

Access UCC Terms of Service and Privacy Policy

This Policy explains the terms of service and privacy policy (collectively “the terms”) for accessucc.org (“the website”), a website maintained by the National Setting of the United Church of Christ (“UCC”) for subscribers to the Access UCC service. By using the website, you are agreeing to comply with and be bound by the following terms. Please review the terms carefully. If you do not agree to the terms, you should not use the website.

1. **Acceptance of Agreement.**

You agree to the terms outlined in the Access UCC Terms of Service and Privacy Policy (“the Policy”) with respect to the website. The Policy constitutes the entire and only agreement between us and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the website, the content, products or services provided by or through the website, and the subject matter of the Policy. The Policy may be amended at any time by us from time to time without specific notice to you. The latest Policy will be posted on the website, and you should review the Policy prior to using the website.

2. **Copyright.**

The content, organization, graphics, design, compilation, magnetic translation, digital conversion and other matters related to the website are protected under applicable copyrights, trademarks and other proprietary (including but not limited to intellectual property) rights. The copying, redistribution, use, or publication by you of any such matters or any part of the website or its contents, except as allowed by Section 4, is strictly prohibited. You do not acquire ownership rights to any content viewed through the website. The posting of content on the website does not constitute a waiver of any right in such content.

3. **Service Marks.**

Products and names mentioned on the website may be trademarks of their respective owners.

4. **Limited Right to Use.**

The viewing, printing, or otherwise copying of any content from the website grants you only a limited, nonexclusive license to search and view the content of the website for 1) noncommercial personal use and/or 2) use associated with the operations or ecclesiastical functions of a setting of the United Church of Christ. No part of any content may be incorporated into any information retrieval system, electronic or mechanical, without our prior authorization.

5. **Editing, Deleting, and Modification.**

We reserve the right in our sole discretion to edit or delete any content appearing on the website.

6. **Indemnification.**

You agree to indemnify, defend, and hold the National Setting of the United Church of Christ and our partners, attorneys, staff, advertisers, product and service providers, and affiliates (collectively, "Affiliated Parties") harmless from any liability, loss, claim, and expense, including reasonable attorney's fees, related to your violation of the Policy or use of the website.

7. **Nontransferable.**

Your right to use the website is not transferable. Any password or right given to you to access the content of the website is not transferable.

8. **Disclaimer and Limits.**

THE INFORMATION AND CONTENT FROM OR THROUGH THE WEBSITE IS PROVIDED "AS-IS," "AS AVAILABLE," AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). THE INFORMATION AND SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. WE AND OUR AFFILIATED PARTIES HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF ANY INFORMATION OR SERVICE. IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, WE AND OUR AFFILIATED PARTIES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU. THIS WEBSITE AND THE PRODUCTS, SERVICES, AND INFORMATION PRESENTED WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH THE WEBSITE SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT. WE DO NOT PROVIDE LEGAL ADVICE NOR ENTER INTO ANY ATTORNEY-CLIENT RELATIONSHIP.

ALL RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES CAUSED BY VIRUSES CONTAINED WITHIN THE ELECTRONIC FILE CONTAINING THE INFORMATION AND/OR CONTENT IS DISCLAIMED. WE WILL NOT BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND THAT MAY RESULT FROM USE OF OR INABILITY TO USE OUR WEBSITE. OUR MAXIMUM LIABILITY TO YOU UNDER ALL CIRCUMSTANCES WILL BE EQUAL TO THE PURCHASE PRICE YOU PAY FOR ANY GOODS, SERVICES, OR INFORMATION.

9. **Links to Other Web Sites.**

The website contains links to other websites. We are not responsible for the content,

accuracy, or opinions expressed in such websites, and such websites are not investigated, monitored, or checked for accuracy or completeness by us. Inclusion of any linked website on our website does not imply approval or endorsement of the linked website by us. If you decide to leave our website and access these third-party sites, you do so at your own risk.

