# **CCO Terms of Use**

January 2023

Terms of Use

LAST UPDATED: January 2023

PLEASE CAREFULLY REVIEW THE TERMS OF USE OF THIS SITE AND THE TERMS OF OUR PRIVACY POLICY BEFORE USING THIS SITE OR ANY OF OUR SITES, OR ANY GOODS OR SERVICES FROM THIS SITE OR ANY OF OUR SITES.

When we use the terms "we," "us," "our," "our organization," or "CCO," we refer to Coalition for Christian Outreach and affi liated ministries of our organization (such as the Jubilee conference).

#### 1. Use of Site

By accessing or using this site, you agree to be bound by, and acknowledge your acceptance of these Terms of Use and any other documents referred to in it. These Terms of Use may be changed at any time by us. We encourage you to periodically review these Terms of Use for any material changes. You agree to be bound by all of the provisions of these Terms of Use that are displayed on the Site on the date you use the Site and/or any part of the Services. Your use of the Site, and/or any part of the Services, indicates your acceptance of all of the provisions of these Terms of Use that are displayed on the Site on the date on the Site on the date of such use.

#### 2. DESCRIPTION OF SITE AND THE SERVICES

We may provide, through the Site, certain services (collectively, the "Services") that include without limitation, the:

(a) provision of the Site and other online services and internet sites;



(b) display, performance, provision, and use of (i) information such as educational, promotional, product, pricing, marketing and other valuable information (collectively, "Information,") (ii) copyrighted works, photographs, text, music, video, sound, graphics, messages (collectively, "Content") and other Materials, including Our Materials and Third Party Materials (used with permission), and (iii) Our Trademarks and Third Party Trademarks (used with permission);

(c) interactive communication through chat, message boards, VOIP and other media; and

(d) off ering of products and services for sale, license, distribution or use.

You can contact us about this Site or about accessing and changing any personal information you provide at this Site at cco@ccojubilee.org.

# 3. OWNERSHIP OF INTELLECTUAL PROPERTY OF THIS SITE AND MATERIALS

3.1. Trademarks, Copyright and Intellectual Property Ownership

We use names, marks, brands, design marks, slogans, logos, designs, trade dress and trade names of the CCO and our affiliated ministries on the Site or with the Services ("Our Trademarks.") We own all rights, including intellectual property rights, whether registered or unregistered, to Our Trademarks, the Content on the Site, and other information displayed and posted on, contained in, and/or provided in connection with, the Site and/or the Services (collectively, "Our Materials").

Also, certain third parties have allowed us to post or use their materials and Third-Party Trademarks on the Site (collectively, "Third Party Materials"). These third parties retain all rights to their respective Third-Party Materials, including intellectual property rights. For ease of reference, we refer to Our Materials and Third-Party Materials collectively as the "Materials."

# 3.2 Copyright Notice

Our Materials contained on this Site or in CCO publications, books and other materials or products, such as text, graphics, illustrations, logos, etc., are copyrighted by and proprietary to CCO. Copyright © Coalition for Christian Outreach. All rights reserved.

We exclusively own, or have the right to use or license, all intellectual property in the Materials, proprietary information and know-how used with the Site and Services. We maintain all of the web pages of our websites as a collective work under the U.S. copyright laws and protect the Site and Our Materials under trademark and other intellectual property laws.

Our Material(s) and/or products(s), including the Content of the Site, may not be reproduced, copied, displayed, or distributed into any medium or translated in whole or in part by any individual, organization, or corporation.

Our Material(s) and/or product(s) may not be bundled or sold with other materials(s) and/or product(s), used in any derivative work(s), or used in connection with any fundraising activities without prior written express permission. Granting permission is at the sole discretion of CCO. Written permission must be obtained prior to using, translating, reproducing, publishing, or redistributing the material(s) and/or products(s). For more information, contact us at: 5912 Penn Avenue, Pittsburgh, PA 15206 or (412) 363-3303 or cco@ccojubilee.org

Any authorized use of Our Materials, including any authorized reproduction, transmission, broadcast or adaptations permitted under these Terms of Use, must contain the following Copyright notice:

"© Coalition for Christian Outreach. All rights reserved. Used by permission."

All other copyright notices and trademark notices should be maintained and displayed, as displayed on the Site or on the relevant work, or as otherwise instructed by us.

