# DHARMA SAMVRUDHI SAMSTAPANAM

# Terms and Conditions

# DHARMA SAMVRUDDHI SAMSTAPANAM hereinafter will be referred as SAMVRUDDHI throughout this document

Please read the following terms and conditions carefully before registering on, accessing, browsing, downloading or using the SAMVRUDDHI website <a href="https://www.samvruddhi.org.in">https://www.samvruddhi.org.in</a>, and all associated sites linked to SAMVRUDDHI or the SAMVRUDDHI mobile app named Vetrivel located in Google playstore <a href="https://play.google.com/store/apps/details?id=io.ionic.vetrivel">https://play.google.com/store/apps/details?id=io.ionic.vetrivel</a> or any similar platform (hereinafter collectively, SAMVRUDDHI Platform run by DHARMA SAMVRUDDHI SAMSTAPANAM, having its registered office at 79/6. Kristal Brookite, DG, Bellandur, Bangalore – 560103 and headquartered at the same location (hereinafter SAMVRUDDHI) on any device and/or before availing any services offered by SAMVRUDDHI on the SAMVRUDDHI Platform which may include services such as digitizing temple details (including but not limited to the location land documents, idols etc.) semi-closed e-locker service and any other service or ritual that are offered by religious institutions of Hindu nature (hereinafter individually, and collectively, the Temple Service or Temple ritual depending on the nature of the service). For the avoidance of doubt, it is clarified that these terms and conditions shall apply to all Temple services facilitated by SAMVRUDDHI, whether facilitated by SAMVRUDDHI or its affiliates.

## Consent to use SAMVRUDDHI Platform and services

By registering on, accessing, browsing, downloading or using the SAMVRUDDHI Platform for any general purpose or for the specific purpose of availing any Temple Service or ritual facilitated by SAMVRUDDHI, You agree to be bound by the signing in by multiple means

- 1. User ID Created by yourself or
- 2. Mobile number used at the time of registration
- 3. Email ID used at the time of registration.

The multi-sign-on-single-environment (MSOSE) facility is offered by SAMVRUDDHI environment.

It is also mandated that whenever there is a change in the above-mentioned three sign-on items it should be informed to SAMVRUDDHI in written format or in mobile app (Vetrivel) the appropriate changes need to be updated. This facility hereinafter will be referred as MSOSE facility.

MSOSE terms and conditions set forth below as well as by the service-specific terms and conditions applicable to each SAMVRUDDHI Service (hereinafter collectively, the T&Cs). These T&Cs shall also include any additional or modified terms and conditions in relation to the MSOSE or any additional or modified service-specific terms and conditions in relation to any SAMVRUDDHI Service or any future service that may be offered by SAMVRUDDHI on the SAMVRUDDHI Platform. By registering on, accessing, browsing, downloading or using (as applicable) the SAMVRUDDHI Platform or availing any SAMVRUDDHI Service or the MSOSE, you automatically and immediately agree to all the T&Cs. If at any time You do not accept or agree with any of the T&Cs or do not wish to be bound by the T&Cs, you may not access, browse or use the SAMVRUDDHI Platform and immediately terminate Your availing the SAMVRUDDHI Services. Accepting or agreeing to the T&Cs will constitute a legal contract (hereinafter Agreement) between You, being at least 18 years of age and an individual user of the SAMVRUDDHI Platform or a customer or beneficiary of the SAMVRUDDHI Services. All services are rendered by SAMVRUDDHI through the SAMVRUDDHI Platform under the brand name "SAMVRUDDHI" (or any derivatives or variations thereof). Consequently, all the rights, benefits, liabilities and obligations under the T&Cs shall, as the case may be, accrue to the benefit of, or incurred by, SAMVRUDDHI, regarding Your use of SAMVRUDDHI's digital services (which includes but not limited to temple services and rituals), and any other service which may be added on the SAMVRUDDHI Platform and which will henceforth be a Service, from time to time. The SAMVRUDDHI Services shall be

used by You subject to Your adherence with the T&Cs. As long as You accept and comply with these T&Cs, SAMVRUDDHI grants You a personal, non-exclusive, non-transferable, limited, revocable privilege to enter and use the SAMVRUDDHI Platform and/or avail the SAMVRUDDHI Services.

#### Users and their Eligibility criteria

The SAMVRUDDHI Services are available only to persons of the age of 18 or above

And available to the persons below 18 only with the parental guidance.

Anyone previously suspended or removed by SAMVRUDDHI from availing the SAMVRUDDHI Services or accessing the SAMVRUDDHI Platform is clearly not eligible to use SAMVRUDDHI services.

