# **Terms & Conditions**

This notice is issued by the Bhaskara Prakasha Ashram ("Service Provider").

These terms and conditions (the "Agreement") apply to the entire website, applications and their contents under the name Bhaskara Prakasha Ashram (the "Website") or Bhaskara Prakasha Ashram (the "Application") and to any communication between you and Service Provider, whether oral, in writing, or in electronic form. Please read these terms carefully before using this Website or Application. Using any part of this Website or Application indicates that you accept these terms regardless of whether you purchase any product or service from Service Provide, or donate/contribute to Service Provider. If you do not accept this legal notice in full, please exit this Website or Application immediately. In addition to reviewing this Agreement, please read the Privacy Policy featured under Terms of Use on the Service Provider website. Your use of the Website or Application constitutes agreement to their terms and conditions as well.

Service Provider may revise this legal notice at any time by updating this posting. You should check this page from time to time to review the then-current legal notice, because it is binding on you. Certain provisions of this legal notice may be superseded by expressly designated legal notices or terms located on particular pages at this Website or Application.

Failure to follow these rules, whether listed below or otherwise posted at various points in the Website or Application, may result in suspension or termination of your access to the Website or Application, without notice, in addition to Service Provider's other remedies.

## 2. Age Restriction

You represent and warrant that you are at least fifteen (15) years old and that you possess the legal right and ability to enter into this Agreement and to use the Website and Application in accordance with this Agreement. If you are under the age of eighteen, you may use this website only with the consent of your legal guardian or educational authority.

### 3. Copyrights and Trademarks

All materials on the Website and the Application, including but not limited to text, images, code, software, audio, video clips, design, compilation, "look and feel" of the Website and Application, and other material (collectively, the "Materials") are owned or controlled by Service Provider, which retains all rights, title, and interest in and to the Materials. The Website, Application and Materials are protected by the copyright and trademark laws of the U.S. and other countries, international conventions, and other applicable laws.

You may not download, display, record, reproduce, create derivative works from, transmit, sell, distribute, or in any way exploit the Website or Application or any portion thereof for any public or commercial use without the express written permission of Service Provider.

You agree not to disrupt, overwhelm, attack, modify, reverse engineer or interfere with the Website, Application or its associated software, hardware and/or servers in any way, and you agree not to impede or interfere with others' use of the Website and Application Other than connecting to Service Provider's servers by https requests using a Web browser, you may not attempt to gain access by any means – including, without limitation, by using administrator passwords or by masquerading as an administrator while using the Website or Application or otherwise.

4. Disclaimer of Warranty and Limitation of Liability

You acknowledge that you are using the Website at your own risk. The Website and Application, including but not limited to the content, software, functions, materials and information made available thereon or accessed by means thereof, is provided AS IS, without warranties of any kind, either expressed or implied, including, but not limited to, any reliability, accuracy, merchantability, fitness for a particular purpose, title, compatibility, security, accuracy, non-infringement, or any other warranty, guarantee, condition or representation whether oral, in writing, or in electronic form, including but not limited to accuracy or completeness of any information contained therein or provided by the Website or Application. To the fullest extent permissible by law, Service Provider, its affiliates and licensors make no warranties and shall not be liable for the use of this site under any circumstances, including but not limited to negligence by Service Provider. Service Provider does not warrant that the functions contained in the site or the services, fee-based or otherwise, will be uninterrupted or error-free, that defects will be corrected, that the Website or the Application will meet any particular criteria of performance or quality, or that the Website or the Application, including forums or the server(s) on which they are operated, are free of viruses or other harmful components.

You assume full responsibility and risk of loss resulting from your downloading, accessing or use of files, information, communications, content, or other material (including without limitation software) accessed through or obtained by means of the Website or Application. Under no circumstances shall Service Provider, its affiliates and licensors, or any provider of telecommunications or network services for Service Provider or the affiliates, be liable for any indirect, punitive, special, or consequential damages that are directly or indirectly related to the use of, or the inability to use, the Website or the Application, even if Service Provider, its affiliates, licensors, or their providers of telecommunications or network services has been advised of the possibility of such damages. To that end, the Service Provider, its affiliates and licensors hereunder have no liability. You hereby agree to release Service Provider, its affiliates and licensors, and each of their respective directors, officers, representatives, volunteers and agents from claims and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with your use of the Website and the Application. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you. If you are a California resident, you waive California Civil Code Section 1542, which states, in part: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

#### 7. Payment

You agree to pay through non refundable donation/contribution, using the credit card information you provided us, the charges incurred on your account in order to access any Materials or services.

#### 8. Termination

Service Provider reserves the right to restrict, suspend or terminate your access to its Materials and services (contribution based or otherwise), in whole or in part, with respect to any breach or suspended breach of any portion of this Agreement. In the event of such a termination, there will be no refunds.

9. Refund/Cancellation Policy

There will be no refunds offered for any contributions made for access to Materials on the Website or Application.

10. Modification of the Website and Application

Service Provider may modify the Website or the Application in any way at any time. Service Provider may impose limits on any Website and Application features and/or services or restrict your access to parts or all of the Website or the Application without notice or liability.