

# EkamSikh

## Trust

### Privacy Policy



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## Privacy Policy EkamSikh Trust & EkamSikh Mobile App

Protecting your private information is our priority. This Statement of Privacy applies to the <http://www.ekamsikhtrust.org/> & "ekamsikh" Mobile App and governs data collection and usage. For the purposes of this Privacy Policy, unless otherwise noted, everything mentioned on the site is with reference to <http://www.ekamsikhtrust.org/>. This website is our Trust based website that describes all initiatives that we are performing under "EkamSikh Trust".

We do employ other companies to perform functions on our behalf, e.g. web site developers and marketing agencies. These other companies will have access to your personal information as necessary to perform their functions on our behalf, but they may not share that information with any third party or otherwise use that information.

[ekamsikhtrust.org](http://www.ekamsikhtrust.org/) & "EkamSikh" Mobile App is an online portal and collects a variety of personal data necessary to provide these/available services. By choosing to enter your personal information on this site you indicate your willingness to disclose this information to us. By registering you also agree that both [ekamsikhtrust.org](http://www.ekamsikhtrust.org/) & "EkamSikh" Mobile App, can use your information to contact you through regular emails and news for which you can unsubscribe if you wish at any time. If you do not wish to disclose this information, you cannot use our "EkamSikh" Mobile App though you still can visit our website.

[ekamsikhtrust.org](http://www.ekamsikhtrust.org/) & "EkamSikh" Mobile App reserves the right to change User IDs and Passwords at any time to protect the security of the site.

### Links

Please be aware that this website & Mobile App may contain links to third-party websites. This Privacy Policy applies solely to information collected by this website & Mobile App. This Privacy Policy does not apply to, nor is [ekamsikhtrust.org](http://www.ekamsikhtrust.org/) & "EkamSikh" Mobile App responsible for, any content, privacy practices, or conduct of such websites. We encourage our users to be aware when they leave our site or Mobile App to read the privacy policies of each and every website including those that collect personally identifiable information.

### Changes To The Privacy Policy

[ekamsikhtrust.org](http://www.ekamsikhtrust.org/) & "EkamSikh" Mobile App reserves the right to modify or amend the Privacy Policy at any time and for any reason. Please check back to this Privacy Policy from time to time to stay informed. Nothing contained in this Privacy Policy is intended to create a contract or agreement between the website and any user visiting the site or providing identifying information in any form.

### Use of Cookies

[ekamsikhtrust.org](http://www.ekamsikhtrust.org/) & "EkamSikh" Mobile App may use "cookies" to help you personalize your online experience. A cookie is a text file that is placed on your computer by a web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you and can only be read by a web server in the domain that issued the cookie to you.

One of the primary purposes of cookies is to provide a convenience feature to save you time. The purpose of a cookie is to tell the web server that you have returned to a specific page. For example, if you personalize [ekamsikhtrust.org](http://www.ekamsikhtrust.org/) & "EkamSikh" Mobile App, or



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register with Mobile App or services, a cookie helps the App to recall your specific information on subsequent visits. This simplifies the process of recording your personal information, such as your preferences, your resume, and so on. When you return to the same [ekamsikhtrust.org](https://ekamsikhtrust.org) & "EkamSikh" Mobile App, the information you previously provided can be retrieved, so you can easily use the Website or App features that you customized.

You have the ability to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of the [ekamsikhtrust.org](https://ekamsikhtrust.org) & "EkamSikh" Mobile App services or websites you visit.

### **Why are we asking for consent?**

At [ekamsikhtrust.org](https://ekamsikhtrust.org) & "EkamSikh" Mobile App we place great importance on our relationship with our users and we want to ensure that you fully understand why and how we collect and use your personal information in order to help you with your career search.

To this end we have prepared the following statement which explains our approach to your personal data and why we need it, and how you can manage your data.

Finally, we need you to confirm that give us consent to continue storing your personal data, so that we can provide the services you signed up for. This is a legal requirement as well as something we care a great deal about, so we ask that you read this statement carefully and make an informed decision based on the facts we have supplied.

If you are happy for us to continue to provide our great services to you and have already read the details on this page, you can give your consent via our consent form.

