

“EkamSikh” Mobile Application terms of use

General

By installing this Application (hereinafter referred to as “the Application” or “the App” or “the EkamSikh Application”), you agree to be bound by these terms of use (hereinafter referred to as “the App terms”).

Please review the App terms carefully before installation and/or acceptance. IF YOU DO NOT AGREE, DO NOT INSTALL THE APP.

Definition – EkamSikh Application

The “EkamSikh Application” shall mean the Divine Broadcasting Global Mobile Application mainly for Sikh / Punjabi Community provided and owned by EkamSikh Trust (hereinafter referred to as “EST”) to channel Sikh communication between local Gurudwaras’ management and the devotees. The EkamSikh Application may be used by EST to display knowledge base articles, sharing of pictures and videos between the devotees and Gurudwaras, surveys, opinions, invitation to the occasion, similar materials and EST’s other products and services, third-party banner advertisements or links/sharing option to the sites/applications owned/managed by third parties and to receive voluntary contribution from the devotees and Gurudwaras’ management. In addition to this, EST will also provide an online tool to Gurudwaras to receive e-contribution from the devotees/other Gurudwaras.

System requirements to use EkamSikh Application

In order to use the Application, you are required to have a compatible mobile telephone or handheld device, internet access and the necessary minimum specifications 'Software Requirements' such as Android 4.0 or iOS 8.0 and above; Language: English/Gurmukhi.

Data protection

Certain features and functionality of the EkamSikh App are available on the Website - www.ekamsikhtrust.org (hereinafter referred to as “the Website”). The use of the Website by any user shall also be governed by these App terms to the extent applicable. During registration with the EkamSikh mobile app or the Website (collectively referred to as “the Site”), you will require to provide your contact information, such as your real name, your phone numbers, email address, details of connected Gurudwaras or information obtained due to your login to the App through social media accounts such as Facebook, Twitter, Instagram, Google plus, YouTube etc.(“Personal Information”). You may also be asked to provide additional information to confirm your identity for password establishment, re-setting, and for other purposes. By providing Personal Information on the Site during registration, you consent to use of your Personal Information by EST and that EST may send you text messages, notifications, any updates, marketing information etc.. EST does not have any access to your Banking information submitted by you while making the contribution as they will be inputted through the third party payment processor’s payment process.

While EST attempts to protect all Personal Information, EST cannot ensure or warrant that Personal Information will be completely secure from misappropriation by hackers or from

other nefarious or criminal activities, or in the event of a failure of computer hardware, software, or a telecommunications network. EST will notify you in the event we become aware of a security breach involving your Personal Information stored by or for us. By disclosing your email address to us for any reason, you expressly consent to receive electronic notice from us in the event of such a security breach.

EST will also give you the option to share your content such as posts, comments, pictures, videos on or off the Site, which you will do at your own absolute discretion. Such information posted by you shall be treated as shared with the public audience (“Public information”). Public information is available to anyone on or off the Site and can be seen or accessed through other social media platforms such as Facebook, Twitter, Instagram, YouTube etc or online search engines. By posting any such content/public information, you agree and give your express consent that the other users or EST may download/re-share your contents with others on and off the Site like Facebook, Twitter, YouTube, Instagram etc.

When browsing the Site by you, we will attempt to collect your location through GPS in order to help you to pair you with nearby Gurudwara. You may remove the location sharing authorization at your own discretion.

If you do not wish to receive communications from the site, you may unsubscribe from the App any time.

Use and sharing of information

EST may disclose your Personal Information to its affiliates as well as third party partners as follows below:

- (a) Service Providers: Your information may be shared with third party service providers that assist EST in providing any service through the App and/or transferring financial contributions to entities.
- (b) Requirement of law: EST may also disclose your information if required or permitted to do so by law or in the good-faith or belief that such action is necessary to protect and defend the rights or property of EST or the users of the Site, to act under urgent circumstances to protect the safety of EST or its employees or a member of the public, or to comply with a judicial proceeding, court order, or legal process.
- (c) Sale or Acquisition of Assets: If EST becomes involved in a transaction involving the sale of its assets, such as a merger or acquisition, or if EST is transferred to another company or enters into a joint venture with another entity, EST may disclose and/or transfer your information to the other party as part of the transaction. If the surviving entity in that transaction is not EST, the resultant entity may use your information pursuant to their own privacy policies, and those policies may be different from this Privacy Policy.

