

Terms of Use

Last Revised: April 13, 2016

These Terms of Use shall apply to the website DorjelingPortland.org (Site) owned and/or operated by Portland Area Yeshe Nyingpo. By accessing and/or using the Site, you are expressly agreeing to comply with and be bound by the following Terms of Use and Privacy Policy separately provided, as well as all applicable laws and regulations. IF YOU DO NOT AGREE WITH THESE TERMS OF USE, YOU ARE NOT AUTHORIZED TO USE THE SITE AND MUST NOT ACCESS OR USE THEM.

DorjelingPortland.org may revise and update these Terms of Use at any time; please periodically review them, because your continued usage of the Site indicates your agreement with any such changes.

You further understand and agree that any updates, enhancements or added features of any Site services shall be made part of these Terms of Use. Additionally, certain of the services may be subject to registration, processing and handling. You are responsible for promptly paying those fees to insure your right to access the associated services.

1. Copyright.

Ownership. All content included on the Site, such as text, graphics, logos, button icons, images, audio clips and software, as well as the compilation of any of the foregoing (meaning the collection, arrangement and assembly), are the property of DorjelingPortland.org or its content suppliers and protected by U.S. and international copyright laws. You acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the Site or by advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by DorjelingPortland.org or such advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Site, services, products or software, in whole or in part.

Permitted Use. The content and software on the Site may be used as an information, entertainment, registration and/or shopping resource. In addition, DorjelingPortland.org hereby authorizes you to view, copy, download, and print for personal use only any DorjelingPortland.org-owned content on the DorjelingPortland.org Site. Such personal use is subject to the following conditions: (i) content may be used only for non-commercial, informational purposes and may not be posted or distributed, (ii) the content may not be modified, and (iii) copyright, trademark and other proprietary notices may not be removed. Except as expressly stated in these Terms of Use or as otherwise specifically authorized by DorjelingPortland.org, you may not duplicate, download, publish, modify or otherwise distribute (including through the use of frames or deep links) the material on the Site. Furthermore, you may not copy, reproduce or distribute the design or layout of the Site, the logos or other design elements or software. Any use of the DorjelingPortland.org content not described herein is strictly prohibited.

You also shall not (and shall not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the software contained in the Site. You agree not to modify any software for the Site in any manner or form, nor to use modified versions of such software, including (without limitation) for the purpose of obtaining unauthorized access to the Site. You agree not to access the Site by any means other than through the interface that is provided and authorized by DorjelingPortland.org.

Copyright Complaints. DorjelingPortland.org respects the intellectual property of others, and we ask our content partners and DorjelingPortland.org members to do the same. If you believe that your copyrighted work has been impermissibly copied or used and is accessible on the Site in a way that constitutes copyright infringement, you may notify DorjelingPortland.org by providing DorjelingPortland.org's copyright agent the following information:

- a. an electronic or physical signature of the owner of the copyright or the person authorized to act on the owner's behalf.
- b. A description of the copyrighted work that you claim has been infringed and a description of the infringing activity.
- c. Identification of the location where the original or an authorized copy of the work exists, for example the URL (i.e., web page address) where it is posted or the name of the magazine in which it has been published.
- d. Identification of the URL or other specific location of the DorjelingPortland.org Site where the material that you claim is infringing is located, including enough information to allow us to locate the material.
- e. Your name, address, telephone number and e-mail address.
- f. A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent or the law.
- g. A statement by you, made under the penalty of perjury that the above information in your notice is correct and that you are the copyright owner or authorized to act on the copyright owner's behalf. DorjelingPortland.org's agent for notice of claims of copyright infringement on the DorjelingPortland.org site can be reached as follows: General Counsel, DorjelingPortland.org, 3200 N.W. Skyline Blvd., Portland, OR 97229-3815

2. Permitted Use of DorjelingPortland.org Trademarks

DorjelingPortland.org trademarks identify DorjelingPortland.org products and services, and let the public know the source of those products and services. You may make comparative or other nominal fair use of our trademarks in advertising and promotional materials, and in referring to our products and services (for example, in a magazine article) without our permission, provided you follow standard trademark usage practices and provide proper attribution to DorjelingPortland.org. Other uses require written permission from DorjelingPortland.org, and absent such express permission, you agree not to use or display the DorjelingPortland.org trademarks in any manner. Please make such requests by e-mail to contact@DorjelingPortland.org; we will evaluate your request as soon as possible.