# 3.3 Rights in Materials.

By using or accessing the Site or Services, you do not acquire any rights or interest in any Materials. The only rights you can gain are those we explicitly grant to you through these Terms of Use. We reserve all rights that we do not expressly grant to you.



You agree not to display, use (including co-branding your own goods or services with our Trademark), remove, or alter our or Third-Party Trademarks, Content or other Information without prior written consent.

You also agree that any use by you, or on your behalf, of Our Trademarks, and the goodwill associated therewith, shall inure to our benefit.

# 4. RESTRICTIONS ON USE OF CONTENT, MATERIALS AND MARKS

Your use of the Site is strictly and exclusively limited to personal, non-commercial use. Your use is also subject to our and third party intellectual property rights. Except as expressly authorized in these Terms of Use, you agree that:

You will not reproduce, edit, modify, rent, license, sell, distribute, mirror, republish, download, transmit, or create derivative works from any Materials displayed on, or made available through the Site, or in connection with any of the Services, in whole or in part, by any means now known or later developed;

You will not modify, decompile, or reverse engineer any part of the software;

You will not copy, post or transmit any Materials that you receive from, access, or retrieve from, the Site or through any of the Services, to any server, or network of computers;

You will not remove or modify any copyright or trademark notice, or other notice of ownership, displayed on, or affi xed to, any Materials, including any copies of the licensed materials that you download and/or distribute; and

You will not frame the Site within a mark other than that of Our Ministry.

#### 5. PERSONAL INFORMATION AND PRIVACY OF INFORMATION

5.1 Provision of Your Personal Information

As a user of the Site, you can visit certain areas of the Site without revealing any information about yourself. In other parts of our Site, you may be required to provide information for certain purposes, including registering for a service, completing a transaction, making a donation, sending correspondence, purchasing or ordering a product or gaining access to a portion of the Site or a Service. Any information you provide to the Site is subject to our Privacy Policy.

### 5.2 Accuracy of Personal Information

In operating our Site, we seek to provide valuable information and we value accurate and honest communication. In using the Site, you agree to provide true, accurate, current and complete information about yourself in the data and materials you provide. It is your responsibility to maintain the security of all passwords, user identification data, and other unique identifiers established in connection with your use of any part of the Site and/or any Service. As part of your use, you agree to maintain and promptly update any information you provide and to keep it true, accurate, current and complete.

If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your access to the Site, and to refuse any and all current or future access to, or use of, the Site and the Services.

#### 6. GENERAL USE RULES

By using or accessing the Site or Services, you agree to adhere to the following General Use Rules. We reserve the right to suspend or terminate your access to the Site, and to refuse any and all current or future access to, or use of, the Site and the Services for violation of any of the following General Use Rules

#### No Obscenity

We do not allow obscene, racist, vulgar, discourteous, indecent or sexually explicit language or images. You agree not to post, upload, e-mail, transmit, distribute, or otherwise make available, any such content or materials onto any of the Site, including any Forum.

No Posting or Communication of Infringing Material or Harassing Communications or Advertisements

You also agree not to post, communicate, upload, e-mail, transmit, distribute, or otherwise make available:

any material or content that infringes and/or violates any right of a third party (including its intellectual property and proprietary rights), or any law;

any harassing, slanderous, libelous or derogatory information or content; or

any advertisements for products or services, "junk mail," spam, chain mail, pyramid schemes, or other form of commercial or illegal solicitation.

No Commercial Uses

You agree not to use any Forum or the Site for commercial purposes of any kind.

No Harm to Minors

You agree not to harm, or attempt to harm, lure or deceive minors in any way.

No False Identity

You agree not to create or use a false identity for the purpose of misleading others.

Do Not Collect or Store Personal Data

You agree not to collect or store personal data about other users.

No Virus or Disabling Software

You agree not to post or distribute any software or other materials that contain a virus, worm, trojan horse or other harmful or disabling code or component.

No Interference with the Site or Services

You agree not to interfere with, or disrupt, the operation of the Site and/or the Services, or with servers or networks connected to, or used in connection with the operation of the Site.



#### **Obey Requirements**

You agree to obey any requirements, procedures, policies or regulations established by the owners or operators of any networks, hardware, or software connected to, or used in connection with the operation of the Site, or any requirement that we post on the Site.