Public Information:

Any communication or material that you will transmit to or post on any public area of the Site including any data, questions, comments, suggestions, pictures, videos or the like, is, and will be treated as your non-confidential and non-proprietary information. You, the other users or EST may download/share/re-share your contents with others on and off the Site like FaceBook, Twitter, YouTube, Instagram etc. The communication between Gurudwaras and Devotees will be done at their sole discretion. EST will not be responsible to protect the information that you will share with any third party whether other devotees or other Gurudwaras. EST expressly disclaims any right / remedy to you in case if you have any grievance relating to such communication. You may de-register from the Site at any time at your own will. EST reserves the right to remove any content/material or communication from the Site at its own discretion.

Updating information

If you ever wish to access your Personal Information, or to have your Personal Information deleted, updated, changed or modified, you may do so by changing the settings of your online account with the EkamSikh App.

Proprietary rights and licence

All text, graphics, user interfaces, visual interfaces, photographs, videos, trademarks, logos, sounds, music, artwork and computer code (hereinafter referred individually or collectively as “Content”), including but not limited to the design, structure, selection, coordination, expression, “look and feel” and arrangement of such Content, contained on the Site are owned either directly by EST or by EST’s licensors, and is protected by copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws. Your use of the Site does not grant you a right or license to use or reproduce any EST or third-party trademarks without first receiving the express permission of both EST and the Trademark owner.

EST hereby grants you a worldwide, conditional, non-exclusive, non-transferable royalty-free revocable licence to use the Application for your business and personal use in accordance with the App terms.

Conditions of Use

You will not, nor allow third parties on your behalf to (i) make and distribute copies of the Application (ii) attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the Application; or (iii) create derivative works of the Application of any kind whatsoever, without EST’s express prior written consent.

You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any other person’s use of the Site.

You will not use the Site or any Content for any purpose that is unlawful or prohibited by these App Terms or by law, or to solicit the performance of any illegal activity or other activity which infringes the rights of EST or others.

The Application is made available to you free of charge for your personal use. EST may permit the users to use the Site for your commercial purpose subject to the terms and conditions agreed between you and EST separately in writing. EST reserves the right to amend or withdraw the Application, or charge for the application or service provided to you in accordance with these App terms, at any time and for any reason. Any changes to the App terms will be notified to you through a notification through an SMS or a notification within the EkamSikh Application. It is also your responsibility to check the Website - www.ekamsikh.com regularly for changes to the App terms.

You will not attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site or to any EST server, or to any of the services offered on or through the Site, by hacking password or any other illegitimate means. You will not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity. You further agree that you will not:

- (i) submit material that is not authorized by the copyright owner, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publication rights, unless you are the owner of such rights or have permission from their rightful owner to post /display any content/material and grant EST all of the license / rights granted to you as mentioned herein;
- (ii) Publish falsehoods or misrepresentations that could damage the reputation of EST or any third party;
- (iii) Submit material that is unlawful, false, inaccurate, misleading, defamatory, libelous, threatening, pornographic, harassing, hateful, racially/ethnically or religiously offensive or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law or is otherwise inappropriate;
- (iv) Distribute or post spam, chain letters, advertisements, promotional materials, pyramid schemes or solicitations of business;
- (v) Harvest or otherwise collect information about users, including email addresses, without their consent.

You also grant EST the right to include your name and logo in press releases as well as other announcements on the Site.

Your continued use of the App or the Site following the posting of changes will mean that you accept and agree to the changes. If you do not accept a change, you may end this Agreement.

You acknowledge that the terms of agreement with your respective mobile network provider or internet provider ('Net Provider') will continue to apply when using the Application. As a result, you may be charged by the Net Provider for access to network connection services for the duration of the connection while accessing the Application or any such third party charges as may arise. You accept responsibility for any such charges that may arise. If you are not the bill payer for the mobile telephone or any other device being used to access the Application, you will be assumed to have received permission from the bill payer for using the Application.

Terms and conditions for contributions

EST expressly states that the contribution made to EST is subject to service charge, tax deduction and transaction fees for the payment gateway. Contribution made to Gurudwara is subject to service charge, transaction fees for the payment gateway and may also be subject to tax deduction which shall depend on the tax-exemption status of the respective Gurudwara. EST expressly disclaims any and all other warranties and makes no representation as to whether contributions made to EST/Gurudwaras are tax deductible in the hands of contributors. The respective devotees and/or beneficiary Gurudwaras are hereby advised to consult their tax attorneys in respect of contributions made herein as they shall have full responsibility for all applicable taxes for contributions made by them. Users (Gurudwaras as well as devotees) agree to indemnify, defend and hold EST harmless from any liability for, or assessment of, any claims or penalties with respect to any taxes or other legal requirements, including any liability for, or assessment of, direct/indirect taxes imposed on EST by the relevant tax authorities in India or abroad with respect to their respective contributions made to EST. EST shall have no liability for any claim by any Central or State tax authority with respect to any contribution made by you or any user on any applicable central or state tax return in India or abroad. A contribution made herein is voluntary in nature. The Contributors agree that they do not make any contribution herein for any financial / monetary returns such as equity or profit sharing in the assets belonging to EST and/or its associates, neither the contribution of any contributor shall be considered as a loan to EST and/or its associates and/or Gurudwara(s).

