

NRI MARRIAGE BUREAU NRI SUPERIOR ELITE AGREEMENT

BETWEEN NRI MARRIAGE BUREAU CORPORATION
(referred to as "NRI")
and
Client who initiated Nri Superior Elite service
(referred to as the "Client")

WHEREAS:

- a. NRI is a Corporation with expertise in matchmaking, offering single adults the opportunity to be matched with other single adults.
- b. NRI Marriage Bureau Prime Service is an enhanced matchmaking service.
- c. The Client is a single adult who wishes to engage the services of NRI to assist in finding a suitable match.
- d. In consideration of the mutual covenants, representations, warranties and agreements contained herein, and intending to be legally bound hereby, the parties hereby agree as follows:
 1. Definitions:
 - 1.1 "Adult" means a person over the age of 18 years and not under any disability.

- 1.2 "*Disability*" where used in respect of a person means that a person is mentally incapable within the meaning of Section 6 or 45 of the *Substitute Decisions Act of Ontario*, or a person who is an absentee within the meaning of the *Absentees Act of Ontario*.
- 1.3 "*Single*" means that a person is not married, is not cohabiting with another person in a relationship that resembles marriage, and is not otherwise in a committed relationship with another person.
- 1.4 "*Match*" means a relationship between two persons in which each intends to strive to make the relationship permanent either by marriage, cohabitation or entering into a committed monogamous relationship with a suitor even if not cohabiting.
- 1.5 "*Suitor*" means a person who is selected by NRI and is a potential candidate to become a match with the Client.
- 1.6 "*Marriage*" means the voluntary union for life of two individuals to the exclusion of all others, and includes where two individuals enter into a marriage that is voidable or void in good faith.
- 1.7 "*Cohabif*" means to live together in a conjugal or family relationship whether within or outside marriage.
2. Basic Terms:
- 2.1 The Client will review the terms of use of NRI's website and register if in agreement with those terms.

- 2.2 The Client will complete the registration process fairly and honestly, in the understanding that true, accurate, complete and current information is critical to the matchmaking process.
- 2.3 The Client will disclose his/her health records at the time of registration, including any pre-existing or current illness or physical or mental disability.
- 2.4 The Client will provide a photograph of himself/herself at the time of registration, which photograph shall not be more than 3 months old.
- 2.5 At the time of registration, the Client will also provide the last four digits of any credit card that he/she intends to use for making payments under this Agreement.
- 2.6 The Client may choose to appoint a person as his/her authorized representative to act as attorney under power of attorney for purposes of communication with NRI, and for that purpose, authorizes NRI to share all information respecting the Client with such representative.
- 2.7 The Client may revoke the appointment of the representative at any time by providing written notice to NRI.
- 2.8 NRI will provide individualized one on one Matchmaking Services to the Client.
- 2.9 NRI will conduct screening of the Client and of all potential suitors, including thorough interviews.
- 2.10 NRI will strive to tailor its searches for potential suitors to the Client's individual requirements.
- 2.11 NRI will diligently try to find the best available match for the Client.

- 2.12 NRI will showcase the profile of the Client on its website for the purpose of promoting his/her suitability to suitors, but will not disclose the name or other personal details of the Client, such as his/her address or telephone numbers.
- 2.13 NRI may place classified advertisements, derived from the Client's profile, in newspapers or on television or in any other media at the discretion of NRI, but will not disclose the name or other personal details of the Client such as his/her address or phone numbers.
- 2.14 When the Client shares personal information about himself/herself to **NRI**, he/she thereby authorizes NRI to use the information in different platforms to promote the profile of the Client.
- 2.15 Once NRI has identified a potential match, it will arrange a date with the Client and the suitor.
- 2.16 The Client and his/her representative, if any, shall bear the ultimate responsibility to verify the credentials of any suitor respecting such matters as family status, educational qualifications, financial status, occupation and general character.
- 2.17 Upon request, NRI can provide date coaching to assist the Client to become date and relationship ready. This service will be billed separately on an hourly basis.
- 2.18 NRI is not qualified and will not provide legal advice respecting issues of immigration or relocation to Canada.

3. Duration of Contract:

3.1 - This Agreement shall terminate 90 days after the date of commencement unless otherwise terminated in accordance with paragraph 8 hereunder.

4. Payment Terms:

4.1 - The Client agrees to pay to NRI the sum of Dollar three hundred ninety nine (\$399.00) Dollars CDN plus H.S.T., upon the signing of this Agreement, of which \$399.00 plus H.S.T is non-refundable under any circumstances.

4.2 Any payment in default shall bear interest at the rate of 2% per month.

4.3 Any payment made by way of a credit card will be subject to a 3% processing fee.

4.4 If the Client is paying with a credit card that is not his/her own, then use of that credit card must be authorized, in writing, by the owner thereof.

4.5 If NRI is not able to provide the Client with a match within 90 days of the date hereof, then NRI will not refund Dollar three hundred ninety nine (\$399.00) Dollars CDN plus H.S.T., to the Client.

4.6 The payment charges mentioned above in Paragraph 4.1 under Section 4 include Newspaper Matrimonial and Televised Matrimonial Advertisement payment charges. Newspaper and Televised matrimonial payment charges are included in the service amount. The client will get a full package and not have to pay extra charges for Newspaper and Televised matrimonial advertisements.

4.7 If the Client marries someone other than a person introduced by NRI within 90 days of the date hereof, then NRI will not refund Dollar three hundred ninety nine (\$399.00) Dollars CDN plus H.S.T., to the Client.

4.8 Other than as provided for in this paragraph, the Client will not receive any refunds for any reason whatsoever.

5. Representations and Warranties of the Client:

5.1 The Client represents and warrants that he/she is a single adult.

5.2 The Client represents and warrants that he/she has never been convicted of a criminal offence and is not required to be registered as a sex offender with any government entity.