### **What type of data is collected?**

We usually collect the following data, although exactly what we have stored about you may vary depending on which of our services you have used: name, email address, contact details, profile picture, date of birth etc.... you may have uploaded.

In addition to the information our site directly collects from you, we may also use third-party services, such as Google Analytics, to help us to understand how visitors use our site. The information collected by these third-party services is typically focused on which pages are most often visited, how long users stay on a page, where they have come to the site from.

Generally, this information has limited personally identifiable data, but some services may record your IP address which could be used as a personal identifier.

### **Why do we need your personal data?**

We need to store a certain amount of personal data about you in order to be able provide you with our services and to improve our services and how we deliver them to you. This could be as little as your name and email address, but more often includes your contact details, gender, date of birth and so on.

Likewise, to provide you with information alerts, we need to know your email address and your search criteria, so that we can filter the jobs to your specific requirements and send to you at the interval you have chosen.



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[ekamsikhtrust.org](http://ekamsikhtrust.org) & "EkamSikh" Mobile App may also use your personally identifiable information to inform you of other products or services available from the website and its affiliates. [ekamsikhtrust.org](http://ekamsikhtrust.org) & "EkamSikh" Mobile App may also contact you via surveys to conduct research about your opinion of current services or of potential new services that may be offered. We may, from time to time, contact you on behalf of external business partners about a particular offering that may be of interest to you. In those cases, your unique personally identifiable information (e-mail, name, address, telephone number) is not transferred to the third party.

[ekamsikhtrust.org](http://ekamsikhtrust.org) & "EkamSikh" Mobile App may share data with trusted partners to help perform statistical analysis, send you email or postal mail, or provide customer support. All such third parties are prohibited from using your personal information except to provide these services to [ekamsikhtrust.org](http://ekamsikhtrust.org) & "EkamSikh" Mobile App, and they are required to maintain the confidentiality of your information. [ekamsikhtrust.org](http://ekamsikhtrust.org) & "EkamSikh" Mobile App may keep track of the websites and pages our users visit within website and App, in order to determine what services are the most popular. This data is used to deliver customized content and advertising within [ekamsikhtrust.org](http://ekamsikhtrust.org) & "EkamSikh" Mobile App to customers whose behavior indicates that they are interested in a particular subject area.

[ekamsikhtrust.org](http://ekamsikhtrust.org) & "EkamSikh" Mobile App will disclose your personal information, without notice, only if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on [ekamsikhtrust.org](http://ekamsikhtrust.org) & "EkamSikh" Mobile App; (b) protect and defend the rights or property of [ekamsikhtrust.org](http://ekamsikhtrust.org) & "EkamSikh" Mobile App; and, (c) act under exigent circumstances to protect the personal safety of our users, or the public.

### **Who has access to your personal data?**

[ekamsikhtrust.org](http://ekamsikhtrust.org) & "EkamSikh" Mobile App are the data processors and controllers and as such our management and employees may have access to your details, as governed by our data access/protection policy.

Our technology partner, may also need to access your details to provide technical support in some circumstances. But this access is strictly controlled and limited and your data will not be accessed or used beyond the scope of providing essential maintenance and technical support.

If we offer outsourced services that you opt to use, we may need to share selected data about you with these parties in order to deliver the service you have requested.

Third-party service providers such as Google Analytics or other services (e.g. social media sharing services, live chat support services, etc.), may also have limited access to data in the form of our IP address or similar data.

### **How you can manage your personal data?**

Sign in to your account, where you will be able to review your personal data and manage most aspects of the data we store about you from your account's profile dashboard.

We may also keep some information outside of our website to help us process applications and/or provide additional services to you. Please contact us if you would like more information on data we may store outside of our website.

### How long will we keep your personal data for?

Any information you supply may be retained until you update/remove your details. Please refer to our 'privacy policy' section for more details on how to manage this data.

Registration data (name, email address, contact details) needs to be kept so that we can provide you with an account and/or contact you with updates about your application(s).

