

On 11 January 2019, oBK adopted amended Terms of Service, providing as follows:

Welcome to the onlinelearning site of the Brahma Kumaris (oBK). This site is operated by 3iMOOX.org, a charitable organisation registered in The Netherlands (RSIN 859487544). 3iMOOX.org has partnered with Brahma Kumaris Centers for Spiritual Learning registered with the Australian Charities and Not-for-profits Commission (ABN 15 286 324 686) to design, develop and operate Massive Open Online Courses (MOOCs) on meditation and related topics.

Please read these Terms of Service ("TOS") prior to registering for an account on onlinelearning.brahmakumaris.org or using any portion of the oBK website or mobile applications (collectively, the "oBK Site," which consists of all content and pages located within the onlinelearning.brahmakumaris.org web domain and all oBK mobile applications), including accessing any course material, chat rooms, or other electronic services. These TOS are agreements (the "Agreements") between you and 3iMOOX.org (referred to in the remainder of this document as 3iMOOX). By using the oBK Site, you accept and agree to be legally bound by the Agreements, whether or not you are a registered user. Please also read the Privacy Policy for the oBK Site before you use any portion of the oBK Site. The Privacy Policy describes how your personal data is collected and processed when you use the oBK Site. If you do not understand or do not wish to be bound by the terms of the Agreements or Privacy Policy, you should not use the oBK Site.

3iMOOX reserves the right to modify these TOS at any time without advance notice. Any changes to these TOS will be effective immediately upon posting on this page, with an updated effective date. By accessing the oBK Site after any changes have been made, you signify your agreement on a prospective basis to the modified TOS and all of the changes. Be sure to return to this page periodically to ensure familiarity with the most current version of these TOS.

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RULES FOR ONLINE CONDUCT

You agree that you are responsible for your own use of the oBK Site and for your User Postings. "User Postings" means all content submitted, posted, published, or distributed on the oBK Site by you or other users of the oBK Site, including but not limited to all forum posts, wiki edits, notes, questions, comments, videos, and file uploads. You agree that you will use the oBK Site in compliance with these Agreements, and all applicable local, state, national and international laws, rules and regulations, including copyright laws, any laws regarding the transmission of technical data exported from your country of residence.

As a condition of your use of the oBK Site, you will not use the oBK Site in any manner intended to damage, disable, overburden, or impair any oBK server or the network(s) connected to any oBK server or to interfere with any other party's use and enjoyment of the oBK Site. You may not attempt to gain unauthorized access to the oBK Site, other accounts, computer systems, or networks connected to any oBK server through hacking, password mining, or any other means. You may not obtain or attempt to obtain any materials or information stored on the oBK Site, its servers, or associated computers through any means not intentionally made available through the oBK Site. If you are a registered user, you will not share your password or let anyone else access or compromise your account. Furthermore, you agree not to scrape, or otherwise download in bulk, any oBK Site content, including but not limited to a list or directory of users on the system, User Postings or user information, online textbooks, course materials, or trademarks and logos. You agree not to misrepresent or attempt to misrepresent your identity

while using the oBK Site (although you are welcome and encouraged to use an anonymous username in the forums and to act in a manner that keeps your identity concealed).

STRICTLY PROHIBITED ITEMS

THE FOLLOWING ITEMS ARE STRICTLY PROHIBITED ON THE oBK SITE:

- Content that defames, harasses or threatens others;
- Content that discusses illegal activities with the intent to commit them;
- Content that infringes another's intellectual property, including, but not limited to, copyrights or trademarks;
- Profane, pornographic, obscene, indecent or unlawful content;
- Advertising or any form of commercial solicitation;
- Content related to partisan political activities;
- Viruses, trojan horses, worms, time bombs, corrupted files, malware, spyware, or any other similar software that may damage the operation of another's computer or property; and
- Content that contains intentionally inaccurate information or that is posted with the intent of misleading others (this list, collectively, “Strictly Prohibited Items”).

You may not submit, post, publish, share, or otherwise distribute any of the above Strictly Prohibited Items on or via the oBK Site.

USER ACCOUNTS

In order to create a user account, you must provide your full name, an email address, a public username, and a user password. You agree that you will never divulge or share access or access information for your user account with any third party for any reason. In setting up your user account, you may be prompted to enter additional optional information (e.g., your year of birth). You represent that all information provided by you is accurate and current. You agree to maintain and update your information to keep it accurate and current. We care about the confidentiality and security of your personal information. Please see the Privacy Policy for more information about the collection and use of data on the oBK Site.

YOUR RIGHT TO USE CONTENT ON THE oBK SITE

Unless indicated as being in the public domain, the content on the oBK Site is protected by Dutch copyright laws. Unless otherwise expressly stated on the oBK Site, the texts, tests, video,

images, and other instructional materials provided with the courses offered on the oBK Site are for your personal use in connection with those courses only. We aim to make much of the oBK course content available under more open license terms that will help create a vibrant ecosystem of contributors and further 3iMOOX's goal of making education accessible and affordable to the world. Certain reference documents, digital textbooks, articles, and other information on the oBK Site are used with the permission of third parties, and use of that information is subject to certain rules and conditions, which will be posted along with the information. By using the oBK Site, you agree to abide by all such rules and conditions.

