

TERMS & CONDITIONS

IMPORTANT LEGALLY BINDING AGREEMENT

The following are the terms and conditions of a legal agreement between you and K P Sanghvi Religious Trust and its facility or campus or temple premises generally known as Shree Pavapuri Tirthdham, Sirohi as well as its affiliates and fellow trusts (collectively, "KP Sanghvi", "Trust", "Religious Trust", "Pavapuri Tirthdham", "Shree Pavapuri Tirthdham", "Tirth" or any other such name or words that may be used in relation to them and "we", "us" or "our"). These below-mentioned terms and conditions are applicable to the web site located at <http://www.pavapuri.com> and all of our associated web sites linked to <http://www.pavapuri.com> by Trust as well as the services accessible therefrom (collectively, the "Site" or the "Web Site"). Please read these terms and conditions (the "T&C") carefully. You agree unconditionally to be bound by these T&C by viewing, accessing or in any manner using the Web Site. These T&C constitute an agreement between you and Trust and govern your use of, and any purchase from, the Site. Trust reserves the right to change or modify any of these T&C or any policy or guideline of the Web Site at any time, and in its sole discretion. Any change or modification will be effective immediately upon posting of the revisions on the Web Site. Your use of the Site after the posting of changes or modifications to the T&C will constitute your acceptance of such changes or modifications. Hence, you need to frequently review these T&C and any other applicable policies from time-to-time to understand the T&C that apply to your use of the Site. The access and use of this Web Site is provided to you on the condition that you accept the T&C in their entirety without modifications or reservation of any kind. Use of the Web Site is undertaken at your own risk. IF YOU DO NOT AGREE WITH THE T&C OR ANY PART THEREOF, OR DO NOT WISH TO BE BOUND BY THEM, PLEASE DO NOT USE OR ACCESS THE WEB SITE OR DOWNLOAD MATERIALS FROM THE WEB SITE

Information on the Web Site

Our objective is to provide you with details and information about Trusts. We try makes every attempt to ensure that information made available on the Site is as complete and accurate as possible. However, the Site may contain inaccuracies or errors, including, without limitation, technical inaccuracies and typographical errors. Trust reserves the right to correct any errors, inaccuracies or omissions, although Trust will not have an obligation to make any such corrections, and Trust reserves the right to change or update information contained in the Site at any time without prior notice to you. Without limitation of any other provisions of these T&C, Trust shall not be liable to you for any inaccuracies or errors contained on the Site.

Site Content

All content and other materials on the Site, including, without limitation, the site in whole, the Trust logo, and all designs, text, graphics, pictures, selection, coordination, 'look and feel', information, data, software, sound files, other files and the selection and arrangement thereof (collectively, the "Site Contents") are the proprietary property of Trust and/or licensors and are protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws. Except as may otherwise be expressly provided in these T&C or on the Site, you may not copy, imitate, use, download, modify, publish, transmit, retransmit, transfer, sell, license, reproduce, create derivative works from, distribute, perform, display, rearrange, redistribute, alter, crop, re-size, reverse engineer, move, remove, delete or in any way exploit or make commercial use of, any of the Site Contents, in whole or in part, directly or indirectly, without the prior written consent of Trust in each instance or unless any such restriction(s) on use of the Site Contents is prohibited by applicable law.

The Web Site may contain facts, views, opinions and statements of third parties, visitors and other organizations. Trust does not represent or endorse the accuracy or reliability of any advice, facts, views, opinions, statements or other information displayed or distributed through the Web Site. You acknowledge that any reliance upon any such advice, facts, views, opinions, statements or other information shall be at your sole risk and you agree that Trust shall not be held responsible or liable, directly or indirectly, for any loss or damage caused or alleged to have been caused in any way whatsoever related to any advice, facts, views, opinions, statements or other information displayed or distributed on the Web Site.

Online Donation Services

In using the online donation services, of KP Sanghvi Religious Trust for its facility / temple premises known as "Shree Pavapuri Tirth" or "Shree Pavapuri Tirthdham" or "Shree Pavapuri Tirth - Jeev Maitridham", (hereby referred to as The Temple); through its website <http://www.pavapuri.com> you (hereby referred to as The User) are deemed to have accepted the terms and conditions listed below. The Temple reserves the right to add, delete, alter or modify these terms and conditions at any time. The User is therefore advised to read carefully these terms and conditions each time he or she uses the e-Donation/online donation services of The Temple.