### What happens if you don't consent?

All businesses that collect/process personal data are required by law to gain consent from their users to do so. We have taken great efforts to collect as little personal data as necessary to provide our services, and to make the process as transparent as possible. However, given the nature of the recruitment business and the application process, we do still need to collect and retain some personal data. If you do not supply consent or ask for consent to be removed at a later date, we'll comply with this by removing any personal data we hold about you. Where applicable, we'll also remove your account from our systems (as your login details constitute personal data). You will always be more than welcome to come back and re-register with us or apply to any jobs we have posted though, whether that's now or in the future though.

### Information Sharing and Disclosure

[ekamsikhtrust.org](http://ekamsikhtrust.org) & "EkamSikh" Mobile App does not rent, sell, or share personal information about you with other people (save with your consent) or non-affiliated companies except to provide products or services you've requested, when we have your permission, or under the following circumstances

- We provide the information to trusted partners who work on behalf of or with [ekamsikhtrust.org](http://ekamsikhtrust.org) & "EkamSikh" Mobile App under confidentiality agreements. These companies may use your personal information to help us communicate with you about offers from website and our marketing partners. However, these companies do not have any independent right to share this information.
- We respond to subpoenas, court orders, or legal process, or to establish or exercise our legal rights or defend against legal claims;
- We believe it is necessary to share information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of Info Edge India Limited's terms of use, or as otherwise required by law.
- We transfer information about you if [ekamsikhtrust.org](http://ekamsikhtrust.org) & "EkamSikh" Mobile App is acquired by or merged with another company.
- [ekamsikhtrust.org](http://ekamsikhtrust.org) & "EkamSikh" Mobile App displays targeted advertisements based on personal information. Advertisers (including ad serving companies) may assume that people who interact with, view, or click on targeted ads meet the targeting criteria - for example, women ages 18-24 from a particular geographic area.
- [ekamsikhtrust.org](http://ekamsikhtrust.org) & "EkamSikh" Mobile App does not provide any personal information to the advertiser when you interact with or view a targeted ad. However, by interacting with or viewing an ad you are consenting to the possibility that the advertiser will make the assumption that you meet the targeting criteria used to display the ad.



## Donations & Refund Policy

EkamSikh Trust takes the utmost care to process donations as per the instructions given by our donors, online and offline. However, in case of an unlikely event of an erroneous donation or if the donor would like to cancel his donation, we will respond to the donor within 7 working days of receiving a valid request for refund from the donor. The timely refund of the donation will depend upon the type of credit card/banking instrument used during the transaction. The donor will have to send our Trust a written request for a refund within 2 days of making the donation to official address or email [reachout@ekamsikhtrust.org](mailto:reachout@ekamsikhtrust.org) along with :

- Proof of the deduction of the donation amount.
- In cases where the donation receipt has already been issued to the donor, the donor will have to return the original receipt to us at our office addresses.
- If the tax exemption certificate is already issued, then we are sorry, but we will not be able to refund the donation. However, in case of a valid refund request due to any error on our part, we will refund the donation and bear the costs of the same.

## Consent and Changes to the Privacy Policy

Users are reminded that by using the Services on the Site, you signify your agreement to this Privacy Policy and consent to our collection and use of your Information. If you do not agree to this Privacy Policy, please do not use the Services. [ekamsikhtrust.org](http://ekamsikhtrust.org) & "EkamSikh" Mobile App reserves the right to update, revise, modify or amend this Privacy Policy at any time to reflect changes to our privacy policies and procedures by publishing the updated version on the Site. Your continued use of the Site and its Services will constitute your acceptance of the changes to the Privacy Policy. Therefore, we encourage Users to review this webpage regularly for the latest information on our privacy practices.

**If you have any questions about your personal information,**  
**contact [reachout@ekamsikhtrust.org](mailto:reachout@ekamsikhtrust.org)**

**Privacy Policy was modified as on 31<sup>st</sup> October 2020**

# EkamSikh

## Terms of Services

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## **"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, Kirtan Jathas 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](http://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 EST 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 input through the third-party payment processor's payment process.





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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, suggestion, 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 license

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 license 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.



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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.ekamsikhtrust.org](http://www.ekamsikhtrust.org) 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 subject to



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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 adds ("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



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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 whatsoever. 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, 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.

**Privacy Policy was modified as on 31<sup>st</sup> October 2020**