

## **Terms of Use Agreement for Users of Dhamma.org's Information Technology and Systems Infrastructure**

This Terms of Use Agreement ("Agreement") applies to all persons, entities or agents of entities ("Users") using the Information Technology and Systems Infrastructure resources of the International Vipassana Technology Association ("IVTA", dba "Dhamma.org"), including Dhamma.org's Internet and online resources, and Dhamma.org's Web Services and Application Program Interfaces ("APIs") for electronic data exchange (collectively, the "Services", for detailed list of Dhamma.org services refer to <https://wiki.dhamma.org/display/DO/Services+and+Resources>) to further Dhamma.org's mission as defined below. It specifies what Users may and may not do when they use the Services and the consequences of breaking the rules. For any links referred in here that require a login, use "dhammaserver" as the user name and the usual Old Students password.

By clicking on the "Accept" button you are formally and explicitly agreeing that during, and if in substance required also after, the course of your use of Dhamma.org Services, you commit to keep the following requirements.

### **A. Introduction**

#### **Dhamma.org's Mission**

The mission of Dhamma.org is to facilitate the worldwide spread of Vipassana Meditation as taught by S.N. Goenka in the tradition of Sayagyi U Ba Khin ("Vipassana") through the use of technology. For this Dhamma.org seeks to promote and facilitate the positive and extensive use of information technology in the interests of supporting the worldwide availability of Vipassana instruction, resources, information and knowledge to the highest possible standards. Dhamma.org is committed to a high level of legal and ethical standards in providing the Services for the furtherance of Vipassana. This also requires appropriate and legal use of the technologies and other facilities made available to Users. For more details on Dhamma.org refer to <https://wiki.dhamma.org/display/DO/Dhamma.org>.

#### **Code of Conduct for Dhamma Servers, Vipassana and Dhamma.org principles and practices**

Dhamma Servers are typically involved in establishing and operating centers, arranging and conducting courses, facilitating group sittings and public talks, sending announcements and participating in a myriad of other Vipassana related activities, including the service related to information technology.

Users who are either an Old Student, a Dhamma Server, a Registrar, an Assistant Teacher ("AT"), a Senior Assistant Teachers ("SAT"), a Teacher ("T"), a Center Teacher ("CT"), a Co-ordinating Area Teacher ("CAT"), Childrens Course Teacher ("CCT"), Regional Childrens Course Coordinator ("RCCC"), International Childrens Course Committee ("ICCC") member, serving in any other administrative roles, or

another organization or trustees of such organization representing Vipassana, shall comply at all times with the Code of Conduct for Dhamma Servers specified at <https://www.dhamma.org/dscode>.

### **Scope of this Agreement**

All Users of the Services are bound by the provisions of this Agreement, which include:

- Acceptable Use Policy
- Non-Disclosure, Confidentiality and Privacy Obligations
- Intellectual Property Obligations
- Compliance with national and local laws

It is the responsibility of all Users to read and understand this Agreement and its related policies mentioned above. The provisions therein may be updated from time to time at Dhamma.org's sole discretion, in order to comply with legal and policy requirements. The Services of Dhamma.org may also be updated from time to time, in order to accommodate changes in technology trends and the needs of the organization and its users.

### **Contact**

Contact Dhamma.org via email at [polycymaster@dhamma.org](mailto:polycymaster@dhamma.org).

## **B. Acceptable Use Policy ("AUP")**

### **Unacceptable Use**

The Services may not be used for personal purposes, including, but not limited to, any use that results in any income or profit to the User.

The Services may not be used directly or indirectly by a User for the download, creation, manipulation, transmission or storage of:

1. any offensive, obscene or indecent images, data or other material, or any data capable of being resolved into obscene or indecent images or material;
2. unlawful material, or material that is defamatory, threatening, discriminatory, extremist or which has the potential to radicalize themselves or others;
3. unsolicited "nuisance" emails;
4. material which is subsequently used to facilitate harassment, bullying and/or victimization of another User or a third party;
5. material which promotes discrimination on the basis of race, gender, religion or belief, disability, age or sexual orientation;
6. material with the intent to defraud or which is likely to deceive another User or a third party;
7. material which advocates or promotes any unlawful act;

8. material that infringes the intellectual property rights or privacy rights of a third party, or that is in breach of a legal duty owed to another party; or
9. material that brings Dhamma.org, Vipassana, or another User into disrepute.