#### **Respect Privacy of Others**

You must respect the privacy of others. You agree not to post or disclose phone numbers, addresses, Social Security numbers, or any other private information, relating to any other person.

#### 7. INTERACTIVE PARTICIPATION AND USER POSTED INFORMATION AND CONTENT

#### 7.1 Truthful Participation and Assumption of Risk in Interactive Communications

Through our Site, you may participate in a number of interactive communication activities including chat, forums, message boards, email, and other means of interactive communication (collectively, "Interactive Communications"). We are not responsible for the content, opinions or accuracy of any information provided or posted in any Interactive Communication. You participate at your own risk when engaging in any activity relating to the Site and/or the Services (including any Interactive Communication). You expressly assume all risk and take full and sole responsibility for (a) all postings using, or made under, your passwords or your accounts; (b) any use of any Information, Content or Materials provided or displayed on, or contained in, the Site (including in any Forum); and (c) any communication or interaction with other users through the Site. When participating in a Forum or Interactive Communication, you are wise to never assume that people are who they say they are, know what they say they know, or are affi liated with who they say they are. The term "Forum" means a chat area, message board, e-mail or other function that allows you to provide information or interact with others off ered as part of our Site. Portions of our Site may allow users to post their own material. The materials posted by users do not necessarily reflect our views and we shall not be liable for any user information posted or displayed on, or uploaded onto the Site, including any Forum.

#### 7.2 Posting Materials to Site

By posting materials to or communicating with other participants on the Site or in an Interactive Communication, you represent and warrant to us that: (a) you have all necessary



rights to such materials, and that the posting of such materials will not infringe on any personal or proprietary rights of any third party, including its intellectual property rights; and (b) such materials are not harmful, defamatory, unlawful, threatening, obscene, lewd, lascivious, harassing, and/or contrary to the principles, tenets, and Mission Statement of our organization.

# 7.3 We have the Right to Remove or Block Postings or Interactive Communications

We reserve the right to remove or block any and all postings and Interactive Communications, including any postings and/or Interactive Communications that we consider to be (i) defamatory, libelous, slanderous or disparaging of, or insulting to, any person, group or entity; (ii) abusive or hateful; (iii) obscene, lewd, or vulgar; or (iv) contrary to, or inconsistent with, the principles, tenets, and Mission Statement of our organization. While we reserve the right to remove any posting and/or Interactive Communication, we shall have no obligation to do so. Any harassing notes, postings or Interactive Communications that might be construed as stalking, or any postings that might otherwise be illegal or relate to illegal activity will be deleted and may be made available to the proper law-enforcement officials.

# 7.4 Ownership in Posted Material

By uploading or communicating any materials, ideas or submissions to the Site, including any Forum, or submitting any materials to us in any other manner, you automatically grant (or warrant that the owner of such materials expressly granted) to us a perpetual, royalty-free, irrevocable, nonexclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials, or to incorporate such materials into any form, medium, or technology now known or later developed. In addition, you waive and warrant that all so-called "moral rights" in those materials have been waived. You agree that we own any derivative works, improvements or other materials, works, ideas, intellectual property, and/or products created from, based on, or related to, our access to, or use of, any materials you provide. If on a particular Site we have included an upload license, those terms should be noted as also applying, with any conflicts governed by these Terms of Use.

# 8. ACTIVITIES WITH THIRD PARTIES ON OR FROM THE SITE

# 8.1 Linking to Third Party Sites from Our Site

From time to time, we may provide links on the Site that will allow you to connect with web sites of third-parties that are not under our control. We are providing these links only as a



convenience to you. Further, there may be times while in the Site that you could be directed to sites that are beyond our control. This includes links from other organizations, sponsors or volunteers that may use our logo(s) as part of an agreement with us. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or off ensive.