Registration Obligations

To use the e-Donation/online donation services on the Website, you may be required to register by completing a registration form and designating a username, password and/or other registration information ("Registration Data"). During registration, you agree to: (a) provide true, accurate, current and complete Registration Data about yourself as prompted by the registration form and (b) maintain and promptly update the Registration

Data to keep it true, accurate, current and complete. Registering with the Site will signify your agreement that all Registration Data provided is complete, accurate and up-to-date and an acknowledgement that you are responsible for updating your Registration Data as necessary. You may not impersonate, imitate or pretend to be somebody else when registering and/or setting up an account on the Site. If you provide any information that is untrue, inaccurate, out-of-date or incomplete, or the Trust has grounds to suspect that such information is untrue, inaccurate, out-of-date or incomplete, the Trust may suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof). You may not authorize any third party to use your Registration Data. You may not sublicense, transfer, sell or assign your Registration Data to any third party without the Trust's prior written approval. Any attempt to do so will be void from inception and a material breach of these T&C. You are responsible for maintaining the confidentiality and security of your Registration Data, and are fully responsible for all activities that occur under your Registration Data. You agree to notify the Trust immediately and in no event later than 24 hours after any unauthorized use of your Registration Data or any other breach of security. You are solely responsible for any and all use of such Registration Data. the Trust has the right to rely on any information you provide to us and shall have no liability for any such reliance. The Trust cannot and will not be liable for any loss or damage arising from any unauthorized use of your account. Without limiting the foregoing and for the avoidance of doubt, the Trust reserves the right to terminate your account without prior notice if your Registration Data contains any untruthful or inaccurate information. The collection and use of all information submitted in connection with registration is subject to the terms of the Trust's Privacy Policy. The Trust reserves all rights to review your Registration Information and allow or disallow your membership to the Site. Membership to the Site is void where prohibited.

All products/services and information displayed on Pavapuri.com/e-Donation constitute an "invitation to offer". Your order for performing Donation/accept your offerings constitutes your "offer" which shall be subject to the terms and conditions as listed below. The Temple reserves the right to accept or reject your offer. The agreement between you and the Temple shall be subject to the following terms and conditions:-

1. The User certifies that he/she is at least 18 (eighteen) years of age or has the consent of a parent or legal guardian.
2. These terms and conditions supersede all previous representations, understandings, or agreements and shall prevail notwithstanding any variance with any other terms of any order submitted. By using the e-Donation/online donation services of the Temple you agree to be bound by the Terms and Conditions.
3. All amounts, unless indicated otherwise are in Indian Rupees.

4. The Temple reserves the right to refuse or cancel any donation. This shall be regardless of whether the order has been confirmed and/or payment been levied via credit card. In the event the payment has been processed by the Temple, the same shall be credited to your credit card account and duly notified to you by email.

6. In a credit card transaction, you must use your own credit card. The Temple will not be liable for any credit card fraud. The liability to use a card fraudulently will be on the user and the onus to 'prove otherwise' shall be exclusively on the user

7. Any request for cancellations of donations once duly placed on the site, shall not be entertained.

9. The Temple shall not be liable for any delay / non-delivery of the Donation due to non-availability of internet connection, flood, fire, wars, acts of God or any cause that is beyond the control of The Temple.

10. The User agrees to use the services provided by The Temple, its service providers, consultants and contracted companies, for lawful purposes only.

11. The User agrees to provide authentic and true information. The Temple reserves the right to confirm and validate the information and other details provided by the User at any point of time. If upon confirmation such User details are found not to be true (wholly or partly), the Temple has the right in its sole discretion to reject the registration and debar the User from using the Services of Pavapuri.com e-Donation, and / or other online offerings facilities without prior intimation whatsoever.

12. The Temple will not be responsible for any damage suffered by users from use of the services on this site. This without limitation includes loss of revenue/data resulting from delays, non-deliveries, missed deliveries, or service interruptions as may occur because of any act / omission of any of the service enablers. This disclaimer of liability also applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorised access to, alteration of, or use of record, whether for breach of contract, tortuous behaviour, negligence, or under any other cause of action.

13. The User expressly agrees that the use of service(s) of Pavapuri.com e-Donation /online offering are at the User's sole risk. The Service(s) of Pavapuri.com e-Donation /online offering system is provided on an "as is" basis without warranties of any kind, whether express or implied. The Temple, its service providers, employees, agents, consultants, contracted companies make no warranties of any kind, whether expressed or implied, for the service it is providing or as to the results that may be obtained from use of the Service, or as to the accuracy, reliability or content of any information, service, or

merchandise provided through this Service. The Temple does not represent or warrant to maintain the confidentiality of information; although the Temple's current practice is to utilize reasonable efforts to maintain such confidentiality.

14. This agreement shall be construed in accordance with the applicable laws of India. The Courts at Sirohi shall have exclusive jurisdiction in any proceedings arising out of this agreement.

CANCELLATION / REFUND POLICY:

Donations made once cannot be Cancelled, Refunded or Transferred.

