

Terms of Use Agreement

Trinity Y2K Childcare Center

TERMS OF USE

These Terms of Use were last updated on March 20, 2015

READ THIS FIRST. This section contains the Terms of Use that govern your use of the Trinity Y2K Childcare Center (herein after known as “Trinity Y2K”) website. It contains information Users should familiarize yourself with before you use the Trinity Y2K website or send information through it. By using the Trinity Y2K website (“Website”) at trinityy2kdaycare.com or other affiliated sites or by otherwise accessing any content found on the website, you, the “User,” are deemed to have entered into an agreement with the owner and operator of the website Trinity Y2K Childcare Center. (“Owner”), and to have agreed to be bound by all of the terms set out below.

1. Trinity Y2K Site Content and Intellectual Property Protection.

A. Material on the website, including but not limited to text, software, code, graphics, images, data, audio and video (collectively, the "Materials"), is owned by the Owner or third-party licensors. The Owner and/or third-party licensors retain all proprietary rights to the Materials, including all intellectual property rights associated therewith (e.g., copyrights, patents, trademarks, trade secrets and know-how). Unless otherwise indicated on the Website, Users may download one copy of the Materials for personal, noncommercial use and/or printing copies of the Materials for such use, but Users may **not** sell, modify, reproduce, display, publicly perform, prepare derivative works based upon, distribute or otherwise use the Materials in any way without first obtaining the written permission of the Owner [please note the provisions on the use of the PC(USA) Seal at the pcusa.org website]. Requests for permission for uses not authorized by these Terms of Use may be sent to:

Trinity Y2K Childcare Center
Attn: Daycare Director
P.O. Box 14758
Surfside Beach, SC 29587

B. Users must retain all copyright, trademark and other proprietary notices contained in the original Materials on any copy Users make of the Materials. Users may not frame or utilize framing techniques to enclose all or any portion of the website. Users may not use any meta tags or any other similar hidden text utilizing the Trinity Y2K name or trademarks.

2. User Postings on the Website.

A. Users are responsible for their own communications and are responsible for the consequences of any of their postings in the public areas of the website. By submitting any material for posting on the website, Users automatically grant (or, if Users are not the owner, Users warrant that the owner of such material has expressly granted) the Owner a royalty-free, perpetual, irrevocable, nonexclusive and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, display and otherwise use and exploit

such material (in whole or in part) worldwide and/or to incorporate it in other work in any form, media or technology now known or later developed.

B. The Owner does not represent or guarantee the accuracy, completeness or reliability of any material posted by Users of the website nor do we endorse any opinions expressed by any Users. A User may rely on material posted by other users only at User's own risk. Although the Owner may occasionally screen or monitor material posted by Users, the Owner does not do so systematically, and the Owner is not obligated to do so.

C. The Owner may, for any reason, edit, refuse to post or remove without notice any materials posted by Users. However, the Owner has no obligation to edit, refuse to post or remove any material, including material that Users may find objectionable or offensive or that violates these Terms of Use. If Users become aware of any material that violates these Terms of Use, Users may contact the Daycare Director's office and leave a message for the Website Administrator, detailing such information. However, the Owner does not guarantee that any action will be taken as a result of User's contact.

3. Prohibited Activities.

Users may not do any of the following while using the website:

Upload messages, information, data, text, software, graphic files or other materials ("Materials") that are unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, hateful or otherwise objectionable or that may invade another's privacy;

Upload any Materials that violate or infringe any patent, trademark, trade secret, copyright or any intellectual property right, of whatever nature, of anyone;

Interfere with or disrupt networks connected to the website or violate the regulations, policies or procedures of such networks;

Attempt to gain unauthorized access to the website, computer systems or networks connected to the Website, through password mining or any other means;

Interfere with another User's use and enjoyment of the website;

Upload Materials that contains a virus, worm, corrupted file, or other harmful program or component;

Impersonate any person or entity, including, but not limited to, employees of Trinity Y2K or related entities, volunteers or elected representatives or falsely state or otherwise misrepresent any affiliation with any such person or entity, or upload any materials under a fictitious name;

Upload any materials that Users do not have a right to upload under law or under contractual or fiduciary relationships (including but not limited to nondisclosure agreements);

Upload any information or grant permissions to view information to any person in a manner that exceeds a User's contractual or other legal authority;

Upload any unsolicited advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, contests, surveys, or any other form of solicitation (commercial or non-commercial); or

Intentionally or unintentionally violate or encourage or assist another to violate any law or regulation in connection with a User's use or another's use of the website.