You agree to retain all copyright and other notices on any content you obtain from the oBK Site. All rights in the oBK Site and its content, if not expressly granted, are reserved.

Use for Personalization and Pedagogical Improvements.

Our goal is to provide current and future visitors to the oBK Site with the best possible educational experience. To further this goal, we sometimes present different users with different versions of course materials and software. We do this to personalize the experience to the individual learner (to assess the learner's level of ability and learning style, and present materials best suited to the learner), to improve our understanding of the learning process, and to evaluate and improve the effectiveness of our course materials, platform features, and offerings. We may publish or otherwise publicize results from this process, but, unless otherwise permitted under the Privacy Policy, those publications or public disclosures will not include your personal information.

USER POSTINGS

User Postings Representations and Warranties

By submitting or distributing your User Postings, you affirm, represent, and warrant (1) that you have the necessary rights, licenses, consents, and/or permissions to reproduce and publish the User Postings and to authorize 3iMOOX and OBK users to reproduce, modify, publish, and otherwise use and distribute your User Postings in a manner consistent with the licenses granted by you below, and (2) that neither your submission of your User Postings nor the exercise of the licenses granted below will infringe or violate the rights of any third party. You, and not 3iMOOX or its Partners, are solely responsible for your User Postings and the consequences of posting or publishing them.

License Grant to 3iMOOX

By submitting or distributing your User Postings, you hereby grant to 3iMOOX a worldwide,

non-exclusive, transferable, assignable, sub licensable, fully paid-up, royalty-free, perpetual, irrevocable right and license to host, transfer, display, perform, reproduce, modify, distribute, redistribute, relicense, and otherwise use, make available, and exploit your User Postings, in whole or in part, in any form and in any media formats and through any media channels (now known or hereafter developed).

License Grant to oBK Users

By submitting or distributing your User Postings, you hereby grant to each user of the oBK Site a non-exclusive license to access and use your User Postings in connection with their use of the oBK Site for their own personal purposes.

CERTIFICATES AND OTHER PRODUCTS & SERVICES

3iMOOX may offer Certificates of Achievement for courses for learners who have satisfactorily demonstrated mastery of the course or program material. Certificates will be issued by 3iMOOX under the name of Brahma Kumaris Australia, the organisation from where the course originated. The decision whether a Certificate will be awarded to a given student will be solely within the discretion of 3iMOOX. 3iMOOX and/or its partners providing courses on the Site may choose not to offer a Certificate for some courses.

TRADEMARKS

Use of 3iMOOX and Brahma Kumaris Name, Trademark, and Service Mark

The 3iMOOX and Brahma Kumaris name, logo and seal are trademarks ("Trademarks") of 3iMOOX and the Brahma Kumaris, respectively. You may not use any of these Trademarks, or any variations thereof, without the owner's prior written consent. You may not use any of these Trademarks, or any variations thereof, for promotional purposes, or in any way that deliberately or inadvertently claims, suggests or, in the owner's sole judgment, gives the appearance or impression of a relationship with or endorsement by the owner.

All Trademarks not owned by 3iMOOX that appear on the oBK Site or on or through the services made available on or through the oBK Site, if any, are the property of their respective owners. Nothing contained on the oBK Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the oBK Site without the written permission of the owner of the applicable Trademark.

DIGITAL MILLENNIUM COPYRIGHT ACT

Copyright owners who believe their material has been infringed on the oBK Site should contact contact@3imoox.org. Notification must include:

- Identification of the copyrighted work, or, in the case of multiple works at the same location, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity. You must include sufficient information for us to locate the material (e.g., URL, IP address, computer name).
- Information for us to be able to contact the complaining party (e.g., email address, phone number).
- A statement that the complaining party believes that the use of the material has not been authorized by the copyright owner or an authorized agent.
- A statement that the information in the notification is accurate and that the complaining party is authorized to act on behalf of the copyright owner.

Disclaimers of warranty / limitations of liabilities

The oBK site and any information, content or services made available on or through the oBK site are provided "as is" and "as available" without warranty of any kind (express, implied or otherwise), including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, and non-infringement, except insofar as any such implied warranties may not be disclaimed under applicable law. 3iMOOX and the 3iMOOX partners (as hereinafter defined) do not warrant that the oBK site will operate in an uninterrupted or error-free manner, that the oBK site is free of viruses or other harmful components, or that the courses or content provided will meet your needs or expectations. 3iMOOX and the 3iMOOX Partners also make no warranty about the accuracy, completeness, timeliness, or quality of the oBK site or any courses or content, or that any particular courses or content will continue to be made available. "3iMOOX partners" means the entities providing information, content, or services for the oBK site, the course instructors, and their teams.