Indemnification

You hereby agree, at your expense, to indemnify, defend and hold the Trust, its independent contractors, service providers, consultants, successors, assigns, affiliates, agents and licensors and their respective directors, officers, employees and representatives (collectively, "indemnitees"), harmless from and against any and all loss, cost, damages, liability, and/or expense (including, but not limited to, reasonable attorneys' fees) arising out of or relating to (a) third party claims, actions or allegations of infringement based on information, data or content you submitted in connection with the site; (b) any fraud or manipulation, or other breach of this T & C by you; (c) third party claims, actions or allegations brought against any indemnitee arising out of your use of the site and/or content; (d) activity that occurs under your account; (e) your infringement or violation of any laws, regulations, restrictions or rules applicable to the site and/or the site contents; and/or (f) your violation of the rights of any third party.

Your Representations and Warranties.

Without limiting any of the other representations and warranties made by you in these T&C, you represent and warrant that you will: (a) comply with all laws, rules and other regulations applicable in connection with the Site; (b) not interfere or disrupt networks connected to the Site; (c) not use the Site to infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (d) not use or transmit through the Site any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature; and (e) not interfere with another user's use and enjoyment of the Site.

Disclaimer of Warranty

Except as may be provided to the contrary in a writing by the Trust, your use and browsing of, and any reliance by you upon, the site is at your own risk. If you are dissatisfied with

the site, or with the T & C, or any portion thereof, your sole and exclusive remedy is to discontinue accessing and using the site. To the maximum extent permitted by law, the site and all content, software, documents and material accessible from the site are provided "as is", "as available", with all faults and without warranty of any kind, whether express, implied or statutory, including, without limitation, implied warranties of merchantability, fitness for a particular purpose (even if the Trust has been made aware of such purpose), title, and non-infringement as to the information, content, and materials in our site. The Trust does not represent or warrant that materials in our site or the services are accurate, complete, reliable, current or error-free. The Trust does not represent or warrant that our site or its servers are free of viruses or other harmful components. Without limiting the foregoing, the Trust does not warrant and specifically disclaims any warranties that the operation of the site will be uninterrupted or error free, or that defects in the site be corrected. No oral or written information or advice given by the Trust or an authorized representative of the Trust shall create a warranty.

Limitation of Liability

In no event shall the Trust, its independent contractors, service providers, consultants, successors, assigns, affiliates, agents and licensors or their respective directors, partners, officers, employees or representatives be liable for any direct, special, incidental indirect, or consequential damages, or any other damages of any kind, or for any losses or expenses, including but not limited to loss of use, loss of profits, or loss of data, whether in an action in contract, tort (including but not limited to negligence), injury or damages caused by any content, documents, software, materials or information received from or through the use of the site, any email distributed to any user or any third party sites or use thereof or inability to use by any party, or otherwise, arising out of or in any way connected with the use of the site, the products / services, or the content contained in or accessed through the site, including without limitation any damages caused by or resulting from reliance by any user on any information obtained from the Trust, or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from acts of god, communications failure, theft, destruction or unauthorized access to kps's records, programs or services, even if an indemnitee, is advised of the possibility of such injury, damages, losses or expenses.

You specifically acknowledge and agree that the Indemnitees are not liable for any defamatory, offensive or illegal conduct of any user. In addition, while the Trust intends to take reasonable steps to prevent the introduction of viruses or other destructive materials to the Site, the Trust does not warrant, guarantee or make any representations that the Site, or any Site Contents, shall be available for downloading, or will be free of

viruses, spyware or destructive materials and the Indemnitees shall not be liable, for any viruses, spyware or other destructive materials that may infect your computer equipment or other property on account of your access to, use of, or browsing of, the Site or the server that makes it available, or your uploading of any content to the Site.

Applicable Law and Venue

These T&C shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. You may not assign or otherwise transfer by operation of law or otherwise these T&C or any rights or obligations herein. These T&C and your use of the Site will be governed by and construed in accordance with the laws of India, applicable to agreements made and to be entirely performed within India, without resort to its conflict of law provisions. You agree that the Courts of Mumbai alone and no other courts shall have the jurisdiction to entertain and try any action at law or in equity arising out of or relating to these T&C shall be filed only in the courts located in India and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of your use of the Site, any purchase from this site, or these T&C.

Modification and Notice.

You agree that KPS may modify these T&C and any other policies on our Site at any time and that posting the modified T&C or policies on our Site will constitute sufficient notice of such modification.

Termination

Notwithstanding any of these T&C, the Trust reserves the right, without notice and in its sole discretion, to terminate your license to use the Site, and to block or prevent your access to and use of the Site. The Trust may change, suspend or discontinue all or any aspect of the Site at any time, including the availability of any feature, database, or Site Contents, without prior notice or liability to you. Once access to the site is restricted, suspended or terminated, any data stored on the site may not be retrieved.

Severability

These T&C constitute the entire agreement between you and the Trust relating to the subject matter hereof and shall not be amended, modified or revised by you. If any provision of these T&C shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these T&C and shall not affect the validity and enforceability of any remaining provisions.