The Services must not be deliberately used by a User for activities having, or likely to have, any of the following characteristics:

1. intentionally wasting Dhamma.org's resources or the time of its volunteers;
2. corrupting, altering or destroying Dhamma.org's or another User's data without their consent;
3. disrupting the work of other Users or the correct functioning of the Services;
4. denying access to the Services and its resources to other users; or
5. pursuance of commercial activities, or activities that lead to confusing and competing Vipassana choices.

Where the Services are being used to access services of another entity, any abuse of the acceptable use policy of that entity will be regarded as unacceptable use of the Services of Dhamma.org.

Users shall not:

1. introduce data-interception, password-detecting or similar software or devices to the Services;
2. seek to gain unauthorized access to restricted areas of Dhamma.org's Services;
3. access or try to access data where the user knows or ought to know that they should have no access;
4. carry out any hacking activities; or
5. intentionally or recklessly introduce any form of spyware, computer virus or other potentially malicious software.

The following activities are also prohibited:

1. Violations of the rights of any person or entity protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by Dhamma.org.
2. Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which Dhamma.org or the end user does not have an active license is strictly prohibited.
3. Accessing data, a server or an account for any purpose other than the proper authorized use of the Services even if the User has authorized access.

4. Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws.
5. Introduction of malicious programs into the Services (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).
6. Revealing User account password to others or allowing use of such account by others.
7. Using a Dhamma.org computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws in the User's local jurisdiction.
8. Making fraudulent offers of products, items, or services originating from any Dhamma.org account.

### **Acceptable Use**

Users shall make proper use of the Services, including but not limited to, Dhamma.org domain and all its subdomains, proper use of Dhamma.org systems, tools, applications, data, emails and lists, websites, mobile apps and social media presence, proper use of resources for the public, New Students, Old Students, Dhamma Servers, and AT/SAT/T/CT/CAT/CCT/RCCC/ICCC members or any other administrative roles, including proper collection and use of donations, proper use of personal information, and proper use of Dhamma.org APIs, in compliance with the policies specified at <https://wiki.dhamma.org/display/DO/Policies+and+Guidelines> for policies and guidelines for acceptable use of the Services.

### **C. Non-Disclosure, Confidentiality and Privacy Obligations**

#### **Agreement to Non-Disclosure, Confidentiality and Privacy Obligations relating to Personal Data**

This non-disclosure, confidentiality and privacy agreement is required to ensure that Users understand and agree to treat personal data of students confidentially and provide access only to those who are authorized, and to process such data in compliance with applicable local, regional and federal data privacy protection laws and regulations including the EU General Data Protection Regulation ("GDPR"), and to use the technical knowhow and information developed and provided by Dhamma.org in strict confidence.

1. Personal data, which means any data related to an identifiable person or entity, shall at all times be treated confidentially. Personal data may not be transferred or revealed for any other purpose than Dhamma service and other Vipassana related activities and may for this purpose only be shared on a need to know basis. Under no circumstances may personal data be transferred or revealed to anyone not involved in Dhamma service. Personal data may not be transferred to another Vipassana entity unless this is authorized by those responsible for receiving Dhamma.org Services.