3. Links; Third Party Services; Promotional Messages

As a convenience to our members, we may provide links to third-party web sites. The linked sites are not under our control, and we make no representations as to the quality, suitability, functionality or legality of any sites to which we may provide links. You hereby waive any claim you might have against DorjelingPortland.org with respect to such sites.

In addition, you may order services or merchandise through the Site from other persons not affiliated with DorjelingPortland.org ("Seller"). For example, you may choose to register for a sporting event and purchase event-related merchandise on the Site. All matters concerning the merchandise and services desired from a Seller, including but not limited to purchase terms, payment terms, warranties, guarantees, maintenance and delivery, are solely between you and the Seller. DorjelingPortland.org makes no warranties or representations whatsoever with regard to any goods or services provided by Sellers. You will not consider DorjelingPortland.org, nor will DorjelingPortland.org be construed as, a party to such transactions, whether or not DorjelingPortland.org may have received some form of revenue or other remuneration in connection with the transaction. You agree that DorjelingPortland.org will not be liable for any costs or damages arising out of such transactions, either directly or indirectly.

4. Registration and Password

You are responsible for maintaining the confidentiality of your login ID and password (your "registration"). You shall be responsible for all uses of your registration, whether or not authorized by you. You agree to immediately notify DorjelingPortland.org of any unauthorized use of your registration. You further represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to: (i) provide true, accurate, current and complete information about yourself as submitted to DorjelingPortland.org, and (ii) maintain and promptly update your registration information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or DorjelingPortland.org has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete.

DorjelingPortland.org has the right to immediately suspend or terminate your account and refuse any and all current or future use of the Site or related products and services (or any portion thereof). DorjelingPortland.org makes every effort to protect individual privacy and personal information, and is particularly concerned about child privacy. Parents of children under the age of 13 who wish to allow their children access are required to provide their consent for any registration. By creating such a registration involving your child under the age of 13, you certify that you are at least 18 years old or that you are the parent or legal guardian of the child/children listed on the registration. Unless you have notified us otherwise, You also give your child permission to access many areas of the Site related to the registration, including email, message boards and other registration related information. Please remember that the Site and DorjelingPortland.org services are intended to apply to a broad audience. Accordingly, as the parent or legal guardian, it is your responsibility to determine whether any of the Site areas and/or content are appropriate for your child.

Registration data and certain other information about you is subject to DorjelingPortland.org's Privacy Policy located at:<http://www.DorjelingPortland.org.com/privacy-policy.htm> Through your use of the Site and related services you consent to the collection and use (as set forth in the Privacy Policy) of certain information about you, including the transfer of this information to the United States and/or other countries for storage, processing and use by DorjelingPortland.org and its affiliates.

5. Disclaimer of Warranties

YOU EXPRESSLY AGREE THAT USE OF DorjelingPortland.org IS AT YOUR SOLE RISK. DorjelingPortland.org IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. DorjelingPortland.org AND ITS SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

DorjelingPortland.org MAKES NO WARRANTY THAT THE DorjelingPortland.org SITE SERVICES WILL BE UNINTERRUPTED, SECURE OR ERROR FREE. DorjelingPortland.org DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF ANY INFORMATION IN, OR PROVIDED IN CONNECTION WITH, THE DorjelingPortland.org SITE. DorjelingPortland.org IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS, OR FOR THE RESULTS OBTAINED FROM THE USE OF SUCH INFORMATION. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE DorjelingPortland.org SITE IS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR OWN COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

6. Limitation of Liability

DorjelingPortland.org, ITS SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF DorjelingPortland.org HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (A) THE USE OR THE INABILITY TO USE THE DorjelingPortland.org SITE, PRODUCTS OR SERVICES; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE DorjelingPortland.org SITE; (C) USE BY YOU OF ANY PRODUCT PURCHASED THROUGH DorjelingPortland.org; (D) YOUR PARTICIPATION IN ANY PROMOTION OR PROGRAM COORDINATED BY

DorjelingPortland.org; (E) PERSONAL INJURY NOT CAUSED BY DorjelingPortland.org'S GROSS NEGLIGENCE; (F) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (G) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE DorjelingPortland.org SITE; OR (H) ANY OTHER MATTER RELATING TO THE DorjelingPortland.org SITE, OR DorjelingPortland.org PRODUCTS OR SERVICES. YOU AGREE THAT DorjelingPortland.org'S MAXIMUM LIABILITY TO YOU, FOR ANY REASON OR CAUSE WHATSOEVER, SHALL NOT EXCEED THE TOTAL AMOUNT OF MONIES RECEIVED BY DorjelingPortland.org FROM YOU.

