

## Church of the Nazarene TERMS OF USE

Please read these Terms and Conditions of Use (the “Terms of Use”) carefully as they apply to the Church of the Nazarene website located at <http://www.nazarene.org/> and all associated sites (collectively, the “Church of the Nazarene”) owned or operated by The Church of the Nazarene, Inc. or its affiliates. The name “Church of the Nazarene” is a registered trademark and is the property of The Church of the Nazarene, Inc.. By accessing the Nazarene.org Site and/or creating an account on the Nazarene.org Site, you represent that you are of the legal age to enter into a binding agreement and that you have the legal authority to accept the terms on behalf of yourself and any party you represent in connection with use of the Nazarene.org Site. **YOUR CREATION OF AN ACCOUNT ON THE NAZARENE.ORG SITE AND/OR YOUR ACCESS OR USE OF THE NAZARENE.ORG SITE IN ANY WAY SIGNIFIES THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS; IF YOU DO NOT AGREE, YOU ARE NOT AUTHORIZED TO USE THE NAZARENE.ORG SITE.**

As long as you comply with these Terms of Use in effect at the time of your visit to the Site, Church of the Nazarene grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the public areas of the Nazarene.org Site.

Church of the Nazarene reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use at any time. Church of the Nazarene encourages you to check these Terms of Use periodically for changes. All new and/or amended Terms of Use take effect immediately unless otherwise stated by Church of the Nazarene. Notwithstanding the foregoing, (i) no modification to the Terms of Use will apply to any dispute between you and Church of the Nazarene that arose prior to the effective date of any modification and (ii) if you do not agree with any modification to the Terms of Use, you may terminate this agreement by ceasing use of the Nazarene.org Site. Your continued use of the Nazarene.org Site following the posting of changes will mean that you accept and agree that the revised Terms of Use will apply to your use of the Nazarene.org Site after the changes are posted.

### Content Posted to the Nazarene.org Site

You retain the copyright in Content that you post or otherwise provide on the Nazarene.org Site or in connection with the Nazarene.org Site. You hereby warrant and represent that all Content you voluntarily provide to Church of the Nazarene or the Nazarene.org Site is properly licensed to Church of the Nazarene, is not copyrightable, or is in the public domain. When you post your Content, you grant to Church of the Nazarene, its successors and assigns, and other users of the Nazarene.org Site an irrevocable Creative Commons (<http://creativecommons.org/>) license which may allow users of the Nazarene.org Site to view and use your Content within the terms of the applicable Creative Commons license as defined on the Church of the Nazarene Site. **If you do want rights to the Content to be governed by the Creative Commons license defined on the Nazarene.org Site, you must not provide the Content to the Nazarene.org Site**

You may only submit Content to the Nazarene.org Site that you have the right to submit. This means that you can only submit Content that you yourself create, that is in the public domain, or that you have been expressly granted the right to submit consistent with these Terms of Use. For the avoidance of doubt, Content that infringes the rights of any third party (e.g., Content used without express permission of the copyright owner and not otherwise permitted by law) must not be submitted. **You represent, warrant, and agree that no Content of any kind submitted, posted or otherwise shared by you on or through any of the Websites or Services, violates or infringes upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights, or contains libelous, defamatory or otherwise unlawful material. Further, you represent, warrant and agree not to submit any personally identifiable information, including any Content containing personally identifiable**

**information, about any person who is under 13 years of age.** Church of the Nazarene may, but is not obligated to, review your submissions and may delete or remove (without notice) any Content in its sole discretion that Church of the Nazarene determines violates these Terms of Use or that may be offensive, illegal, or that might violate the rights, harm, or threaten the safety of others. Church of the Nazarene does not endorse or support any Content posted by you or any other third party on or through the Nazarene.org Site. You alone are responsible for creating backup copies and replacing any Content you post on the Nazarene.org Site, and you authorize Church of the Nazarene to reproduce or otherwise make copies of your Content as it deems necessary to facilitate the posting of your Content on the Nazarene.org Site. You may request the removal of your Content from the Nazarene.org Site at any time, and Church of the Nazarene will take reasonable steps to promptly remove such Content; provided, however, that Church of the Nazarene can remove any such Content only from the Nazarene.org Site and cannot remove Content from email archives, wiki history pages, and similar community forums where you or others may post content, or from others' computers who may have downloaded or otherwise created a local file of the Content. If you choose to remove your Content, the Creative Commons license you granted when submitting such Content to the Nazarene.org Site will remain in full force and effect in accordance with its terms.