#### 8.2 No Warranties

WE MAKE NO REPRESENTATIONS OR WARRANTIES CONCERNING THE CONTENT OF, OR THE PRIVACY PRACTICES OF, OR THE AVAILABILITY OR QUALITY OF ANY PRODUCTS, MATERIALS OR SERVICES THAT YOU PURCHASE FROM A THIRD-PARTY WEBSITE THAT LINKS TO OR FROM OUR SITE EVEN IF WE PROVIDE LINKS TO SUCH SITES ON OUR SITE. WE ACCEPT NO RESPONSIBILITY FOR, AND WE EXPRESSLY DISCLAIM ANY WARRANTIES OR LIABILITY RELATING TO, THE ACCURACY, RELEVANCY, COPYRIGHT COMPLIANCE, LEGALITY, OR DECENCY OF MATERIALS DISPLAYED ON, OR CONTAINED IN, WEB SITES LINKED TO, OR TO WHICH YOU ARE DIRECTED FROM, OUR SITE. YOU ACCESS AND USE SUCH WEB SITES, AND THE SERVICES PROVIDED IN CONNECTION THEREWITH, AT YOUR OWN RISK. WE ENCOURAGE YOU TO REVIEW THE TERMS OF USE AND PRIVACY POLICY POSTED ON ANY THIRD-PARTY WEB SITE, OR TO CONTACT THE OPERATOR OF THE WEBSITE PRIOR TO USING, OR PROVIDING ANY INFORMATION ON, SUCH THIRD PARTY WEBSITES.

# 8.3 No Endorsement

Links to other websites do not imply an endorsement of the materials, products, content, ideas or Interactive Communications displayed on, or disseminated at or through those websites, nor does the existence of a link to another website imply that the organization or person publishing at that site endorses any of the materials or ideas at our Site. We reserve the right to disable links from third-party sites to our Site at any time without prior notice.

# 8.4 Rules for Linking to Our Site

We may provide the option for you to post a link to our site from your site or other third-party sites. We reserve the right to, at any time and without prior notice, ask you to remove the link should we determine it to have a negative eff ect on our Site, search engine results or other negative impact on our visitors. You agree to remove the link immediately upon request.

# 9. PRODUCT SALES, DONATIONS, SUBSCRIPTIONS AND FEES

#### 9.1 Product Sales and Availability

We may sell certain products and materials on our Site. All prices for products and materials sold through the Site are quoted in U.S. Dollars, and are valid and eff ective only in the United States at the time of posting. If we provide products or materials for delivery to certain locations outside the United States, we reserve the right to charge a higher price, or additional fees, for such products. We reserve the right to, at any time, and without prior notice, discontinue or change information, availability and pricing on any product or Materials on our Site, without incurring any obligations to you or any other party. You are responsible for any applicable use taxes of your jurisdiction imposed as user or buyer of products or services.

#### 9.2 Third Party Sales

WE MAKE NO REPRESENTATIONS WITH RESPECT TO THE AVAILABILITY OR QUALITY OF ANY PRODUCTS, MATERIALS OR SERVICES THAT YOU PURCHASE FROM A THIRD-PARTY WEBSITE THAT LINKS TO OR FROM OUR SITE, OR AS A RESULT OF THIRD-PARTY CONTENT (INCLUDING ADVERTISEMENTS OR SPONSORSHIPS) POSTED, DISPLAYED OR INCLUDED ON OUR SITE. WE DO NOT ENDORSE ANY OF THE PRODUCTS, NOR HAVE WE TAKEN ANY STEPS TO CONFIRM THE ACCURACY OR RELIABILITY OF ANY INFORMATION CONTAINED IN SUCH THIRD-PARTY SITES OR CONTENT (INCLUDING ADVERTISEMENTS).

YOU HEREBY IRREVOCABLY AND FOREVER RELEASE AND WAIVE (ON BEHALF OF YOURSELF AND YOUR HEIRS, PERSONAL REPRESENTATIVE, AND PERMITTED ASSIGNS) ANY CLAIM AGAINST US RELATING TO, OR ARISING OUT OF, (A) THE OPERATION OR DISPLAY OF ANY THIRD-PARTY WEB-SITES AND THIRD-PARTY CONTENT, WHETHER OR NOT SUCH WEBSITES AND CONTENT ARE ACCESSIBLE THROUGH, OR DISPLAYED ON, OUR SITE; (B) YOUR ACCESS OR USE OF ANY THIRD-PARTY WEBSITE OR THIRD-PARTY CONTENT; AND (C) ANY AND ALL PRODUCTS OR MATERIALS THAT YOU PURCHASE FROM ANY THIRD-PARTY WEB SITE, EVEN IF SUCH PRODUCT IS ADVERTISED ON OUR SITE.

