension / Termination of Services:**

Fijilove.com.au reserves the right to partially suspend the User's access to certain features, panels, access points or fully terminate a User's Account at any time without assigning any reason or notice to the User (Free and Paid Members) in order to protect the interests of other Users of Fijilove.com.au and / or the interests of Fijilove.com.au.

Termination or suspension either fully or partially as deemed fit by Fijilove.com.au may be on reasonable grounds to suspect / on receipt of complaint / a belief / an investigation / a notification from law-making bodies or governing authorities and can be done for the following reasons:

- (a) If there is any breach of the provisions of this Agreement by the User(s).
- (b) If the information provided by the User(s) is untrue, inaccurate or is not current or complete, or if the User(s) unlawfully uses another person's identity or impersonates another person in any manner.
- (c) If the User's actions may cause financial loss or legal liability to other User(s), or Fijilove.com.au or its affiliates.

- (d) If the User(s) is engaged in misuse or fraudulent use of the Services or involved in illegal / prohibited / inappropriate communications / activities / transactions
- (e) If the User(s) posts any information that is unrelated to the services extended by the Site or uses the Site for spamming
- (f) If the User(s) is involved in unauthorized access, use, modification, or control of the Site database, network or related services.
- (g) If the User(s) accesses another User(s) account by obtaining another registered User(s) Username and/or Password.
- (h) If the User(s) infringes the intellectual property rights of any other person.
- (i) If the User(s) activity that may not be in accordance with the ethics and honest internet practices.

With such termination, the User(s) would lose the authority to use the Free and Paid Services of the Site and would not be entitled to register again with new User information unless permitted by Fijilove.com.au in writing. No membership charges / subscription fee paid by the User(s) will be refunded in case of termination. The User(s) acknowledge and agree that any direct or indirect damage caused due to such termination are not a liability of Fijilove.com.au.

## **Member Disputes**

The Members are solely responsible for interactions at Fijilove.com.au, hence Fijilove.com.au expressly disclaims any responsibility or liability for any interactions or transactions (in cash, as money transfer, in kind as gifts etc.) between the Members. Fijilove.com.au reserves the right, but has no obligation, to monitor disputes between Members.

Fijilove.com.au will not be party to any legal proceedings between Member and any other registered or free Member for any transactions through the Site. Fijilove.com.au will always abide by governing / legal authorities order and cooperate fully through the process, but the costs of the same shall be recovered from the party that has implicated Fijilove.com.au in such case.

Fijilove.com.au strongly advises the Members against providing your financial information (for example, your credit card or bank account information), or wire or otherwise send money, to other Members. If any Member asks for personal or financial favours like lending a loan, sending some money, deposit of funds on their behalf or even transportation or collection of some goods, it is advised that you cease any communication with the Member and report the case to Fijilove.com.au to support you in the investigation subject to available evidence however it cannot be held liable for any damage or loss so caused due to this fraudulent transaction.

## **Matter of Disputes and Jurisdictional Aspects :**

For any kind of legal dispute related to Fijilove.com.au would be dealt in only territory of Melbourne. All the legal issues are subjected only to pertinent contemporary's laws in force at Melbourne to the jurisdiction of courts located in Melbourne only.

## **Governing Law and Jurisdiction :**

This Agreement and any dispute or matter arising from incidental use Fijilove.com.au is governed by the laws of Australia and the Member and the Company hereby submit to the exclusive jurisdiction of the courts at Melbourne, Australia. This Agreement, accepted upon use of the Site and further affirmed by becoming a Member of the Fijilove.com.au, contains the entire agreement between you and Fijilove.com.au regarding the use of the Site and/or the Service. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

We hope you are able to make full use of every facility and service provided by the site to your advantage. We wish you the very best in your endeavour and hope that you meet with success in the same.