By accepting the T&Cs or by otherwise using the SAMVRUDDHI Services on the SAMVRUDDHI Platform, you represent that You are at least 18 years of age and have not been previously suspended or removed by SAMVRUDDHI, or disqualified for any other reason, from availing the SAMVRUDDHI Services or using the SAMVRUDDHI Platform. In addition, you represent and warrant that You have the right, authority and capacity to enter into this Agreement and to abide by all the T&Cs as part of this Agreement. Finally, you shall not impersonate any person or entity, or falsely state or otherwise misrepresent Your identity, age or affiliation with any person or entity.

Finally, in the event of any violation of the T&Cs, SAMVRUDDHI reserves the right to suspend or permanently prevent You from availing SAMVRUDDHI Services or using the SAMVRUDDHI Platform.

#### **Other Terms and Conditions**

Additional terms and conditions may apply in order for You to avail specific SAMVRUDDHI Services and to specific portions or features of the SAMVRUDDHI Platform, including contests, promotions or other similar features, all of which terms are made a part of these T&Cs by this reference. You agree to abide by such other terms and conditions, including where applicable representing that You are of sufficient legal age to use or participate in such service or feature. If there is a conflict between these T&Cs and the terms posted for or applicable to a specific portion of the SAMVRUDDHI Platform or for any SAMVRUDDHI Service offered on or through the SAMVRUDDHI Platform, the latter terms shall control with respect to Your use of that portion of the SAMVRUDDHI Platform or the specific SAMVRUDDHI Service. SAMVRUDDHI may make changes to any SAMVRUDDHI Services offered on the Pa SAMVRUDDHI Platform, or to the applicable terms for any such SAMVRUDDHI Services, at any time, without notice. The materials on the SAMVRUDDHI Platform with respect to the SAMVRUDDHI Services may be out of date, and SAMVRUDDHI makes no commitment to update the materials on the SAMVRUDDHI Platform with respect to such SAMVRUDDHI Services. The following terms also govern and apply to Your use of the SAMVRUDDHI Platform, and they are incorporated in the internet by reference: <a href="https://www.samvruddhi.org.in/AboutUs/terms">https://www.samvruddhi.org.in/AboutUs/terms</a> and conditions

And SAMVRUDDHI privacy policy can be accessed by

reference: https://www.samvruddhi.org.in/AboutUs/privacy-policy

## MSOSE Service, Participating Platforms

SAVRUDDHI'S MSOSE service offers You the convenience, after a one-time registration to sign on (log in) to all web pages and online platforms operated by SAMVRUDDHI with single log-in access / data, without going through a separate registration process every time. After successfully registering for the MSOSE Service, the user can log-in via each Participating Platform with his/her access credentials.

The user is not entitled to share his login details with third parties to use the MSOSE service or to disclose them otherwise. The user is obliged to inform SAMVRUDDHI immediately on becoming aware of and/or suspecting a case of any unauthorized use, disclosure and/or misuse of their access data or of their user account. Furthermore, the user is obliged not to use the user account of another person. Submission of the

duly completed registration form by the user simply provides invitation to us to make an offer to enter into the agreement on the use of our MSOSE service (hereinafter the MSOSE Agreement). Our offer for the conclusion of the MSOSE Agreement is then affected by the fact that SAMVRUDDHI sends the user a confirmation by e mail, in which a confirmation link is included next to the username and the password for the MSOSE Service. By the user clicking on this confirmation link, the user accepts SAMVRUDDHI's offer, so that in this way the MSOSE Agreement enters into force. Conclusion of the MSOSE Agreement may, also be affected through other communication modes and following such processes which help achieve the same purpose as the aforementioned e-mail confirmation process. SAMVRUDDHI is entitled to reject individual users without giving reasons. The user guarantees that the data submitted for their user account (and any other information that is otherwise left for SAMVRUDDHI) are in all respects complete, true, accurate and not misleading. Any changes to user's data should be promptly updated correctly in its account.

