



TERMS OF USE

Updated June 2016

By using the Omprakash.org website, (the "Website") you agree to be bound by these Terms of Use (this "Agreement"), whether or not you register as a member of Omprakash.org ("Member"). If you wish to become a Member and make use of the information provided by the Omprakash.org service (the "Service"), please read and agree to these Terms of Use. **If you object to anything in this Agreement or the Omprakash.org Privacy Policy, do not use the Website or the Service.** The Terms of Use are subject to change by Omprakash.org at any time, effective upon posting on the Omprakash.org website, and your use of the Service after such posting will constitute acceptance by you of such changes.

1. Acceptance of Terms of Use Agreement

- a. **Electronic Agreement.** This Agreement is an electronic contract that sets out the legally binding terms of your use of the Website. This Agreement may be modified by Omprakash.org from time to time, such modifications to be effective upon posting by Omprakash.org on the Website. This Agreement includes Omprakash.org's Acceptable Use Policy for Content Posted on the Website, Omprakash.org's Privacy Policy, Omprakash.org's registration policies and any notices regarding the Website. By accessing the Website or registering, you accept this Agreement and agree to the terms, conditions and notices contained or referenced herein.
- b. **Electronic Form.** By accessing the Website or registering, you consent to have this Agreement provided to you in electronic form.
- c. **Non-electronic Copy.** You have the right to receive this Agreement in non-electronic form. You may request a non-electronic copy of this Agreement either before or after you electronically sign the Agreement. To receive a non-electronic copy of this Agreement, please send an e-mail to willy@omprakash.org or a letter and self-addressed stamped envelope to: Omprakash, 2311 N. 45th St., Seattle WA, 98103, USA.
- d. **Withdrawing Your Consent.** You have the right at any time to withdraw your consent to have this Agreement provided to you in electronic form.
 - i. **Effect.** Should you choose to withdraw your consent to have this Agreement provided to you in electronic form, we will discontinue your then-current username and password. This means that you will not have the right to use the Service unless, and until, we issue you a new username and password. We only will issue you a new username and password after we receive a signed copy of a non-electronic version of this Agreement, which we will send to you upon request.
 - ii. **Notice.** To withdraw your consent and/or request a non-electronic copy of this Agreement, please send an email to willy@omprakash.org or a letter and self-addressed stamped envelope to: Omprakash, 2311 N. 45th St., Seattle WA, 98103, USA.

- iii. **Prospective Nature.** Your withdrawal of consent shall be effective within a reasonable time after we receive your withdrawal notice described above. Your withdrawal of consent will not affect the legal validity or enforceability of the Agreement provided to, and electronically signed by, you prior to the effective date of your withdrawal.
 - e. **Access and Retention.** In order to access and retain this electronic Agreement, you must have access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must use all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. Please print a copy of this document for your records. To retain an electronic copy of this Agreement, you may save it into any word processing program. Via, the Website, we will notify you of any changes in the hardware or software requirements needed to access and/or retain this Agreement that create a material risk that you will not be able to continue to access and/or retain this electronic Agreement.
2. **Term.** This Agreement will remain in full force and effect while you use the Website and/or are registered. You may terminate your registration and/or subscription at any time, for any reason, by following the instructions on the Website, by e-mailing notice to willy@omprakash.org, or sending written notice to: Omprakash, 2311 N. 45th St., Seattle WA, 98103, USA. All decisions regarding the termination of accounts shall be made in the sole discretion of Omprakash.org. Omprakash.org is not required to provide you notice prior to the termination of your account. Omprakash.org is not required to provide a reason for the termination of your account. Even after your account is terminated, this agreement shall remain in effect. All terms that by their nature may survive termination of this Agreement shall be deemed to survive such termination.
 3. **Non-commercial Use by Members.** The Website is for the personal use of individual users only and may not be used in connection with any commercial endeavors. Organizations, companies, and/or businesses may not use the information provided by the Website for any commercial purpose. Illegal and/or unauthorized uses of the Website, including collecting usernames and/or email addresses of registered users by electronic or other means for the purpose of sending unsolicited email and unauthorized framing of or linking to the Website may be investigated, and appropriate legal action will be taken, including without limitation, civil, criminal, and injunctive redress. Use of the Website is with the permission of Omprakash.org, which may be revoked at any time, for any reason, in Omprakash.org's sole discretion.
 4. **Account Security.** You are responsible for maintaining the confidentiality of the username and password that you designate during the Registration process, and you are fully responsible for all activities that occur under your username and password. You agree to (a) immediately notify Omprakash.org of any unauthorized use of your username or password or any other breach of security, and (b) ensure that all information acquired during use of the Website is used in a legal and responsible manner. Omprakash.org will not be liable for any loss or damage arising from your failure to comply with this provision. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. If you share your computer with others, you may wish to consider disabling your auto-sign in feature if it is so enabled.