## Privacy

Please review the Church of the Nazarene Privacy Policy ([insert link to Privacy Policy](#)) as it is incorporated into these Terms of Use and also governs your use of the Nazarene.org Site. Additionally, by using the Nazarene.org Site, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Nazarene.org Site may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

## Content Accessed on the Nazarene.org Site

You understand that all material, data, and information, such as data files, written text, software code, music, audio files or other sounds, photographs, graphics, videos or other images (collectively, "Content") which you may have access to as part of, or through your use of, the Nazarene.org Site are the sole responsibility of the person or organization from which such Content originated. Such Content contained on the Nazarene.org Site is owned, controlled, or licensed by or to Church of the Nazarene, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws. You acknowledge that Church of the Nazarene makes no representation or warranty about the Content and under no circumstances is Church of the Nazarene liable in any way for any Content, including, but not limited to: any infringing Content, any errors or omissions in Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted to, linked to or otherwise accessible or made available via the Nazarene.org Site.

You may use the Content you find on the Nazarene.org Site in accordance with the terms of the license applicable to that Content. For the avoidance of doubt, you must attribute all Content (except public domain Content) in the manner specified by the author or licensor and in accordance with the terms of such license and you must not remove or alter any copyright, trademark, name, or other notice or legend that appears in connection with the Content. You represent and warrant to Church of the Nazarene that you will only use Content on the Nazarene.org Site in accordance with the applicable license. You should be sure to review the terms of that license before you use the Content to which it applies. By using the Nazarene.org Site, you agree that you are solely responsible for your use of any and all Content made available thereon. You agree that you must evaluate and bear all risks associated with the use of any Content, including any reliance on the provenance, ownership, accuracy, completeness, or reliability of such Content. In this regard, you acknowledge that you will not rely on any Content made available on the Nazarene.org Site without your own independent evaluation of that Content. **Church of the Nazarene makes no warranty that Content made available on the Nazarene.org Site does not infringe the rights of any third party.**

Church of the Nazarene reserves the right to remove Content posted on the Nazarene.org Site at any time in Church of the Nazarene's sole discretion, including but not limited to Content inconsistent with the tenets of the Church of the Nazarene, Content for which Church of the Nazarene received notice or has other reason to believe is

in violation of a party's copyright or other proprietary right, or any other reason for which Church of the Nazarene determines the Content's removal is warranted. In addition, Church of the Nazarene reserves the right in its sole discretion to limit access to Content to only users in certain networks, groups, or libraries within the Nazarene.org Site.

### **Your Use of the Nazarene.org Site**

You agree not to:

1. Post or transmit Content that is inconsistent with the tenets of the Church of the Nazarene;
2. Post, use, or transmit Content to which you do not have the rights to post or use under any intellectual property, confidentiality, privacy, or other applicable laws;
3. Post, use, or transmit unauthorized Content, including advertising or promotional materials (e.g. junk mail, spam, etc.), or any other form of unsolicited or unwelcome solicitation or advertising;
4. Post or transmit Content that is obscene, abusive, invasive of privacy, defamatory, false and misleading, incites an illegal act, or is otherwise in breach of your obligations to any person;
5. Intimidate or harass another on the Nazarene.org Site;
6. Reproduce or circumvent the navigational structure or presentation of the Nazarene.org Site or any Content or obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Nazarene.org Site. Church of the Nazarene reserves the right to bar any such activity;
7. Attempt to gain unauthorized access to any portion or feature of the Nazarene.org Site or any other systems or networks connected to the Nazarene.org Site or to any Church of the Nazarene server, or to any of the services offered on or through the Nazarene.org Site, by hacking, password "mining" or any other illegitimate means;
8. Impersonate another person or entity, falsely state or otherwise misrepresent your affiliation with a person or entity, or attempt to disguise the origin of any message or transmittal you send to Church of the Nazarene or through the Nazarene.org Site;
9. Probe, scan or test the vulnerability of the Nazarene.org Site or any network connected to the Nazarene.org Site, nor breach the security or authentication measures on the Nazarene.org Site or any network connected to the Nazarene.org Site. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Nazarene.org Site, or any other customer of Church of the Nazarene, including any Church of the Nazarene account not owned by you, to its source, or exploit the Nazarene.org Site or any service or information made available or offered by or through the Nazarene.org Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Nazarene.org Site;
10. Use any device, software or routine to interfere or attempt to interfere with the proper working of the Nazarene.org Site or any transaction being conducted on the Nazarene.org Site, or with any other person's use of the Nazarene.org Site;
11. Use the Nazarene.org Site or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Church of the Nazarene or others.