#### **Modes of engagement**

By accepting the T&Cs, you accept the following:

- SAMVRUDDHI may send alerts to the mobile phone number provided by You while registering with the SAMVRUDDHI Platform for the MSOSE service or on any updated mobile number subsequently provided by You on the SAMVRUDDHI Platform, or via e-mail or push notifications. The alerts will be received in case of SMS, only if the mobile phone is in 'On' mode to receive the SMS, in case of e-mail, only if the e-mail servers and e-mail ids are functional, and in case of push notifications, if the user has enabled the receipt of such notifications. If the mobile phone is in 'Off' mode or if the e-mail servers or ids are not functional or if the push-notifications feature has been turned off, then You may not get the alert at all or get delayed messages.
- SAMVRUDDHI will make best efforts to provide alerts via SMS/e-mail/push notifications and it shall
  be deemed that You shall have received the information sent from SAMVRUDDHI as an alert on the
  mobile phone number or e-mail id provided during the course of, or in relation to, using the
  SAMVRUDDHI Platform or availing any SAMVRUDDHI Services. SAMVRUDDHI shall not be under
  any obligation to confirm the authenticity of the person(s) receiving the alert. You cannot hold
  SAMVRUDDHI liable for non-availability of the SMS/email alert/push notifications service in any
  manner whatsoever.
- The SMS/e-mail alert/push notification service provided by SAMVRUDDHI is an additional facility provided for Your convenience and that it may be susceptible to error, omission and/or inaccuracy. In the event that You observe any error in the information provided in the alert, SAMVRUDDHI shall be immediately informed about the same by You and SAMVRUDDHI will make best possible efforts to rectify the error as early as possible. You shall not hold SAMVRUDDHI liable for any loss, damages, claim, expense including legal cost that may be incurred/suffered by You on account of the SMS/e-mail alert/push notification facility.
- The clarity, readability, accuracy and promptness of providing the SMS/e-mail alert/push notification service depend on many factors including the infrastructure and connectivity of the service provider. SAMVRUDDHI shall not be responsible for any non-delivery, delayed delivery or distortion of the alert in any way whatsoever.
- You will indemnify and hold harmless SAMVRUDDHI and the SMS/e-mail service provider including
  its officials from any damages, claims, demands, proceedings, losses, costs, charges and expenses
  whatsoever including legal charges and attorney's fees which SAMVRUDDHI or the SMS/e-mail
  service provider may at any time incur, sustain, suffer or be subjected to as a consequence of, or
  arising out of, any of the following: (i) misuse by You or improper or fraudulent information
  provided by You; and/or (ii) incorrect number or a number that belongs to an unrelated third party
  provided by You.

#### <u>Usability criteria for SAMVRUDDHI Platform and services</u>

You understand that except for information, products or services clearly indicated as being supplied by SAMVRUDDHI, we do not operate, control, or endorse any information, products or services on the Internet in anyway. You also understand that SAMVRUDDHI cannot and does not guarantee or warrant digital information available for download through the SAMVRUDDHI Platform will be free of viruses, worms or

other code that may be damaging. You are responsible for implementing procedures to satisfy Your particular requirements of Internet security and for accuracy of data input and output.

#### **Prohibited Conduct**

By accessing or using the SAMVRUDDHI Platform or by availing SAMVRUDDHI Services, You agree not to:

- violate the T&Cs;
- impersonate any person or entity, falsely claim or otherwise misrepresent Your affiliation with any person or entity, or access the accounts of others without permission, forge another person's digital signature, misrepresent the source, identity, or content of information transmitted via the SAMVRUDDHI Services, perform any other similar fraudulent activity or otherwise avail SAMVRUDDHI Services with what we reasonably believe to be potentially fraudulent funds;
- infringe our or any third party's intellectual property rights, rights of publicity or privacy;
- use the SAMVRUDDHI Services if You are under the age of 18 years without a parental sponsor or, in any event, use the SAMVRUDDHI Services if You are under the age of 13 years old even with a parental sponsor and in accordance with applicable law;
- post or transmit any message which is libellous, defamatory or which discloses private or personal matters concerning any person;
- post or transmit any message, data, image or program which is pornographic, vulgar or offensive in nature;
- refuse to cooperate in an investigation or provide confirmation of Your identity or any other information provide by You to SAMVRUDDHI;
- remove, circumvent, disable, damage or otherwise interfere with security-related features of the SAMVRUDDHI Services and the SAMVRUDDHI Platform or features that enforce limitations on the use of the SAMVRUDDHI Services or the SAMVRUDDHI Platform;
- reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of as regards SAMVRUDDHI Services or SAMVRUDDHI Platform or any part thereof, except and only to the extent this is expressly permissible by applicable law;
- use the SAMVRUDDHI Services or the SAMVRUDDHI Platform in any manner that could damage, disable, overburden, or impair it, including, without limitation, using the SAMVRUDDHI Services or the SAMVRUDDHI Platform in an automated manner;
- modify, adapt, translate or create derivative works based upon the SAMVRUDDHI Services and the SAMVRUDDHI Platform or any part thereof, except and only to the extent that that this is permissible by applicable law;
- intentionally interfere with or damage operation of the SAMVRUDDHI Services or the SAMVRUDDHI Platform or any other user's enjoyment of it, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code or file with contaminating or destructive features;
- use any robot, spider, other automatic device, or manual process to monitor or copy the SAMVRUDDHI Platform without prior written permission;
- interfere or disrupt the SAMVRUDDHI Platform or networks connected to the SAMVRUDDHI Platform;
- take any action that imposes an unreasonably or disproportionately large load on SAMVRUDDHI infrastructure/network;
- use any device, software or routine to bypass the SAMVRUDDHI Platform's robot exclusion headers, or interfere or attempt to interfere, with the SAMVRUDDHI Services;
- forge headers or manipulate identifiers or other data in order to disguise the origin of any content transmitted through the SAMVRUDDHI Platform or to manipulate Your presence on the SAMVRUDDHI Platform;
- sell the SAMVRUDDHI Services, information, or software associated with or derived from it;
- use the facilities and capabilities of the SAMVRUDDHI Platform to conduct any activity or solicit the performance of any illegal activity or other activity which infringes the rights of others;
- breach this Agreement, the MSOSE Agreement or any other agreement or policy as may be applicable pursuant to the T&Cs;

