

Terms of Use

1 General

1.1 **Nangten Menlang International**, Grosse Pfarrgasse 3/3, 1020 Vienna, Austria (hereinafter "NMI"), is a non-profit association which, among others, operates the websites www.tulkulobsang.org and www.lujong.org. All content, products and services offered through these websites (collectively "NMI Services"), as well as their use, are subject to the following provisions. If you use any of these NMI Services or websites, you agree to these provisions. Additional provisions may apply to certain NMI Services. If these additional provisions are incompatible with the present provisions, the additional provisions will apply. If you do not agree to the present or the additional provisions (hereinafter "Provisions"), you will not be able to use the NMI Services.

1.2 For the sake of readability, these Terms of Use will exclusively use masculine pronouns, but we explicitly point out that they of course refer equally to both genders.

2 Use of the NMI Websites

2.1 The NMI websites and their content (collectively "Content") are the property of the respective rights holders, who reserve all rights to the Content. The Content may only be used for your own, non-commercial, personal or educational purposes, provided that the Content is not changed and that existing notices about copyright and other intellectual property rights are not deleted or changed. You may not make any adaptations or derivations from the Content or exploit it in any way whatsoever. Any other use of the Content - in whole or in part - is expressly prohibited.

2.2 You may also not use the Content for unauthorized or unlawful purposes. This includes: (a) downloading, copying or forwarding part or all of the Content, (b) using data mining, automated retrieval programs or similar data collection or extraction methods, (c) manipulation or other display of the Content through the use of framing or similar navigation technologies, (d) uploading or posting content that infringes the rights of any third party or that, in NMI's sole discretion, may be deemed inappropriate or offensive, or (e) registering, subscribing, or unsubscribing any third party from any NMI Service without express written permission or the attempt thereof. You must not interfere with the security of these websites or misuse them or any other system resources, services or networks connected to these websites or accessible via these websites in any other form.

2.3 We update the content on our websites regularly. However, we cannot guarantee the accuracy, timeliness or completeness of the content and assume no responsibility or liability for the content. We can revise, add to or delete content and reserve the right to make such changes without prior notice. Your continued access to or use of the websites after such changes have been made means that you consent to such changes.

3 Privacy, User Account and User Profile

3.1 Please check our Privacy Policy, which also regulates your use of NMI Services and which you can view [here](#).

3.2 User Account

If you create a user account on our websites, you are responsible for all activities that take place under your user account. We recommend that you protect your username

and password from unauthorized use. NMI reserves the right to refuse services or to delete user accounts at its own discretion.

3.2.1 **www.lujong.org:**

If you are a teacher/educator certified by NMI, you can create a user account on our website www.lujong.org.

If you create a user account, your user profile (teacher/educator profile) associated with the user account will be published on the website. We allow you to use this public user profile to present yourself as a teacher or educator certified by NMI and to advertise the courses you give in those Tulku Lobsang "methods" for which you are a certified teacher/educator. By creating, filling in and editing such a user profile on our website (hereinafter "User Content") you declare that you have all rights to this User Content and that you will use the User Content exclusively to present yourself as a teacher/educator for those Tulku Lobsang "methods", for which you have a valid teacher or educator certification, as well as to present and promote your courses in these "methods". You further declare that the User Content does not violate any law, is not incorrect or misleading, does not violate the privacy, intellectual property or other rights of third parties or the present Terms of Use, and that the User Content does not damage the good reputation of Tulku Lobsang Rinpoche, his "methods", NMI and its employees or services in any way, whereby it is at NMI's discretion what "damaging" means.

NMI has the right, but not the obligation, to review, edit or remove any activity or User Content. NMI assumes no responsibility or liability for any User Content created or edited by you or any third party. You agree to indemnify NMI from and against all claims for damages and liabilities arising out of or in relation to User Content or in relation to any breach of the present Terms of Use by you or anyone acting on your behalf.