5. INTERACTION WITH ORGANIZATIONS WHOSE INFORMATION CAN BE FOUND ON WEBSITE. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH ANY ORGANIZATION FOUND ON THE WEBSITE. YOU UNDERSTAND THAT OMPRAKASH.ORG DOES NOT IN ANY WAY MONITOR OR CONTROL THE ORGANIZATIONS PRESENTED ON THE WEBSITE OR THEIR ACTIVITIES, NOR DOES OMPRAKASH.ORG MONITOR THE BEHAVIOR OF ANY POTENTIAL VOLUNTEERS WHO PROVIDE INFORMATION ON THE ORGANIZATIONS PRESENTED ON THE WEBSITE. OMPRAKASH.ORG MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS AND/OR VOLUNTEERS, OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE ORGANIZATIONS PRESENTED ON THE WEBSITE. IN NO EVENT SHALL OMPRAKASH.ORG BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE INFORMATION ON THE WEBSITE, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM VOLUNTEER ACTIVITIES OR ANY INTERACTIONS WHATSOEVER WITH ORGANIZATIONS PRESENTED ON THE WEBSITE. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL INTERACTIONS WITH ANY ORGANIZATION AND/OR OTHER VOLUNTEERS, PARTICULARLY WHEN TRAVELLING OUTSIDE OF THE UNITED STATES. YOU SHOULD NOT PROVIDE YOUR FINANCIAL INFORMATION (FOR EXAMPLE, YOUR CREDIT CARD OR BANK ACCOUNT INFORMATION) TO ANYONE.

6. Content on Omprakash.org

- a. **Proprietary Rights.** Omprakash.org owns and retains all proprietary rights in the Website and any material posted by users and non-users to the Website. Except for that information which is in the public domain or for which you have been given written permission, you may not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information.
- b. **Reliance on Content, Advice, Etc.** Opinions, advice, statements, offers, or other information or content made available through Omprakash.org, but not directly by Omprakash.org, are those of their respective authors, and should not be relied upon. Such authors are solely responsible for such content.
Omprakash.org does not: (i) guarantee the accuracy, completeness, or usefulness of any information on the Website, or (ii) adopt, endorse or accept responsibility for the accuracy or reliability of any opinion, advice, or statement made by any party that appears on the Website. Under no circumstances will Omprakash.org or the Omprakash Foundation be responsible for any loss or damage resulting from your reliance on

information or other content posted on the Website or transmitted to or by any users of the Website.

7. Content Posted by You on Omprakash.org.

- a. You are solely responsible for the Content that you publish or display (hereinafter, "post") on the Website, or transmit to other users. You will not post on the Website, or transmit to other users, any defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive, or illegal material, or any material that infringes or violates another party's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity). You will not provide inaccurate, misleading or false information to Omprakash.org or to any other user. If information provided to Omprakash.org, or another user, subsequently becomes inaccurate, misleading or false, you will promptly notify Omprakash.org of such change.
- b. You understand and agree that Omprakash.org may review and delete any content, messages, double-blind emails, photos or profiles (collectively, "Content"), in each case in whole or in part, that in the sole judgment of Omprakash.org violate this Agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of other users.
- c. By posting Content to any public area of Omprakash.org, you automatically grant, and you represent and warrant that you have the right to grant, to Omprakash.org, its affiliates, licensees and successors, an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, reproduce, adapt, modify and distribute such information and content and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sublicenses of the foregoing. You further represent and warrant that public posting and use of your content by Omprakash.org will not infringe or violate the rights of any third party.