- provide false, inaccurate or misleading information;
- use the SAMVRUDDHI Platform to collect or obtain personal information, including without limitation, financial information, about other users of the SAMVRUDDHI Platform, except and only as expressly provided in the T&Cs;
- avail SAMVRUDDHI Services with what SAMVRUDDHI reasonably believes to be potentially fraudulent funds:
- use the SAMVRUDDHI Services in a manner that results in or may result in complaints, disputes, reversals, chargebacks, fees, fines, penalties and other liability to SAMVRUDDHI, a third party or You:
- use the SAMVRUDDHI Services in a manner that SAMVRUDDHI or any payment card network reasonably believe to be an abuse of the payment card system or a violation of payment card network rules;
- take any action that may cause SAMVRUDDHI to lose any of the SAMVRUDDHI Services from its service providers or lose any of its recharge partners or business partners, including mobile operators or telecom companies, payment processors or other suppliers;
- send automated request of any kind to the SAMVRUDDHI Platform without written consent in advance from SAMVRUDDHI.

## Violation of Agreement and termination

You agree that SAMVRUDDHI, in its sole discretion, for any or no reason, and without penalty, may suspend or terminate Your account (or any part thereof) or Your use of the SAMVRUDDHI Services/SAMVRUDDHI Platform and remove and discard on the SAMVRUDDHI Platform all or any part of Your account, your user profile, or Your recipient profile, including Your MSOSE, at any time. SAMVRUDDHI may also in its sole discretion and at any time discontinue providing access to the SAMVRUDDHI Services, or any part thereof, with or without notice. You agree that any termination of Your access to the SAMVRUDDHI Services/SAMVRUDDHI Platform or any account You may have or portion thereof may be affected without prior notice, and You agree that SAMVRUDDHI will not be liable to You or any third party for any such termination or interruption. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies SAMVRUDDHI may have at law or in equity. Upon termination for any reason, you agree to immediately stop using the SAMVRUDDHI Services/SAMVRUDDHI Platform.

#### **Limitation of Liability and Damages**

In no event, SAMVRUDDHI or its contractors, agents, licensors, partners or suppliers will be liable to You for any special, indirect, incidental, consequential, punitive, reliance, or exemplary damages (including without limitation lost business opportunities, lost revenues, or loss of anticipated profits or any other pecuniary or non-pecuniary loss or damage of any nature whatsoever) arising out of or relating to: (i) this Agreement; (ii) the MSOSE Agreement; (iii) the SAMVRUDDHI Services, the SAMVRUDDHI Platform or any reference site/app/platform/service; or (iv) Your use or inability to use the SAMVRUDDHI Services, the SAMVRUDDHI Platform (including any and all materials) or any reference sites/app/platform/service, even if SAMVRUDDHI or a SAMVRUDDHI authorized representative has been advised of the possibility of such damages. In no event, SAMVRUDDHI directors, employees, agents, will be liable to You for any damages, liabilities, losses, and causes of action arising out of or relating to: (i) this Agreement; (ii) the MSOSE Agreement; (iii) the SAMVRUDDHI Services, the SAMVRUDDHI Platform or any reference site/app/platform/service; or (iv) Your use or inability to use the SAMVRUDDHI services, the SAMVRUDDHI Platform (including any and all materials) or any reference sites/app/platform/service; or (v) any other interactions with SAMVRUDDHI, however caused and whether arising in contract, tort including negligence, warranty or otherwise, beyond or in excess of the amount paid by You, if any, for using the portion of the SAMVRUDDHI Service or the SAMVRUDDHI Platform giving rise to the cause of action, or beyond or in excess Rs, 5,000, whichever is less. You acknowledge and agree that SAMVRUDDHI has offered its products and services, set its prices, and entered into this Agreement in reliance upon the warranty disclaimers and the limitations of liability set forth herein, that the warranty disclaimers and the limitations of liability set forth herein reflect a reasonable and fair allocation of risk between You and SAMVRUDDHI, and that the warranty disclaimers and the limitations of liability set forth herein form an essential basis of the bargain between You and