4 Published Content by Users

4.1 Occasionally we allow users of our websites to make contributions, comments or testimonials (hereinafter "Contribution Content") available for publication on our websites. You declare that you have all rights to this Contribution Content and that the Contribution Content does not violate any law, is not incorrect or misleading, does not violate the privacy, intellectual property or other rights of third parties or the present Terms of Use, and that the Contribution Content does not damage the good reputation of Tulku Lobsang Rinpoche, his "methods", NMI and its employees or services in any way, whereby it is at NMI's discretion what "damaging" means. For all Contribution Content that you make available to NMI, you grant us a non-exclusive, free, worldwide, perpetual, irrevocable and sublicensable right to use, copy, edit, publish, translate, create derivative works, disseminate and make the Contribution Content visible, all over the world and in every known and unknown form of media.

4.2 **www.lujong.org:**

If it is not possible to create a user account for teachers/educators of those Tulku Lobsang "methods" for which you are certified, you still have the possibility to present yourself as a teacher or educator certified by NMI on the website. To do this, we receive information from you for publication on our website, such as first and last name, city, country and contact information such as email or web address (hereinafter "Presentation Content"). You declare that you have all rights to this Presentation Content and that the Presentation Content does not violate any law, is not incorrect or misleading, does not violate the privacy, intellectual property or other rights of third parties or the present Terms of Use, and that the Presentation Content does not damage the good reputation of Tulku Lobsang Rinpoche, his "methods", NMI and its employees or services in any way, whereby it is at NMI's discretion what "damaging" means.

4.3 NMI has the right, but not the obligation, to publish Contribution Content and Presentation Content and to remove already published Contribution Content and Presentation Content at any time and at its own discretion. NMI assumes no responsibility and no liability for any Contribution Content and Presentation Content made available by you or third parties and published by NMI. You agree to indemnify NMI from and against all claims for damages and liabilities arising from or in relation to your Contribution Content and/or Presentation Content or in relation to your breach of the present Terms of Use.

5 Linked Websites

5.1 We may offer links to third party websites. We do not monitor or recommend these linked websites, nor do we guarantee, accept liability or responsibility for the content, actions, offered products or services of these linked websites. We encourage you to carefully review the Privacy Policies, Terms and Conditions, and Terms of Use of linked websites.

6 Disclaimer and Limitation of Liability

6.1 With regard to the Content and NMI Services, NMI makes no statements and no warranties of any kind, express or implied, including - but not limited to - implied warranties of merchantability and fitness for a particular purpose, and NMI expressly disclaims such warranties to the extent permitted by law.

6.2 NMI is not responsible or liable for software, computer viruses, or any other harmful or destructive files or programs that could infect or otherwise damage your computer equipment or property, nor for phishing, spiders, or any other form of data extraction caused by your access to these websites, their use or by downloading their content. We recommend that you install appropriate anti-virus software or other protective software on your computer.

6.3 You expressly agree that you use the websites and the NMI Services at your own risk. NMI is not liable for any damage resulting from the use of the websites, the Content or the use of NMI Services, including but not limited to direct, indirect, incidental, punitive or consequential damage, unless otherwise agreed in writing. Some jurisdictions do not allow such limitations or exclusions of certain liabilities, so some of the above may not apply to you.

7 Court of Jurisdiction

7.1 Our websites are operated and managed from Vienna, Austria. These websites can be accessed from all over the world. Since other legal systems can differ from the Austrian one, you expressly agree that the Austrian and applicable EU laws apply to the present Terms of Use, regardless of the conflict of laws, national standards or the UN Sale of Goods. This agreement is considered concluded in Vienna, Austria. For any disputes regarding this agreement, only courts in Vienna, Austria shall be deemed stipulated and you agree to submit to the jurisdiction of Vienna, Austria for this purpose.

8 Final Provisions

8.1 Any failure by NMI to insist on or enforce the strict enforcement of any provision of the present Terms of Use shall not be construed as a waiver of any provision or right.

8.2 We reserve the right to make changes to our websites, policies and provisions at any time. If one of the present provisions proves to be invalid or unenforceable for any reason, or cannot be legally implemented, this will not affect the validity and enforceability of the remaining provisions, which remain in full force. The invalid provision is to be replaced by a valid provision that comes closest to its meaning and purpose.