4. Linking to the Website.

Users may provide a link on their site to the Trinity Y2K website subject to the following requirements:

Users may not frame or alter the appearance or visual presentation of the website.

Users may not state or imply that the Owner endorses, sponsors or otherwise approves of the User's site or any other sites, unless it is true and accurate. Links to the website may not be used in a way that implies or suggests that the Owner approves or endorses the User, User's website or User's goods and services, unless it is true and accurate.

Links may be text-based using the words: "Trinity Y2K Childcare Center" or "trinityy2kdaycare.com."

Users may not use the Licensed Marks on any site that disparages the Owner or any of the Owner's affiliates or presents false information about them.

Users may not use the Licensed Marks as a predominant feature of their site. At a minimum, this means that the Licensed Marks must appear smaller than the User's web page title and any of User's marks or logos, they may not be displayed more prominently than other marks or logos on User's page, and they should not appear at the top of the page, but rather at the bottom, along the sides or in some less prominent location.

Users may not use the Licensed Marks in any manner that would adversely affect the name, reputation or goodwill of the Owner or use the Licensed Marks on any site that contains any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, hateful or otherwise objectionable or that may invade another's privacy.

Users may not use the Licensed Marks on any site that violates or infringes any patent, trademark, trade secret, copyright or any right, of whatever nature, of anyone, or that violates or encourages or assists another to violate any law or regulation.

The Owner has no responsibility or liability for any content appearing on a User's website. Users agree to defend, indemnify and hold harmless the Owner and its affiliates and their officers, directors, employees and agents, from and against any and all third-party claims, liability, actions, demands, costs or expenses (including, but not limited to, reasonable legal and accounting fees) arising from or relating to User's website. The Owner reserve the right to defend any such claim and Users agree to provide the Owner with such reasonable cooperation as it may request.

By linking, Users acknowledge and agree that, other than as specifically set forth in these Terms of Use, all rights to the Licensed Marks and other Owner marks and logos belong to the Owner. In addition, Users acknowledge the validity of the Owner's ownership in the Licensed Marks and other Owner marks and logos and will not contest such ownership or the validity of any registrations of the Owner relating to such marks and logos. Users agree that use of the Licensed Marks shall inure to the benefit of the Owner. If Users happen to obtain any rights or goodwill in the Licensed Marks, Users agree that all such rights and goodwill will automatically vest in the Owner and Users will take all actions necessary to effect such vesting.

Users are prohibited from using the Owner's marks or logos or any names, marks or other materials in a manner that is likely to cause confusion with, dilute or damage the reputation or image of the Owner.

The Owner reserves the right at any time and in its sole discretion to request that Users remove all links or any particular link to the Website from User's site.

Subject to these Terms of Use and User's compliance with the above requirements, the Owner agrees to grant Users a limited, non-exclusive, non-transferable, royalty-free license to use the Licensed Marks solely for the purpose of establishing any link that is permitted hereunder. Except for the limited license to use the Licensed Marks set forth in this paragraph, Users may not use any of the Owner's trademarks or service marks or logos for any other reason without the express written permission of the Owner. The Owner may, at any time, in its sole discretion, without cause, terminate the license granted herein to use the Licensed Marks and User's right to link to any pages on the website. Upon our request, Users agree to immediately remove all links to the website and to cease

using the Licensed Marks. Without limiting the foregoing, if Users violate any of this Section 4, the User's license to use the Licensed Marks and the User's right to link to any pages on the Website automatically terminates. Thereafter, any future links to the Website will require the express written permission of Trinity Y2K.

5. Links to Third-Party Sites. The website contains links to third-party websites. These links are provided solely for User's convenience. They are not an endorsement by the Owner of the contents of such third-party websites. The Owner is not responsible for the content or practices of linked third-party sites. The Owner does not make any representations or warranties about the content or accuracy of materials on such third-party websites or the practices of such sites. If Users decide to access linked third-party websites, they do so at their own risk. Users should review the terms of use, privacy policy, and other policies of any linked site.