SAMVRUDDHI. SAMVRUDDHI would not be able to provide the services to You on an economically reasonable basis without these limitations. Applicable law may not completely allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitations or exclusions will apply to You subject to applicable law. In such cases, SAMVRUDDHI's liability will be limited to the fullest extent permitted by applicable law. This paragraph shall survive the termination of this Agreement.

#### **Indemnification**

You agree to indemnify, save, and hold SAMVRUDDHI, its affiliates, trustees, any staff employed directly or indirectly and partners harmless from any and all claims, losses, damages, and liabilities, costs and expenses, including without limitation legal fees and expenses, arising out of or related to: (i) Your use or misuse of the SAMVRUDDHI Services or of the SAMVRUDDHI Platform; (ii) any violation by You of this Agreement or the MSOSE Agreement; or (iii) any breach of the representations, warranties, and covenants made by You herein. SAMVRUDDHI reserves the right, at Your expense, to assume the exclusive defence and control of any matter for which You are required to indemnify SAMVRUDDHI, including rights to settle, and You agree to cooperate with SAMVRUDDHI's defence and settlement of these claims. SAMVRUDDHI will use reasonable efforts to notify You of any claim, action, or proceeding brought by a third party that is subject to the foregoing indemnification upon becoming aware of it. This paragraph shall survive termination of this Agreement.

#### **Disclaimer**; No Warranties

To the fullest extent permissible pursuant to applicable law, SAMVRUDDHI and its third-party partners, disclaim all warranties or guarantees – whether statutory, express or implied – including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights. No advice or information, whether oral or written, obtained by You from SAMVRUDDHI or through the SAMVRUDDHI Services or the SAMVRUDDHI Platform will create any warranty or guarantee other than those expressly stated herein. For the purposes of this Disclaimer, You expressly acknowledge that as used in this section, the term "SAMVRUDDHI" includes SAMVRUDDHI's officers, directors, employees You acknowledge that SAMVRUDDHI is a facilitator of temple services and acts purely as a medium for enhancing the services and rituals offered by places of worship of Sanatana Dharma and is not liable for any unsatisfactory performance by any party . You expressly agree that use of the SAMVRUDDHI Services on the SAMVRUDDHI Platform is at Your sole risk. It is Your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise and other information provided through the site or on the Internet generally. SAMVRUDDHI does not warrant that the SAMVRUDDHI Services will be uninterrupted or error-free or that defects in the site will be corrected. The SAMVRUDDHI Services and the SAMVRUDDHI Platform and any data, information, third party software, reference sites, services, or software made available in conjunction with or through the services and the site are provided on an "as is" and "as available," "with all faults" basis and without warranties or representations of any kind either express or implied. SAMVRUDDHI, and its partners do not warrant that the data, SAMVRUDDHI software, functions, or any other information offered on or through the SAMVRUDDHI Services/SAMVRUDDHI Platform or any reference sites/platforms/apps/services will be uninterrupted, or free of errors, viruses or other harmful components and do not warrant that any of the foregoing will be corrected. SAMVRUDDHI and its licensors, and partners do not warrant or make any representations regarding the use or the results of the use of the SAMVRUDDHI Services/SAMVRUDDHI Platform or any reference sites/platforms/apps/services in terms of correctness, accuracy, reliability, or otherwise. You understand and agree that You use, access, download, or otherwise obtain information, materials, or data through the SAMVRUDDHI Services/SAMVRUDDHI Platform or any reference sites/platforms/apps/services at Your own discretion and risk and that You will be solely responsible for any damage to Your property (including Your computer system and mobile device or any other equipment) or loss of data that results from the download or use of such material or data. We do not authorize anyone to make any warranty on our behalf and You should not rely on any such statement. This paragraph shall survive termination of this Agreement. In no event will SAMVRUDDHI be liable for any incidental, consequential, or indirect damages (including, but not limited to, damages for loss of profits, business interruption, loss of programs or information, and the like) arising out of the use of or inability to use the SAMVRUDDHI Platform.