2. Users hereby agree that they may have access to confidential personal data and/or proprietary confidential information as recipients of Dhamma.org Services, and that they agree to keep such information confidential and not disclose such information to any party who has not entered into a similar agreement of confidentiality with Dhamma.org. The foregoing conditions will not apply to information or data which is or which becomes generally known to the public by publication or by any means other than a breach of duty on the part of the recipient hereunder, is information previously known to the recipient, or is information generally released by the owning party without restriction.
3. Your access to the Dhamma.org Services including Dhamma.org Portal, Online Schedules and Applications (OSA) system, any registration programs and/or other software and infrastructure systems is personal and must not be revealed to anyone else. Contact [policymaster@dhamma.org](mailto:policymaster@dhamma.org) immediately if you believe your access has been compromised.
4. Personal data must be ideally processed on a password protected computer that only you have access to. If this is not possible, all reasonable care must be taken to ensure that the computer does not retain your Dhamma.org access and that no personal data is left on the computer.
5. Paper files must be kept locked at centers and must at other places be kept in a secure place.
6. As soon as the purpose for which the data was transferred to you has been accomplished, you will delete all forms and formats of the data in your possession, whether in hard copy form, on any disks or other storage devices, saved anywhere on your computer (whether appearing as saved files, emails or otherwise) or any other format whatsoever.
7. Each Vipassana center in the EU is bound by the privacy and data protection requirements of the GDPR and may have, in addition, a separate applicable Data Privacy Policy. You are required to be familiar with the Data Privacy Policy applicable to the organization for which you are giving service and to comply with it at all times.
8. Bulk e-mails should be sent using BCC, to avoid e-mail addresses being revealed to recipients.
9. The commitment to follow these agreements continues even when you are no longer an active User. **Failure to keep to these guidelines may result in a violation of the applicable laws, including the GDPR, and jeopardize the Vipassana organization's reputation and, moreover, may result in penalties or damages. Personally, this may result in your loss of some or all of your access privileges as a User/Processor and, in serious cases, may lead to a personal liability. Dhamma.org also reserves the right to seek indemnification from you for any violation of the terms of this agreement and any penalties or damages it is forced to pay as a result of such violation.**
10. In addition, you agree to comply with the Dhamma.org Privacy Policy provided at <https://www.dhamma.org/privacy>.

## **Processor Consent and Commitment to Non-Disclosure, Confidentiality and Privacy Obligations relating to Application processing**

Users who are ATs, SATs, Ts, CTs, CATs, RCCCs, ICCC members, Long Course Administrators, AT Book Administrators, CCT Book Administrators, Local Admins, Schedulers, Registrars or any other administrative roles, as well as any other processors or controllers (as defined in the GDPR) including Regional Registration Processors (“RRPs”) (collectively, the “Processors”) will explicitly consent to treating the personal student data in a way that will comply with all regulations, in particular ensuring compliance with the following GDPR principles:

- Fair and lawful processing (first principle)
- Data to be processed only for lawful purposes (second principle)
- Data should not be kept longer than necessary for the purpose (fifth principle)
- Data should be processed in accordance with the rights of applicants (sixth principle)
- Appropriate administrative and technical protections to be taken to protect against unauthorized or unlawful processing and accidental loss, destruction or damage to personal data (seventh principle)
- Personal Data shall not be transferred to a country outside EU (eighth principle) without explicit consent by the data owner.

As a Processor, in addition to agreeing to the confidentiality provisions above, when signing on to Dhamma.org Portal in order to review and work on a Long Course application for purposes to determine if the application should be approved and/or sent to the Long Course Administrator for reassignment to another AT, SAT, T or Registrar, or processing applicant information via Dhamma.org Web Services or APIs, or making use of any other Dhamma.org Services that relates to a student personal data, by clicking on the “Accept” button you formally and explicitly consent and make your personal commitment to the handling of student application data in strict accordance with the non-disclosure, confidentiality and privacy provisions under this section during, and if in substance required also after, the course of your use of Dhamma.org Services. Failure to do so will result in the inability to use the Services. Failure to abide by these guidelines after agreeing to do so may result in consequences as defined in the previous sections.

## **D. Intellectual Property Obligations**

This Intellectual Property (“IP”) Policy is intended to ensure that Vipassana’s valuable rights in its trademarks, copyrights and other intellectual property (the “Dhamma.org IP”) are properly and legitimately protected by all persons and entities accessing and using the Dhamma.org Services.

### **Scope**

This Intellectual Property Policy applies to all Users for Dhamma.org Services.