Use of the oBK site, and the content and services obtained from or through the oBK site, is at your own risk. Your access to or download of information, materials, or data through the oBK site or any reference sites is at your own discretion and risk, and you will be solely responsible for any damage to your property (including your computer system) or loss of data that results from the download or use of such material or data, unless otherwise expressly provided for in the privacy policy.

User Postings Disclaimer

You understand that when using the oBK Site you will be exposed to User Postings from a variety of sources and that neither 3iMOOX nor the 3iMOOX Partners are responsible for the accuracy, usefulness, reliability or intellectual property rights of or relating to such User Postings. You further understand and acknowledge that you may be exposed to User Postings that are inaccurate, offensive, defamatory, indecent or objectionable and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against 3iMOOX or any of the 3iMOOX Partners with respect thereto. Neither 3iMOOX nor any of the 3iMOOX Partners endorse any User Postings or any opinion, recommendation or advice expressed therein. Neither 3iMOOX nor any of the 3iMOOX Partners have any obligation to monitor any User Postings or any other user communications through the oBK Site. However, 3iMOOX reserves the right to review User Postings and to exercise its sole discretion to edit or remove, in whole or in part, any User Posting at any time and for any reason, or to allow the 3iMOOX Partners to do so. Without limiting the foregoing, upon receiving notice from a user or a content owner that a User Posting allegedly does not conform to these TOS, 3iMOOX may investigate the allegation and determine in its sole discretion whether to remove the User Posting, which it reserves the right to do at any time and without notice.

Links to Other Websites

The oBK Site may include hyperlinks to websites maintained or controlled by others. 3iMOOX and the 3iMOOX Partners are not responsible for and do not routinely screen, approve, review or endorse the contents of or use of any of the products or services that may be offered at these websites. If you decide to access linked third-party websites, you do so at your own risk. To the fullest extent permitted by applicable law, you agree that neither 3iMOOX nor any of the 3iMOOX partners will be liable to you for any loss or damages, either actual or consequential, arising out of or relating to these terms of service, or your (or any third party's) use of or inability to use the oBK site, or your placement of content on the oBK site, or your reliance upon information obtained from or through the oBK site, whether your claim is based in contract, tort, statutory or other law. In particular, to the fullest extent permitted by applicable law, neither 3iMOOX nor any of the 3iMOOX partners will have any liability for any consequential, indirect, punitive, special, exemplary, or incidental damages, whether foreseeable or unforeseeable and whether or not 3iMOOX or any of the 3iMOOX partners has been negligent or otherwise at fault (including, but not limited to, claims for defamation, errors, loss of profits, loss of data, or interruption in availability of data).

INDEMNIFICATION

You agree to defend, hold harmless, and indemnify 3iMOOX and the 3iMOOX Partners, and their respective affiliates, students, governing board members and volunteers from and against any third-party claims, actions, or demands arising out of, resulting from or in any way related to your use of the oBK Site, including any liability or expense arising from any and all claims, losses, damages (actual and consequential), suits, judgments, litigation costs, and attorneys' fees, of every kind and nature.

ADDITIONAL TERMS

Termination Rights; Discontinuation of Courses and Content

You agree that 3iMOOX, in its sole discretion, may terminate your use of the oBK Site or your participation in it, for any reason or no reason, upon notice to you. It is 3iMOOX's policy to terminate in appropriate circumstances the accounts of users of the oBK Site who are repeat copyright infringers. 3iMOOX and the 3iMOOX Partners reserve the right at any time in their sole discretion to cancel, delay, reschedule or alter the format of any course offered through 3iMOOX, or to cease providing any part or all of the oBK Site content or related services, and you agree that neither 3iMOOX nor any of the 3iMOOX Partners will have any liability to you for such an action. If you no longer desire to participate in the oBK Site, you may terminate your participation at any time. The rights granted to you hereunder will terminate upon any termination of your right to use the oBK Site, but the other provisions of the Agreements will survive any such termination.

Entire Agreement

The Agreements constitute the entire agreement between you and 3iMOOX with respect to your use of the oBK Site, superseding any prior agreements between you and 3iMOOX regarding your use of the oBK Site.

Waiver and Severability

The failure of 3iMOOX to exercise or enforce any right or provision of the Agreements shall not constitute a waiver of such right or provision. If any provision of the Agreements is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision and the other provisions of the Agreements shall remain in full force and effect.

Choice of Law/Forum Selection

You agree that the Agreements and any claim or dispute arising out of or relating to the Agreements or any content or service obtained from or through the oBK Site will be governed by

the laws of the Netherlands . You agree that all such claims and disputes will be heard and resolved exclusively in the federal or state courts located in and serving The Netherlands. You consent to the personal jurisdiction of those courts over you for this purpose, and you waive and agree not to assert any objection to such proceedings in those courts (including any defense or objection of lack of proper jurisdiction or venue or inconvenience of forum).

Effective Date:

07 December 2018