6. Change in Client Status:

6.1 The Client agrees to notify NRI of any changes to his/her personal status, including change of address, telephone number(s), and status as a single adult. Notice of any change must be submitted in writing or by email within 5 business days of any change.

7. The Client's Agreement Respecting Conduct:

7.1 The Client shall not abuse, exploit or use NRI's services or the information contained on the NRI website for any improper, immoral or illegal purposes or for personal financial gain.

7.2 The Client shall refrain from harassing or stalking suitors or employees of NRI, or any other person, either in person, electronic mail , online or otherwise.

- 7.3 The Client shall not assault or attempt to assault, or sexually interfere or attempt to sexually interfere with, suitors or employees of NRI, or any other person.
- 7.4 The Client shall not impersonate any other person.
- 7.5 The Client shall not make any statements which would imply that NRI is endorsing his/her statements.
- 7.6 The Client shall respond to e-mails from NRI regarding potential matches or profile and follow up questions in a prompt manner.
- 7.7 The Client shall place e-mails from NRI on his/her safe sender list to prevent e-mails from going into his/her spam folder.
- 7.8 The Client shall not enter into a financial relationship with a suitor prior to a match.
- 7.9 The Client shall not post any inappropriate content on the NRI website.
- 7.10 The Client shall not use the services of NRI for immigration purposes or merely to obtain entry into Canada or status in Canada.

8. Early Termination for Cause:

- 8.1 In the event of a breach by the Client of any agreement contained in paragraph 7 above, NRI has the right to terminate the entire agreement forthwith without notice and without refund of any payments made by the Client to NRI pursuant to paragraph 4 above.

9. Accuracy of Information:

- 9.1 NRI does not warrant the accuracy or authenticity of the information provided to it by the Client or by potential suitors.

10. Changes in Practice:

10.1 The Client agrees that NRI may, from time to time, in its sole and absolute discretion, change or modify its procedures.

11. Transfer of Responsibility:

11.1 This Agreement may not be assigned or transferred by the Client to any other individual.

12. Consent for Information Disclosure:

12.1 The Client authorizes NRI to use the information that the Client provides to NRI for the purpose of performing its services to the Client, including allowing it to provide all relevant information about the Client to suitors.

12.2 NRI will engage in various methods of communication with the Client to receive updates, service information and other correspondence including but not limited to face to face meetings, e-mail and telephone calls.

13. NRI's Proprietary Interests:

13.1 The Client acknowledges that NRI enjoys copyright respecting its website. Apart from information posted by the Client, the balance of the content on the website is the property of NRI. The Client agrees not to disseminate content that is the property of NRI.

14. Disputes:

14.1 The Client is responsible for interactions between the Client and any suitors or matches. NRI will not act as a monitor or mediator of disputes between the Client and any suitors or matches.

15. Liability:

- 15.1 NRI's maximum liability to the Client for any cause of action (whether in contract, tort, or otherwise) shall be limited to the return of the amounts paid to NRI pursuant to paragraph 4 above.
- 15.2 The Client agrees to hold NRI harmless from any and all damages, claims, causes of action, suits, demands and liabilities, including lawyer's fees, that may arise from, relate to, or result from:
- a. any inaccuracies or non-disclosures of information by the Client or any suitors or matches; or
 - b. from any service provided by NRI; and/or
 - c. any action by the Client or any suitors or matches, whether during the term of this Agreement or after the termination of this Agreement.
- 15.3 Under no circumstances will NRI be liable for any incidental, consequential, or indirect damages, including physical injury and emotional distress arising out of:
- a. the use or inability to use the Website or the services of **NRI**;
 - b. the Client's interactions with any suitors or matches (including any communications or meetings);
 - c. NRI providing services to the Client (including introduction services, disclosing information about the Client to suitors or matches, and making available to the Client information about suitors or matches);
 - d. reliance on information, opinion, advice, or statements, or other content posted on the Website or transmitted to suitors or matches.

- 15.4 In no event will NRI be liable to the Client or any third person for any indirect, consequential, exemplary, incidental, special or punitive damages, even if NRI has been advised of the possibility of such damages.
- 15.5 NRI assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, user or Client communications.
- 15.6 In addition to the preceding paragraph and other provisions of this Agreement, any advice that may be given regarding dating and the suitor or match individual is for informational and entertainment purposes only and is not intended to replace or substitute for any professional, financial, medical, legal, or other advice.
- 15.7 NRI makes no representations or warranties and expressly disclaims any and all liability concerning any treatment, action by, or effect on any person following the information offered or provided. If the Client has specific concerns or a situation arises in which he/she requires professional or medical advice, the Client should consult with an appropriately trained and qualified specialist.
16. Arbitration and Governing Law:
- 16.1 Arbitration Agreement: Any dispute, controversy or claim arising out of or relating to this Agreement, including any question regarding its existence, interpretation, validity, breach or termination, or the business relationship

created by it, shall be referred to and finally resolved by arbitration at ADR Chambers under the ADR Chambers Arbitration Rules. The place of arbitration shall be the offices of ADR Chambers, at 180 Duncan Mills Road, 4th Floor, North York, Ontario, M3B 1Z6, or at such place in Toronto, Ontario, Canada, that ADR Chambers directs. There shall be one arbitrator. The language of the arbitrator shall be English. An oral hearing need not be held. There will be no appeal from the decision of the arbitrator on questions of fact, law, or mixed fact and law.

16.2 This Agreement is the entire Agreement between the parties.

16.3 This Agreement shall be construed in accordance with the laws of the Province of Ontario, Canada.

17 Once client initiate Nri Superior Elite service which has validity period of 90 days agrees to all sections mentioned in this agreement from Section1 to Section 17.