6. Submissions. Any comments, feedback, notes, messages, ideas, suggestions or other communications (collectively, "Comments") submitted to the Owner is the exclusive property of the Owner. The Owner is entitled to use, reproduce, disclose, publish and distribute any Comments for any purpose whatsoever, without restriction and without compensating Users in any way. For this reason, the Owner asks that Users do not send any Comments they do not wish to assign to the Owner, including any confidential information or any original creative materials such as stories, product ideas, computer code or original artwork.

7. Claims of Copyright Infringement. If Users believe that their work has been copied or infringed in a way that constitutes copyright infringement, Users should contact the Website Administrator through the Daycare Director office.

8. Indemnification. Users agree to defend, indemnify, and hold harmless the Owner and its affiliates and their officers, directors, employees and agents, from and against any and all third-party claims, liability, actions, demands, costs or expenses (of any nature) arising from or relating to User's use of the Website or the Materials, material that Users post to the Website or otherwise provide to Trinity Y2K or User's breach or violation of these Terms of Use. The Owner reserves the right to defend any such claim, and Users agree to provide the Owner with such reasonable cooperation as it may request.

9. Disclaimer of Warranties.

A. The Website, the Materials, and the licensed marks are provided on an as-is, as-available basis without warranties, express or implied. The Owner disclaims all warranties, express or implied, including the warranty of merchantability, non-infringement or fitness for a particular purpose.

B. Users understand and agree that the Owner:

- (1) is not responsible for the timeliness, misdelivery, deletion or failure to store any information uploaded (or attempted to be uploaded) by Users;
- (2) makes no warranty as to the accuracy or completeness of the information and services provided or obtained through the Website or the results of User's use of the Website;
- (3) may, in its sole discretion, modify, add or discontinue any aspect, content or feature of the Website.

Further:

(1) it is the User's responsibility to evaluate the accuracy, completeness and usefulness of all information obtained or provided through the Website; and
(2) the information on the Website may contain typographical errors or inaccuracies and may not be complete or current and, therefore, the Owner reserves the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice.

C. Users understand and agree that use of the Website and the Materials is at their sole risk, that any materials downloaded or otherwise obtained through the use of the Website is at their own discretion and risk and that Users will be solely responsible for any damage to the User's computer system or loss of data that results from the download of such materials. The Owner makes no warranty or representation as to the security of any information Users transmit to the Owner.

10. Limitation of Liability. The Owner and its affiliates are not liable for any damages (direct, incident, consequential or otherwise), arising from or in any way connected with these Terms of Use or the inability to use the Website or the Materials or licensed marks or anything else related to the Website no matter what is the nature of the claim (contract, tort or otherwise).

11. Privacy Policy. The Privacy Policy can also be found on this Website is subject to these Terms of Use and is incorporated by reference herein.

12. Miscellaneous.

A. The Website is based in the United States. Access to the Materials may not be legal by certain persons or in certain countries. If Users access the Website from outside the United States, they do so at their own risk and are responsible for compliance with the laws of their jurisdiction.

B. These Terms of Use will be governed by the laws of the State of South Carolina. By signing on and using the Website, Users agree that any action arising out of or relating to these Terms of Use may be brought only in a court of competent jurisdiction in Horry County, South Carolina (state or federal), and Users hereby consent to the jurisdiction, venue and convenience of those courts.

C. Headings in these Terms of Use are for convenience only and shall not be used to interpret or construe its provisions.

D. If any provision of these Terms of Use is found to be invalid, void or unenforceable by any court having competent jurisdiction, the remainder of these Terms of Use shall remain in full force and effect.

E. Any waiver of any provision of these Terms of Use will be effective only if it is in writing signed by the appropriate and approved contract signer of the Owner. No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term.

F. Notices to the Owner, other than as provided herein, can be sent to the address provided in **Item 1** of this **Agreement**.

13. Changes to these Terms of Use. The Owner may amend these Terms of Use at any time without prior notice by posting the amended Terms of Use on the website. If Users use the Website after such changes, it constitutes the User's agreement to be bound by the amended Terms of Use. Hence, Users should review these Terms of Use every time they enter the Website.