Other Terms and Conditions

Additional terms and conditions may apply to purchases of goods or services and to specific portions or features of the Site, including contests, promotions or other similar features, all of which terms are made a part of these App Terms 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 App Terms and the terms posted for or applicable to a specific portion of the Site or for any service offered on or through the Site, the latter terms shall control with respect to your use of that portion of the Site or the specific service.

Links to Other Sites

The Site may contain links to other independent third-party Websites, Applications and/or banner ads (“Linked Sites”). These Linked Sites are provided solely as a convenience to our visitors. Such Linked Sites are not under EST’s control and EST is not responsible for and does not endorse the content of such Linked Sites including any information or materials contained on such Linked Sites. You will need to make your own independent judgment regarding your interaction with these Linked Sites.

Availability

EST will use reasonable efforts to make the Application available at all times. However you acknowledge that the Application is provided over the internet and mobile networks and so the quality and availability of the Application may be affected by factors outside EST’s reasonable control. EST, its associate entities, licensors and sub-contractors do not accept any responsibility whatsoever for unavailability of the Application, or any difficulty or inability

to download or access content or any other communication system failure which may result in the Application being unavailable. EST will not be responsible for any support or maintenance for the Application.

Eligibility to use the site

By using the site, you represent and warrant that (1) all information you submit is truthful, current, complete and accurate; (2) your use of the site does not violate any applicable law or regulation; and (3) you are at least 18 years of age or have received parental consent and supervision when using the site. EST may, at its sole and absolute discretion and at any time, terminate your privilege to use this Site under emergency situations or for any other reason.

Modification, Suspension or Termination

EST may modify, suspend, or terminate your access to or use of our Site anytime for any reason, such as if you violate the letter or spirit of our Terms or create harm, risk, or possible legal exposure for us, our users, or others. EST reserves its absolute right to interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes or to terminate the EkamSikh Application as a whole at its own absolute discretion for any reason what so ever. Devotee-users have the right to terminate use of the Application at any time at their own will. However, Gurudwara user accounts cannot be terminated/deregistered without the approval of EST.

Upon any termination, (a) the rights and licenses granted to you herein shall terminate immediately; (b) you must cease all use of the Software immediately.

Limitation of liability

In no event will EST or its associate entities or its owners or management or staff be liable for any direct, indirect, special, punitive, exemplary or consequential losses or damages of any kind arising out of your use or access to the Application, including loss of profit or the like whether or not in the contemplation of the parties, whether based on breach of contract, tort (including negligence), product liability or otherwise.

EST is not liable to you for any damage or alteration to your equipment including but not limited to computer equipment, handheld device or mobile telephones as a result of the installation or use of the Application.

Disclaimers

To the maximum extent permitted by law, EST hereby disclaims all implied warranties with regard to the Application. The Application and software are provided "as is" and "as available" without warranty of any kind.

EST does not promise that the site or any content, service or feature of the Site will be error-free or uninterrupted or that any defects will be corrected or your use of the Site will provide specific results. All information provided on the Site is subject to change without notice.

EST cannot ensure that any files or other data you download from the Site will be free of viruses or contamination or destructive features. EST disclaims all warranties, express or implied, including any warranties of accuracy, non-infringement, merchantability and fitness for a particular purpose. EST disclaims any and all liability for the acts, omissions and conduct of any third parties in connection with or related to your use of the site and/or any EST services. You assume total responsibility for your use of the site and any linked sites. Your sole remedy against EST for dissatisfaction with the site or any content is to stop using the site or any such content.

The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

Indemnity

You agree to indemnify and hold EST, its trustees, officers, directors, partners, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against EST by any third party due to or arising out of or in connection with your use of the Site.

Governing Law and Dispute Resolution

You agree that all matters relating to your access to or use of the Site, including all disputes, will be governed by the laws of India without regard to its conflicts of laws provisions. In the event of any controversy or dispute between EST and you arising out of or in connection with your use of the Site, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law. The seat of mediation shall be New Delhi, India. You agree to the jurisdiction of courts in New Delhi, India and waive any objection to such jurisdiction or venue.

This policy was updated on January 03, 2018