8. Disclaimers. Omprakash.org is not responsible for any incorrect or inaccurate Content posted on the Website or in connection with the Service, whether caused by users of the Website, Members or by any of the equipment or programming associated with or utilized in the Service. **Omprakash.org is not responsible for the conduct, whether online or offline, of any user of the Website or Member of the Service.**

Omprakash.org 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 Member communications. Omprakash.org is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any Website or combination thereof, including injury or damage to users or to any other person's computer related to or resulting from participating or downloading materials in connection with the Web and/or in connection with the Service. Under no circumstances will Omprakash.org or any of its affiliates, advertisers, promoters or distribution partners be responsible for any loss or damage, including personal injury or death, resulting from anyone's use of the Website or the Service, any Content posted on the Website or transmitted to users, or any interactions between users of the Website, whether online or offline. The Website and the Service are provided "AS-IS" and Omprakash.org expressly disclaims any warranty of fitness for a



particular purpose or non-infringement. Omprakash.org cannot guarantee and does not promise any specific results from use of the Website and/or the Service. In addition to the preceding paragraph and other provisions of this Agreement, any advice that may be posted on the Website is for informational purposes only and is not intended to replace or substitute for any professional financial, medical, legal, or other advice.

Omprakash.org 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 within or through the Website. If you have specific concerns or a situation arises in which you require professional or medical advice, you should consult with an appropriately trained and qualified specialist.

- 9. Links.** The Website may provide, or third parties may provide, links to other World Wide Web sites or resources. Because Omprakash.org has no control over such sites and resources, you acknowledge and agree that Omprakash.org is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that Omprakash.org shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of, or reliance upon, any such Content, goods or services available on or through any such site or resource.
- 10. Limitation on Liability.** Except in jurisdictions where such provisions are restricted, in no event will Omprakash.org be liable to you or any third person for any indirect, consequential, exemplary, incidental, special or punitive damages, including also lost profits arising from your use of the Web site or the Service, even if advised of the possibility of such damages.
- 11. U.S. Export Controls.** Software from this Website (the "Software") is further subject to United States export controls. No Software may be downloaded from the Website or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other Country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.
- 12. Jurisdiction and Choice of Law.** If there is any dispute arising out of the Website and/or the Service, by using the Website, you expressly agree that any such dispute shall be governed by the laws of the State of Connecticut, without regard to its conflict of law provisions, and you expressly agree and consent to the exclusive jurisdiction and venue of the state and federal courts of the State of Connecticut, for the resolution of any such dispute.
- 13. Indemnity by You.** You agree to indemnify, hold harmless and defend **Omprakash.org, the Omprakash Foundation, and the subsidiaries, affiliates, officers, agents, directors, representatives, partners and employees of the foregoing (the "Omprakash Indemnitees"), from and against any and all liabilities, claims, demands, causes of action, suits, losses, damages, fines, judgments, settlements, and expenses (including attorneys' fees and court costs)**

(“Claims”) which may be suffered, made or incurred by any Omprakash Indemnitee arising out of your use of the Service in violation of this Agreement, any violation and/or breach by you of this Agreement, and/or any breach of your representations and warranties hereunder, including, but not limited to, Claims arising from your interactions with any organization found on the Website, and Claims arising out of any reliance by you on information or other content posted on the Website or transmitted to or by any users of the Website.

- 14. No Third Party Beneficiaries.** You agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement.
- 15. Other.** This Agreement contains the entire agreement between you and Omprakash.org regarding the use of the Website. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.