## Ownership; Proprietary Rights

The SAMVRUDDHI Services and the SAMVRUDDHI Platform are owned and operated by SAMVRUDDHI. The visual interfaces, graphics, design, compilation, information, computer code (including source code and object code), products, software, services, and all other elements of the SAMVRUDDHI Services and the SAMVRUDDHI Platform provided by SAMVRUDDHI (hereafter Materials) are protected by Indian copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. As between You and SAMVRUDDHI, all Materials, trademarks, service marks, and trade names contained on the SAMVRUDDHI Platform are the property of SAMVRUDDHI. You agree not to remove, obscure, or alter SAMVRUDDHI or any third party's copyright, patent, trademark, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the SAMVRUDDHI Services/SAMVRUDDHI Platform. Except as expressly authorized by SAMVRUDDHI, You agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials. SAMVRUDDHI reserves all rights not expressly granted in this Agreement. If You have comments regarding the SAMVRUDDHI Services and/or the SAMVRUDDHI Platform or ideas on how to improve it, please contact customer service. Please note that by doing so, You hereby irrevocably assign to SAMVRUDDHI, and shall assign to SAMVRUDDHI, all rights, title and interests in and to all ideas and suggestions and any and all worldwide intellectual property rights associated therewith. You agree to perform such acts and execute such documents as may be reasonably necessary to perfect the foregoing rights.

## Changes to this Agreement

SAMVRUDDHI reserves the right to change, modify, add, or remove portions of this Agreement (each, a change and collectively, changes) at any time by posting notification on the SAMVRUDDHI Platform or otherwise communicating the notification to You. The changes will become effective, and shall be deemed accepted by You, 24 hours after the initial posting and shall apply immediately on a going-forward basis with respect to Your use of the SAMVRUDDHI Platform, availing the SAMVRUDDHI Services or for payment transactions initiated after the posting date. If You do not agree with any such change, Your sole and exclusive remedy is to terminate Your use of the SAMVRUDDHI Services/SAMVRUDDHI Platform. For certain changes, SAMVRUDDHI may be required under applicable law to give You advance notice, and SAMVRUDDHI will comply with such requirements. Your continued use of the SAMVRUDDHI Platform following the posting of changes will mean that You accept and agree to the changes.

#### **Notifications**

SAMVRUDDHI may provide You with notices and communications by e-mail, SMS, push notifications, regular mail or postings on the SAMVRUDDHI Platform or by any other reasonable means. Except as otherwise set forth herein, notice to SAMVRUDDHI must be sent by courier or registered mail to DHARMA SAMVRUDDHI SAMSTAPANAM, 79/6. Kristal Brookite, Bellandur, Bangalore, - 560 103 India.

## <u>Waiver</u>

The failure of SAMVRUDDHI to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. Any waiver of any provision of this Agreement will be effective only if in writing and signed by SAMVRUDDHI.

## Resolution of Dispute, if any

If any dispute, controversy or claim arises under this Agreement or in relation to any SAMVRUDDHI Service or the SAMVRUDDHI Platform, including any question regarding the existence, validity or termination of this Agreement or T&Cs (hereinafter Dispute), the parties shall use all reasonable endeavours to resolve such Dispute amicably. If the parties are unable to resolve the Dispute amicably within 30 days of the notice of such Dispute, SAMVRUDDHI may elect to resolve any Dispute by a binding arbitration in accordance with

the provisions of the Indian Arbitration & Conciliation Act, 1996 (hereinafter Act). Such Dispute shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The Dispute shall be resolved by a sole arbitrator, appointed in accordance with the Act. The seat of the arbitration shall be New Delhi and the language of this arbitration shall be English. Either You or SAMVRUDDHI may seek any interim or preliminary relief from a court of competent jurisdiction in Bangalore necessary to protect the rights or the property belonging to You or SAMVRUDDHI (or any of our agents, suppliers, and subcontractors), pending the completion of arbitration. Any arbitration shall be confidential, and neither You nor SAMVRUDDHI may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcing the arbitration award. All administrative fees and expenses of arbitration will be divided equally between You and SAMVRUDDHI. In all arbitrations, each party will bear the expense of its own lawyers and preparation. This paragraph shall survive termination of this Agreement.

