



TERMS OF USE

Updated August 2018

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. The latest version of this Agreement is always available at <https://www.omprakash.org/termsfuse>. This Agreement includes Omprakash.org's Privacy Policy (accessible anytime at <https://www.omprakash.org/privacypolicy>), 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 info@omprakash.org or a



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.

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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.

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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 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.
- d. By posting Content to any area of Omprakash.org, you acknowledge that this Content may be used for research purposes, including publications and conference presentations. You hereby grant permission for Omprakash to use anonymized excerpts of any Content for research purposes.

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- 9. Consent.** If you choose to browse and use the Website, you are agreeing to comply with the above terms of use in regards to information and/or data shared by you and used by Omprakash through this agreement and the Privacy Policy. If you disagree with any part of these terms and conditions or any data-retention procedures stated in the Privacy Policy, please do not use the Website.
- 10. 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.
- 11. 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.
- 12. 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.
- 13. 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 Washington, 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 Washington, for the resolution of any such dispute.

- 14. 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.
- 15. 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.
- 16. 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.