WE STRONGLY ENCOURAGE YOU TO MAKE WHATEVER INVESTIGATION YOU FEEL NECESSARY OR APPROPRIATE BEFORE PROCEEDING WITH ANY ON-LINE OR OFF-LINE TRANSACTION WITH THE OPERATOR OR OWNER OF A THIRD-PARTY WEBSITE OR THE PUBLISHER OR OWNER OF ANY THIRD-PARTY CONTENT DISPLAYED ON OUR SITE.



#### 9.3 Ownership of Third Party Materials

Third Party Materials are owned or licensed by the owner thereof, and, where necessary, we use such Third-Party Materials with the permission of the owner. Unless we expressly indicate in these Terms of Use, you have no rights or interest in any Third-Party Materials. All rights relating to these materials are reserved to their owner.

#### 9.4 Donations

Donations made through our Site are verified, secure and confidential. Like any tax-deductible charitable contribution, any electronic giving made through our Site by credit card or electronic transfer is considered made and irrevocable at the time the contribution is submitted on our Site. For further information or questions concerning donations you may contact us at 412-363-3303, cco@ccojubilee.org, 5912 Penn Avenue, Pittsburgh, PA 15206 or visit our website at: https://donate.ccojubilee.org

### 9.5 Credit Cards

We take the issue of your privacy seriously. All credit card information submitted is protected by SSL (Secure Sockets Layer) encryption or similar technology. We provide your credit card number, billing and shipping information to participating merchants from whom you buy goods or services. All credit card payments are processed using PCI compliant technology, to ensure that your credit card number is securely passed to the merchant. We do not store your credit card details. These merchants are solely responsible for how they use that information and any other information they independently acquire from you or about you. Otherwise, we do not share or use your credit card information, except as described in our Privacy Policy, which we encourage you to read each time you visit our Site. As set forth in our Privacy Policy, we require all third-party service providers to respect the security of your personal data and to treat it in accordance with our data protection policies and all applicable laws.

#### 9.6 Subscriptions, Fees and Billing

Some services off ered on our Site may require a subscription or other fee to receive Services ("Subscribed Services"). If you open an account for Subscribed Services on our Site, you hereby agree to pay all charges to such account, including applicable taxes, in accordance with billing terms in eff ect at the time the fee or charge becomes payable and following all rules of the subscriptions. We reserve the right to change the amount of, or basis for determining, any fees or charges for services we provide, and to institute new fees, charges, or terms eff ective



upon notice to you at the e-mail address you provide when establishing your account. We reserve the right to terminate your account(s) at any time for any reason.

#### 10. DISCLAIMERS

10.1.

EXCEPT FOR THE LIMITED WARRANTIES OTHERWISE EXPRESSLY STATED AND DISPLAYED ON THE SITE RELATING TO CERTAIN PRODUCTS THAT WE SELL THROUGH THE INTERNET STORE, YOUR USE OF THE SITE, THE SERVICES, ALL CONTENT, ALL INFORMATION, AND ALL MATERIALS ARE OFFERED ON AN "AS IS" BASIS, "WITH ALL FAULTS," AND "AS AVAILABLE," WITHOUT ANY WARRANTIES WHATSOEVER, EITHER EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW. WE EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE SITE, ALL INFORMATION, CONTENT, MATERIALS, THE SOFTWARE, AND THE SERVICES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SITE AND/OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS OR ERRORS WILL BE CORRECTED PROMPTLY OR AT ALL; AND/OR THAT ANY OF THE SITE, INFORMATION, CONTENT, MATERIALS, THE SERVICES (AND/OR ANY SOFTWARE, SERVER, COMPUTER, HARDWARE, OR NETWORK RELATING TO THE OPERATION, OR HOSTING OF, ANY OF THE FOREGOING) WILL BE FREE OF VIRUSES, ERRORS, OR HARMFUL COMPONENTS. WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY COMMUNICATIONS OR MATERIALS POSTED ON OUR THE SITE OR IN ANY FORUM.

10.2.

WE EXPRESSLY DISCLAIM ANY WARRANTIES, REPRESENTATIONS, OR RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION, CONTENT, AND MATERIALS CONTAINED, DISPLAYED, OR POSTED ON THE SITE OR OTHERWISE AVAILABLE THROUGH OUR SITE, OR ON SITES THAT LINK TO OR FROM THE SITE. ALL SUCH INFORMATION, CONTENT AND MATERIALS ARE SUBJECT TO CHANGE WITHOUT NOTICE. WE DO NOT WARRANT, OR MAKE ANY REPRESENTATIONS WITH RESPECT TO, THE USE, OR THE RESULTS THAT MAY BE ACHIEVED THROUGH SUCH USE, OF ANY OF THE SITES, ANY PART OF THE SERVICES, AND/OR ANY INFORMATION, CONTENT, AND/OR MATERIALS.