# **Governing Law and Forum for Disputes**

Subject to the Dispute Resolution section above, You agree that any claim or dispute You may have against SAMVRUDDHI must be resolved by a court having jurisdiction in New Delhi, India. You agree to submit to the personal jurisdiction of the courts located within New Delhi, India, for the purpose of litigating all such claims or disputes. This Agreement shall be governed by Indian law. This paragraph shall survive termination of this Agreement.

## Severability

If any provision of this Agreement is held to be unlawful, void, invalid or otherwise unenforceable, then that provision will be limited or eliminated from this Agreement to the minimum extent required, and the remaining provisions will remain valid and enforceable.

#### Survival

Upon termination of this Agreement, any provision which, by its nature or express terms should survive, will survive such termination or expiration as applied to transfers and relationship prior to such termination or expiration.

## **Headings**

The heading references herein are for convenience purposes only and they do not constitute a part of these T&Cs and will not be deemed to limit or affect any of the provisions hereof.

## **Entire Agreement**

This Agreement is the entire agreement between You and SAMVRUDDHI relating to the subject matter hereof and this Agreement will not be modified except by a change to this Agreement made by SAMVRUDDHI in accordance with the terms of this Agreement.

## Bill Payments and Digital Products Terms & Conditions

Please read the following terms and conditions carefully before registering on, accessing, browsing, downloading or using the SAMVRUDDHI website located at <u>SAMVRUDDHI.com</u>, and all associated sites linked to <u>SAMVRUDDHI.com</u>, or the SAMVRUDDHI mobile application or any similar platform (hereinafter collectively, the SAMVRUDDHI Platform) run by DHARMA SAMVRUDDHI SAMSTAPANAM, having its registered office at 79/6, Kristal Brookite "DG", Bellandur, Bangalore – 560 103 and headquartered at same address as registered office (hereinafter SAMVRUDDHI) on any device and/or before availing any temple related services offered by SAMVRUDDHI on the SAMVRUDDHI Platform (hereinafter, individually SAMVRUDDHI Digital Service and collectively, the SAMVRUDDHI Digital Services).

#### **Eligibility**

The SAMVRUDDHI Digital Services are not available to persons under the age of 18 or to anyone previously suspended or removed by SAMVRUDDHI from availing the SAMVRUDDHI Digital Services or accessing the SAMVRUDDHI Platform. By accepting the T&Cs or by otherwise using the SAMVRUDDHI Digital Services on the SAMVRUDDHI Platform, You represent that You are at least 18 years of age and have not been previously suspended or removed by SAMVRUDDHI, or disqualified for any other reason, from availing the SAMVRUDDHI Bill Payment and Digital Goods Services or using the SAMVRUDDHI Platform. In addition, You represent and warrant that You have the right, authority and capacity to enter into this Agreement and to abide by all the T&Cs as part of this Agreement. Finally, You shall not impersonate any person or entity, or falsely state or otherwise misrepresent Your identity, age or affiliation with any person or entity. Finally, in the event of any violation of the T&Cs, SAMVRUDDHI reserves the right to suspend or permanently prevent You from availing SAMVRUDDHI Digital Services or using the SAMVRUDDHI Platform.

## **Digital Services**

SAMVRUDDHI facilitates the payment of certain bills through the SAMVRUDDHI Platform with respect to certain services offered by SAMVRUDDHI business partners who have partnered with SAMVRUDDHI to enable their bills to be paid through the SAMVRUDDHI Platform. Please see the relevant links on the SAMVRUDDHI Platform for more information on SAMVRUDDHI's services. Further, SAMVRUDDHI also enables users to avail rituals of Sanatana dharma belief such as Archana, Abhisheka etc. The terms and conditions in relation to Sanatana dharma belief are set out below. The terms and conditions in relation to Sanatana Dharma belief services set out below are applicable to and binding on You in conjunction with the MSOSE terms and conditions already accepted by You. Each MSOSE term or condition is applicable to and binding on You, or any of Your activities on the SAMVRUDDHI Platform, even if such term or condition is not specifically reproduced herein below. The terms 'Agreement' or 'T&Cs' mentioned herein below includes the terms and conditions in relation to Sanatana Dharma Belief Services set out below and the MSOSE terms and conditions as well as other service-specific terms and conditions in relation to SAMVRUDDHI Services or SAMVRUDDHI Platform.