## **The Dhamma.org IP**

Dhamma.org is committed to protecting its own intellectual property from infringement by others. Dhamma.org's IP includes confidential information, trade secret technology (such as computer software and systems and knowhow related to them), trademarks and service marks, trade dress, and copyrighted works. It is the responsibility of every User of the Services, both to protect and to help protect the Dhamma.org IP. And it is the responsibility of any Dhamma.Server, including AT/SAT/T/CT/CAT/CCT/RCCC/ICCC member or those in any other administrative roles, providing service to Dhamma.org or managing others to foster and maintain awareness of the importance of protecting the Dhamma.org IP.

Among other things, the obligations in this section shall include (but are not limited to) the following:

- You shall not use any of the Dhamma.org IP for any purposes other than your volunteer work as a Dhamma server or for any personal purposes, including, without limitation, any use for personal profit or gain.
- You shall not use the Dhamma.org trademark (whether in connection with the main Dhamma.org website or any subdomain website) for personal business purposes or in any other manner inconsistent with the furtherance of Vipassana and the purposes of Dhamma.org.
- You shall not take any action, alone or in combination with others, that would constitute a violation of the Dhamma.org trademark or a dilution of the trademark.
- You shall not take any action that would constitute an unlawful infringement of any of the copyrighted materials included on the Dhamma.org website or any subdomains of Dhamma.org, including, but not limited to, copying such materials for purposes other than those strictly related to Vipassana and as authorized by Dhamma.org.
- You will not breach any obligations of confidentiality with regard to information that you have received from Dhamma.org and you will take all necessary and reasonable steps to ensure that information designed for Old Students is not made accessible to anyone other than Old Students.
- The means of gathering information and collecting data shall be secured by means currently accepted as being commercially reasonable and in accordance with the applicable privacy laws of the relevant jurisdictions.

## **Intellectual Property of Others**

Dhamma.org also is committed to respecting the intellectual property of others. While using the Services for any purpose, you are to use legal, ethical resources to prevent the tainting or diminishment of Dhamma.org's reputation or of Vipassana with the improper introduction of the proprietary information of third parties or otherwise. Substantial civil and criminal penalties may be levied against you and Dhamma.org for infringement of third party intellectual property rights. You shall not use any of the proprietary information or intellectual property of any third parties that you acquire in connection with your work as a Dhamma server for any

purposes other than your volunteer work as a Dhamma server or for any personal purposes, including, without limitation, any use for personal profit or gain. In the event that your improper or illegal conduct results in any claim against Dhamma.org, you agree to fully indemnify Dhamma.org for costs, fees and damages that it may incur as a result of such a claim or claims.

### **Other Intellectual Property Laws, Rules and Regulations**

Each user of Dhamma.org shall fully comply with any local, regional, state, national and international rules, laws and regulations regarding the use, handling and transfer of intellectual property.

### **Liability**

Dhamma.org will take all legally authorized actions to enforce this IP Policy, including seeking injunctive relief and damages from any User of Dhamma.org's Services who violates this IP Policy or any of the obligations included in it or who otherwise breaches any of Dhamma.org's IP rights. Dhamma.org will also enforce all rights of indemnification as set out in the section above "Intellectual Property of Others."

### **E. Compliance with national and local laws**

Without limiting any of the foregoing requirements, rules and prohibitions, Users will ensure that at all times, in their use of the Services, they comply with all applicable local, state, national and federal laws, rules and regulations. These include, but are not limited to, the GDPR. Users shall familiarize themselves with all such applicable laws, rules and regulations and notify Dhamma.org immediately in the event of an actual or anticipated violation of any such laws, rules or regulations.

In addition to the above, by using the Services all Users accept and agree to comply with the **GDPR Contractual Clauses** (refer to <https://wiki.dhamma.org/display/DO/GDPR+Contractual+Clauses>) to the extent that they are applicable to such Users.

### **F. Acknowledgement**

In consideration of receiving Dhamma.org Services, it is required that you click the "Accept" button below to indicate your formal and explicit acknowledgement of having accepted the aforementioned terms of this Agreement. For continuing access to Dhamma.org Services going forward you will be asked to renew your agreement once every year. If you do not wish to receive Dhamma.org Services, or do not agree with the terms of this Agreement, click the "Reject" button, in which case you will be explicitly forfeiting all access to Dhamma.org Services.