### **Other Terms and Conditions**

You agree to abide by any other terms and conditions of the Nazarene.org Site, including where applicable representing that you are of sufficient legal age to use or participate in such service or feature. If there is a conflict between these Terms of Use and the terms posted for or applicable to a specific portion of the Nazarene.org Site or for any service offered on or through the Nazarene.org Site, the latter terms shall control with respect to your use of that portion of the Nazarene.org Site or the specific service.

Church of the Nazarene's obligations, if any, with regard to its products and services are governed solely by the agreements pursuant to which they are provided, and nothing on this Nazarene.org Site should be construed to alter such agreements.

## **Links to Other Sites and to the Nazarene.org Site**

This Nazarene.org Site may contain links to other independent third-party web sites (“[Linked Sites](#)”). These Linked Sites are provided solely as a convenience to our visitors. Such Linked Sites are not under Church of the Nazarene’s control, and Church of the Nazarene is not responsible for and does not endorse the content of such Linked Sites, including any information or materials contained on such Linked Sites. You will need to make your own independent judgment regarding your interaction with these Linked Sites.

## **Intellectual Property Infringement Notice**

Church of the Nazarene respects the intellectual property of others and it requests that users of the Nazarene.org Site do the same. Church of the Nazarene may, in appropriate circumstances and at its discretion, disable or terminate the accounts of users who may be repeat infringers of others’ intellectual property. If you believe that your work is displayed on the Nazarene.org Site in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide Church of the Nazarene’s Copyright Agent the following information:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. a description of the copyrighted work or other intellectual property that you claim has been infringed;
3. a description of where the material that you claim is infringing is located on the site;
4. your address, telephone number, and email address;
5. 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;
6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner’s behalf.

Church of the Nazarene’s Agent for Notice of claims of copyright or other intellectual property infringement can be reached as follows:

Mail: [\[Address of Church of the Nazarene Copyright Agent\]](#)  
Phone: [\[Phone number of Church of the Nazarene Copyright Agent\]](#)  
Email: [\[Email address of Church of the Nazarene Copyright Agent\]](#)

## **Disclaimers**

CHURCH OF THE NAZARENE DOES NOT PROMISE THAT THE NAZARENE.ORG SITE OR ANY CONTENT, SERVICE, OR FEATURE OF THE NAZARENE.ORG SITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE NAZARENE.ORG SITE WILL PROVIDE SPECIFIC RESULTS. THE NAZARENE.ORG SITE AND ITS CONTENT ARE DELIVERED ON AN “AS-IS” AND “AS-AVAILABLE” BASIS. ALL INFORMATION PROVIDED ON THE NAZARENE.ORG SITE IS SUBJECT TO CHANGE WITHOUT NOTICE. CHURCH OF THE NAZARENE CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE NAZARENE.ORG SITE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. CHURCH OF THE NAZARENE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON- INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CHURCH OF THE NAZARENE DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE NAZARENE.ORG SITE AND/OR ANY CHURCH OF THE NAZARENE SERVICES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE NAZARENE.ORG SITE AND ANY LINKED SITES. YOUR SOLE REMEDY AGAINST CHURCH OF THE NAZARENE FOR DISSATISFACTION WITH THE

NAZARENE.ORG SITE OR ANY CONTENT IS TO STOP USING THE NAZARENE.ORG SITE OR ANY SUCH CONTENT. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES.

The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

Church of the Nazarene reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Nazarene.org Site, or any portion of the Nazarene.org Site, for any reason; (2) to modify or change the Nazarene.org Site, or any portion of the Nazarene.org Site, and any applicable policies or terms; and (3) to interrupt the operation of the Nazarene.org Site, or any portion of the Nazarene.org Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

### **Limitation of Liability**

Except where prohibited by law, in no event will Church of the Nazarene be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if Church of the Nazarene has been advised of the possibility of such damages.