# **SAMVRUDDHI Facilitations**

SAMVRUDDHI is only a facilitator of digital products. SAMVRUDDHI does not provide Sanatana Dharma Belief Services and is only a facilitator of Sanatana Dharma Belief services which are ultimately provided by places of worship of Sanatana Dharma followers. Any disputes regarding the quality, minutes provided, cost, expiration, or other terms of the service must be handled directly between You (or the recipient of the service) and the provider. The terms and conditions set out in this section are applicable, mutatis mutandis, to other services available on the SAMVRUDDHI Platform including Sanatana Dharma Belief Services that may be offered on the SAMVRUDDHI Platform. SAMVRUDDHI will not be responsible for any failure on the part of any of its service providers in effecting a recharge.

#### **Refund Policy**

All services reserved and paid for using the SAMVRUDDHI Platform are final with no refund or exchange permitted. You are responsible for the specific service you reserved and paid for is deemed final. You are also responsible for the information relating to data provided by you for specific service and all charges that result from those purchases. SAMVRUDDHI is not responsible for any inaccuracy of the data provided by you. However, if in a transaction performed by You on the SAMVRUDDHI Platform, money has been charged to Your card or bank account and a reserved specific service within 24 hours of the completion of the transaction, then You shall inform us by sending an e mail to our customer services e mail address mentioned on the 'Contact Us' page on the SAMVRUDDHI Platform. Please include in the e-mail the following details – the mobile number, service name, transaction value, transaction date and order number. SAMVRUDDHI will investigate the incident and, if it is found that money was indeed charged to Your card or bank account without proper reservation, then You will be refunded the money within 21 working days from the date of receipt of Your e mail. All refunds will be credited to Your semi- closed wallet. You can

trigger a request in Your SAMVRUDDHI wallet to transfer the money from Your SAMVRUDDHI wallet back to source. It will take 3-21 working days for the money to show in Your bank account depending on Your bank's policy.

# Please read these terms of use carefully.

## **Disclaimer for donations**

- Customer/user can donate to selected shrines/place of worship/NGO/trust through SAMVRUDDHI Platform using a number of payment methods such as SAMVRUDDHI wallet/credit/ debit cards/internet banking.
- While availing donation services from SAMVRUDDHI Platform the Customer/user expressly agrees and affirms that:
  - This contribution is made from my own funds, and funds are not being provided to me by another person or entity for the purpose of making this contribution.
  - o I am at least eighteen years of age.
  - o I am making this contribution with my own personal card/funds and not with a corporate or business card/funds or any card/funds issued to another person.
- Any donation amount transferred erroneously or for any other reason by the Customer to any shrine/place of worship/NGO/trust shall not be refunded to the Customer by SAMVRUDDHI in any circumstances.
- SAMVRUDDHI reserves the right to modify or discontinue, temporarily or permanently the donation facility with or without notice at any time.
- Customer/user agrees to act in a responsible and legal manner when using the SAMVRUDDHI Platform. Customer/user shall comply with all applicable laws, rules and regulations and undertake not to use SAMVRUDDHI Platform for any unlawful purpose or in a manner which is likely to cause harm or offense to any other user, shrines, place of worship, NGO, trust and/or SAMVRUDDHI.
- SAMVRUDDHI's website/mobile application contains links to other websites, Customer/user agrees that when they click on any of such links for making donations, he/she will be entering another website for which SAMVRUDDHI has no responsibility. We encourage/advise you to read and agree the privacy statements on all such websites as their policies/terms & conditions may be different from SAMVRUDDHI, prior to making any donations.
- SAMVRUDDHI disclaims any accountability, legal, losses/damages or else, that might arise because
  of the act, omission or otherwise of any Customer/user on its website/mobile application, or
  caused by the same. Customer/user expressly admits that SAMVRUDDHI is only a "payment
  facilitator & intermediary" for making donations, and as such, stands indemnified from any
  accountability that might arise because of the same. Customer/user moreover acknowledges that
  visiting/using SAMVRUDDHI website/mobile application is an implicit reception/confirmation of this
  disclaimer on their part.
- Customer/user hereby expressly agrees to abide by all the terms and conditions applicable to SAMVRUDDHI Wallet Services provided in the applicable terms & conditions section of the SAMVRUDDHI website/mobile application.
- Customer agrees and confirm that SAMVRUDDHI shall not have any responsibility/liability in case
  tax exemption is denied to the Customer/user by any tax authority due to whatsoever reasons and
  Customer/user shall not raise any dispute/claim against SAMVRUDDHI. In such an event
  Customer/users shall approach the respective shrines/place of worship/NGO/trust for any
  query/claim.