10. **Copyrights and Copyright Agents.**

Please notify the UCC if you believe that any of your intellectual property rights have been infringed. Pursuant to Section 512 of the Copyright Act (“DMCA”), the UCC designates the following individual as its agent for receipt of notifications of claimed infringement: United Church of Christ, Heather Kimmel, General Counsel, kimmelh@ucc.org, 700 Prospect Ave. E., Cleveland, OH 44115. To be effective, the notification should include: a physical or electronic signature of the person authorized to act on behalf of the owner of the right being infringed; identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at the site; identification of the material that is claimed to be infringing or to be the subject of infringing activity, and information sufficient to permit us to locate the material; information sufficient to allow us to contact the complaining party; a statement that the complaining party has a good faith belief that the use of the material in the manner complained of is not authorized by the copyright or intellectual property owner, agent, or the law; and a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of the right being infringed. If you fail to comply with all of these requirements, your DMCA notification may not be valid.

11. **Proposed Product and Service Offerings.**

All descriptions of proposed products and services are based on assumptions subject to change and you should not rely on the availability or functionality of products or services until they are actually offered through the Site.

12. **Information and Press Releases.**

The website contains information about us. While this information was believed to be accurate as of the date prepared, we disclaim any duty or obligation to update this information. Information about companies other than ours should not be relied upon as being provided or endorsed by us.

13. **Privacy Policy.**

This paragraph explains the privacy practices of the National Setting of the United Church of Christ (“the UCC”) and how the UCC treats your information. This paragraph only applies to information we collect from visitors to the website, accessucc.org. This paragraph does not apply to information collected by the UCC offline or through any other means or website, or from any third party. Please read this paragraph carefully. You acknowledge that it is part of our Policy, and by clicking “I agree” to the Policy you agree to be bound and to abide by it. If you do not agree, you must not access accessucc.org or use any of the content found on accessucc.org. The UCC collects the personal information that you make available to the UCC, including first and last name,

email address, mobile phone number, user name, passwords, and cookie data. We also collect some information automatically about your computer hardware and software, which can include your IP address, browser type, domain names, access times and dates, referring website addresses, cookies, flash cookies, web beacons, and log file information. The information that we automatically collect does not by itself identify a specific individual and is statistical data typically aggregated with other data to help us improve our website. The UCC collects your information when you provide consent; for purposes that are required by law; and for the purposes of responding to requests by the government, a court of law, or law enforcement authorities conducting an investigation. The UCC uses your information to present our website and its contents to you; to communicate with you via newsletters to which you subscribe; to fulfill contracts, in particular, facilitating and processing transactions; and where it is necessary to fulfill the UCC's legitimate interests, which include operating our website; providing information and services described on our website; verifying your identity; determining how to improve our website; and responding to your questions and comments. The UCC retains your personal information for as long as necessary to provide the services to you and to comply with legal obligations. If you no longer want the UCC to use your personal information you can request that the UCC delete your personal information by contacting Chris Gabriel at gabrielc@ucc.org; however, the UCC will retain information as is necessary for the UCC's legitimate business interests. If you have questions about the UCC's privacy practices, please contact Heather E. Kimmel at kimmelh@ucc.org.

14. **Miscellaneous.**

The Policy shall be treated as though it were executed and performed in Cleveland, Ohio, and shall be governed by and construed in accordance with the laws of the State of Ohio (without regard to conflict of law principles). Any cause of action by you with respect to the website (and/or any information, products or services related thereto) must be instituted within one (1) year after the cause of action arose or be forever waived and barred. All actions shall be subject to the limitations set forth in Section 8 and Section 10. The language in the Policy shall be interpreted as to its fair meaning and not strictly for or against either party. All legal proceedings arising out of or in connection with the Policy shall be brought solely in Cleveland, Ohio. You expressly submit to the exclusive jurisdiction of said courts and consent to extra-territorial service of process. Should any part of the Policy be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that anything in or associated with the website is in conflict or inconsistent with the Policy, the Policy shall take precedence. Our failure to enforce any provision of the Policy shall not be deemed a waiver of such provision nor of the right to enforce such provision.