7. Indemnification

You agree to defend, indemnify and hold harmless DorjelingPortland.org, its subsidiaries, and each of their affiliates, directors, officers, agents, partners, contractors, licensors, licensees and employees from any claim, demand, loss, liability or expense (including reasonable attorneys' fees), relating to or arising out of: your use of DorjelingPortland.org's services; the Site; any other sites accessed from or affiliated with the Site; any products purchased off of the Site or sites available from or related to the Site; your violation of these Terms of Use; content you submit, post, transmit or otherwise make available through the Site; or any other infringement committed by you, or any other subscriber of your account, of any intellectual property or other right of any person or entity.

8. Termination

DorjelingPortland.org reserves the right, in its sole discretion, to immediately and without any prior notice to suspend or terminate (i) these Terms of Use; (ii) your registration with or ability to access the Site and/or any other service provided to you by DorjelingPortland.org upon; (a) any breach by you of these Terms of Use or upon your demonstration of conduct that DorjelingPortland.org determines to be inappropriate; (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Site and/or DorjelingPortland.org services (or any part thereof), (e) unexpected technical or security issues or problems, (f) extended periods of inactivity, (g) engagement by you in fraudulent or illegal activities, and/or (h) nonpayment of any fees owed by you in connection with the Services. Where your account or registration with DorjelingPortland.org is terminated, you may be required to forfeit any credits, pre-paid fees, and any other amounts collected by DorjelingPortland.org as part of your use and registration of the Site. DorjelingPortland.org shall not be required to refund, redeem or pay any such amounts to you, and you shall remain liable to DorjelingPortland.org for any charges, fees, commitments, and obligations incurred by you prior to such termination. All records, information, messages, content and other information related to your registration and account may also be deleted by DorjelingPortland.org in its sole discretion without any notice or liability to you. DorjelingPortland.org shall not be liable to you or any third party for any termination of your account, any associated account related or identifying information, or access to the Site and/or DorjelingPortland.org services.

9. Applicable Law; Consent to Jurisdiction

The Site (excluding linked sites) is controlled by DorjelingPortland.org from its offices within the State of Montana, United States of America. The Site can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of Montana, by accessing the Site both you and DorjelingPortland.org agree that the statutes and laws of the State of Montana, without regard to the conflict of laws principles thereof, will apply to all matters relating to use of the Site.

You agree that exclusive jurisdiction for any dispute with DorjelingPortland.org, or in any way relating to your membership or use of DorjelingPortland.org, resides in the courts of the State of Montana and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of Montana in connection with any dispute including any claim involving DorjelingPortland.org or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and content providers. If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

10. Donations and Refunds

Donations

DorjelingPortland.org provides an additional Service through the Site that allows users to register for Events, such as teachings, and other events (collectively, "Events") which require a registration donation. Also a user may make a general donation to DorjelingPortland.org. These donations help with the cost for bringing in teachers and maintaining the temple facility.

Refunds for Event Registrations and Donations

DorjelingPortland.org will not be liable, accountable or responsible in any way for anything related to refunds for event registrations or general donation, including without limitation, an error processing a refund, the failure to provide a refund, the failure of an Event Organizer to communicate about a refund, or any chargebacks related to a refund.

11. Miscellaneous

DorjelingPortland.org reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, these Terms of Use, the Site and/or DorjelingPortland.org services (or any part thereof) with or without notice. DorjelingPortland.org shall not be liable to you or to any third party for any modification, suspension or discontinuance. The failure of either party to insist upon or enforce strict performance by the other party of any provision of the Terms of Use or to exercise any right under the Terms of Use will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance, rather, the same will be and remain in full force and effect. DorjelingPortland.org may assign its rights and obligations under these Terms of Use and upon such assignment DorjelingPortland.org may be relieved of any further obligation hereunder.

You represent to DorjelingPortland.org that you have the authority to register with DorjelingPortland.org according to these Terms of Use. The failure of DorjelingPortland.org to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use 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 these Terms of Use remain in full force and effect. The section titles in these Terms of Use are for convenience only and have no legal or contractual effect. DorjelingPortland.org may provide you with notices, including those regarding changes to these Terms of Use, by email, regular mail or postings on the Site. Except for certain DorjelingPortland.org licensors, or as may be otherwise expressly provided herein, there are no third-party beneficiaries to these Terms of Use.

With your prior approval, DorjelingPortland.org reserves the right to charge fees or surcharges fees at any time.

12. Contact

Please report any violations of these Terms of Use by contacting DorjelingPortland.org., Attn: General Counsel, 3200 N.W. Skyline Blvd., Portland, OR 97229-3815