10.3.



AT ANY TIME AND WITHOUT NOTICE, WE MAY, FOR ANY REASON WHATSOEVER AND WITHOUT INCURRING ANY LIABILITY OR OBLIGATION TO YOU OR ANY OTHER PARTY, TERMINATE OR SUSPEND THE DISPLAY, OPERATION AND/OR PROVISION OF (A) THE-SITE (OR ANY PART THEREOF, INCLUDING ANY CONTENT, INFORMATION, AND/OR MATERIALS); (B) ANY PART OF THE SERVICES; AND/OR (C) YOUR ACCESS TO THE SITE OR ANY PART OF THE SERVICES.

10.4

WHILE WE WILL MAKE REASONABLE EFFORTS TO PROVIDE ACCURATE AND TIMELY INFORMATION, REPORTS AND PRAYER REQUESTS ON OUR SITE, YOU SHOULD NOT ASSUME THAT THE INFORMATION PROVIDED IS ALWAYS UP TO DATE, ACCURATE, COMPLETE OR THAT OUR SITE CONTAINS ALL OF THE RELEVANT INFORMATION AVAILABLE. IN PARTICULAR, IF YOU ARE MAKING A CONTRIBUTION DECISION REGARDING ANY OF OUR MINISTRIES, PLEASE CONSULT A NUMBER OF DIFFERENT AND INDEPENDENT SOURCES.

# 11. LIMITATION OF LIABILITY

IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES THAT RESULT FROM YOUR USE OF, OR INABILITY TO USE, ANY OF THE SITE, ANY INFORMATION, ANY CONTENT, ANY MATERIALS, AND/OR ANY SERVICES, OR ANY PART THEREOF, EVEN IF WE HAVE BEEN EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU TO US, IF ANY, FOR ACCESSING OR USING ANY OF THE SITE AND/OR FOR USING THE SERVICES OR ANY PART THEREOF. IF YOU ARE DISSATISFIED WITH ANY ASPECT OF THE SITE AND/OR SERVICES, IF YOU DO NOT AGREE WITH ANY PROVISION OF THESE TERMS OF USE, OR IF YOU HAVE ANY OTHER DISPUTE OR CLAIM, WITH OR AGAINST OUR ORGANIZATION WITH RESPECT TO THESE TERMS OF USE OR ANY OF THE SITE OR ANY PART OF THE SERVICES, THEN YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND/OR USING THE SITE AND/OR THE SERVICES.

# 12. INDEMNITY

You are entirely responsible for maintaining the confidentiality of all passwords and all accounts that you establish in conjunction with your use of our Site or the Services ("Your Accounts"). You are solely responsible for all activities that occur under, or relating to, your passwords and your accounts, and for your use of any of our Site and any part of the Services.

You hereby agree to indemnify, defend, and hold us, and our affi liates, our offi cers, directors, trustees, owners, agents, information providers, affi liates, licensors, and licensees (collectively, the "Indemnified Parties"), harmless from and against any and all liabilities and costs (including reasonable attorney's fees) incurred by the Indemnified Parties in connection with any claim arising out of, or relating to:

(a) any breach by you of these Terms of Use;

(b) any unauthorized use by you of any Information, Content, Materials, our Site, or any part of the Services;

(c) your use of our Site and/or any part of the Services; and

(d) all activities relating to, or conducted under, your passwords and/or your accounts.

You shall use your best eff orts to cooperate with us in the defense of any such claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any claim against you or use that is subject to indemnification by you. You agree that that in the event of any unauthorized use of our Site, any Information, Content, Materials, and/or any part of the Services, we shall be entitled to obtain an injunction proscribing such unauthorized use, without the necessity to post bond, and in addition to any other remedies available at law or in equity.