If, notwithstanding the other provisions of these Terms of Use, Church of the Nazarene is found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the Nazarene.org Site or any Content, Church of the Nazarene's liability shall in no event exceed the greater of (1) the total of any license fee, subscription fee, or similar fees with respect to any service or feature of or on the Nazarene.org Site paid in the six months prior to the date of the initial claim made against Church of the Nazarene, or (2) US \$100.00. Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.

### **Indemnity**

You agree to indemnify and hold Church of the Nazarene, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against Church of the Nazarene by any third party due to or arising out of or in connection with your use of the Nazarene.org Site.

### **Violation of These Terms of Use**

Church of the Nazarene may disclose any information it has about you (including your identity) if it determines that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Nazarene.org Site, or to identify, contact, or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) Church of the Nazarene's rights or property, or the rights or property of visitors to or users of the Nazarene.org Site, including Church of the Nazarene's customers.

Church of the Nazarene reserves the right at all times to disclose any information that Church of the Nazarene deems necessary to comply with any applicable law, regulation, legal process or governmental request. Church of the Nazarene also may disclose your information when Church of the Nazarene determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

You acknowledge and agree that Church of the Nazarene may preserve any transmittal or communication by you with Church of the Nazarene through the Nazarene.org Site or any service offered on or through the Nazarene.org Site, and may also disclose such data if required to do so by law or Church of the Nazarene determines that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms of Use, (3)

respond to claims that any such data violates the rights of others, or (4) protect the rights, property or personal safety of Church of the Nazarene, its employees, users of or visitors to the Nazarene.org Site, and the public.

You agree that Church of the Nazarene may, in its sole discretion and without prior notice, terminate your access to the Nazarene.org Site and/or block your future access to the Nazarene.org Site with or without cause, including without limitation if it determines that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Nazarene.org Site, if requested by law enforcement or other government agencies, or due to unexpected technical issues. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to Church of the Nazarene, for which monetary damages would be inadequate, and you consent to Church of the Nazarene obtaining any injunctive or equitable relief that Church of the Nazarene deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Church of the Nazarene may have at law or in equity.

If Church of the Nazarene does take any legal action against you as a result of your violation of these Terms of Use, Church of the Nazarene will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to Church of the Nazarene. You agree that Church of the Nazarene will not be liable to you or to any third party for termination of your access to the Nazarene.org Site as a result of any violation of these Terms of Use.

### **Governing Law; Dispute Resolution**

You agree that all matters relating to your access to or use of the Nazarene.org Site, including all disputes, will be governed by the laws of the United States and by the laws of the State of Missouri without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the federal court in Kansas City, Missouri, and waive any objection to such jurisdiction or venue. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. In the event of any controversy or dispute between Church of the Nazarene and you arising out of or in connection with your use of the Nazarene.org Site, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If Church of the Nazarene is unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

### **Void Where Prohibited**

Although the Nazarene.org Site is accessible worldwide, not all features, products or services discussed, referenced, provided, or offered through or on the Nazarene.org Site are available to all persons or in all geographic locations, or appropriate or available for use outside the United States and Church of the Nazarene makes no representation that the Nazarene.org Site will be available for use in other jurisdictions. Church of the Nazarene reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature, product or service made on the Nazarene.org Site is void where prohibited. If you choose to access the Nazarene.org Site, you do so on your own initiative and you are solely responsible for complying with applicable local laws.

### **Miscellaneous**

You may not use or export or re-export any Content or any copy or adaptation of such Content, or any product or service offered on the Nazarene.org Site, in violation of any applicable laws or regulations, including without limitation United States export laws and regulations.

If any of the provisions of these Terms of Use are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary

and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect. These Terms of Use constitute the entire agreement between you and Church of the Nazarene with regard to your use of the Nazarene.org Site, and any and all other written or oral agreements or understandings previously existing between you and Church of the Nazarene with respect to such use are hereby superseded and cancelled. Church of the Nazarene will not accept any counter-offers to these Terms of Use, and all such offers are hereby categorically rejected. Church of the Nazarene's failure to insist on or enforce strict performance of these Terms of Use shall not be construed as a waiver by Church of the Nazarene of any provision or any right it has to enforce these Terms of Use, nor shall any course of conduct between Church of the Nazarene and you or any other party be deemed to modify any provision of these Terms of Use. These Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties.

### **Feedback and Information**

Any feedback you provide at this Nazarene.org Site shall be deemed to be non-confidential. Church of the Nazarene shall be free to use such information on an unrestricted basis.

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