# 13. SPECIAL ADMONITIONS FOR INTERNATIONAL USE

13.1



Unless otherwise specified, the Site, the Information, Content, Materials and the Services are presented solely for the purpose of promoting your spiritual and educational awareness and understanding, and promoting certain programs, films, and other products and services available in certain countries. Our Organization has its headquarters in Pittsburgh, Pennsylvania, USA. If you access any of our Sites from outside the United States, be advised that the Site may contain references to Information, Content, Materials, services, products and other information and materials that may not be available, or may be prohibited, in your country. We reserve the right to limit the provision of any of our Site, any Content, any Information, any Materials, and any part of the Services to any person, geographic area or jurisdiction we so choose in the exercise of our sole discretion. The Services, or any part thereof, are void where prohibited.

# 13.2

You agree to comply with all local rules regarding the use of our Site (including any Forum), any Information, any Content, any Materials, and any part of the Services, including any local rules regarding acceptable online conduct. You also specifically agree to comply with all applicable laws regarding the transmission of technical data or other information exported from the United States or the country in which you reside.

# 13.3

The software used in association with the Site and the Services ("Software") may be further subject to United States export controls. No Software may be downloaded, or otherwise exported or re-exported (a) into any country to which the U.S. has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By accessing, downloading or using the Software, or any other materials relating to the Site that are subject to United States export controls, you represent and warrant to us that you are not located in, or a resident or national of, any of the countries described in subsection (a) of this Paragraph 13.3, and that you are not acting on behalf of, or under the control of a national or resident of any such country, or any person described in subsection (b) of this Paragraph 13.3.

#### 14. TERMINATION

These Terms of Use, as may be modified from time to time by us without notice, are eff ective until we provide notice of termination thereof on our Site. You agree to be bound by the Terms of Use as displayed on our Site at the time you use the Sites and/or any part of the



Services provided in connection therewith. You may not terminate any provision of these Terms of Use. Your sole and exclusive remedy is to discontinue your access and use of our Site and the Services, and to destroy all Materials and other items obtained from our Site, together with all related documentation and all copies and installations thereof, except for purchased products. We may terminate your access to our Site, and/or any part of the Services, at any time in our sole discretion, and we reserve the right at any time to discontinue the operation of our Site, and/or the provision of any part of the Services. We may immediately terminate your right to access and/or use any of our Site and/or the Services, without notice, if, in our sole discretion, you fail to comply with any provision of these Terms of Use.

# 15. GENERAL PROVISIONS

# 15.1

You acknowledge and agree that the unauthorized use of our Site, Information, Content, Materials, and/or any part of the Services could cause irreparable harm to us and/or organizations or individuals that may be associated with us worldwide. Accordingly, you agree that that in the event of any unauthorized use of our Site, any Information, Content, Materials, and/or any part of the Services, we shall be entitled to obtain an injunction proscribing such unauthorized use, without the necessity to post bond, and in addition to any other remedies available at law or in equity.

# 15.2

We may at times send you information by e-mail that we believe will be of interest to you. If you register at any of our Sites, and you do not want to receive e-mails from us, please let us know by responding to the unsubscribe action in the message received or contacting us through information provided on the website.

# 15.3

These Terms of Use shall be governed by, and construed in accordance with, the laws of the State of Pennsylvania without giving any eff ect to any principles of conflicts of law and excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any choice of law provisions that require application of any other law. You agree that any action at law or in equity, and/or any claim arising out of or relating to these Terms of Use, our Site, the Services, and/or your access, and/or use, of any of our Site or the



Services, shall be filed and litigated only in the state or federal courts located in Pennsylvania. You hereby consent and submit to the exclusive personal jurisdiction of such courts for the purposes of litigating any such action or claim.

# 15.4

These Terms of Use, as may be amended by us from time to time, constitute our entire agreement with respect to your use of any of the Site and the Services. These Terms of Use supersede all prior agreements, understandings and representations between us with respect to your use of the Site and the Services. You cannot amend or alter the terms of these Terms of Use.

### 15.5

If any provision of these Terms of Use is finally found by a court of competent jurisdiction to be void, invalid, unenforceable or otherwise contrary to law or equity, the remaining provisions of these Terms of Use that can be given eff ect without such void or unenforceable term or provision, shall be given full eff ect and binding on the parties.

#### 15.6

All of the provisions of these Terms of Use, which by their nature, survive the termination of these Terms of Use, shall so survive, including without limitation, the provisions of Paragraphs 3, 4, 5, 7, 8, 9, 10, 11 and 12.