

# CALVARY CHAPEL CHURCH TERMS OF SERVICE AGREEMENT

Effective Date: October 10, 2018

IMPORTANT -- READ CAREFULLY BEFORE ACCESSING AND USING THIS SOFTWARE: THESE TERMS OF SERVICE ("Terms") AS SET FORTH IN THIS TERMS OF SERVICE AGREEMENT ("Agreement" or "TSA"), AS AMENDED FROM TIME TO TIME, ARE A BINDING CONTRACT BETWEEN YOU, WHETHER PERSONALLY OR ON BEHALF OF AN ENTITY ("you") AND CALVARY CHAPEL CHURCH, INC. ("CALVARY CHAPEL" or "we"). CALVARY CHAPEL CHURCH, INC. IS A FLORIDA NOT FOR PROFIT CORPORATION AND THESE TERMS ARE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA.

CALVARY CHAPEL'S USE OF PERSONAL INFORMATION YOU PROVIDE TO CALVARY CHAPEL AND USAGE DATA IS GOVERNED BY THE CALVARY CHAPEL PRIVACY POLICY ("Privacy Policy") AT [www.calvaryftl.org/privacypolicy](http://www.calvaryftl.org/privacypolicy).

WHEN YOU SIGN UP TO USE OUR APPLICATIONS TO ACCESS CALVARY CHAPEL'S MINISTRY, WORSHIP SERVICES, FAITH BASED RESOURCES, REGISTER AS A VOLUNTEER, REGISTER FOR CHILDCARE, REGISTER FOR CLASSES AND EVENTS AND RELATED WEBSITE PRODUCTS OR SERVICES INCLUDING, BUT NOT LIMITED TO, YOUR USE OF AN INTERNET BROWSER APPLICATION TO VISIT THE WEBSITE [WWW.CALVARYFTL.ORG](http://WWW.CALVARYFTL.ORG) (OUR "**WEBSITE**") THE CALVARY CHAPEL MOBILE APPLICATIONS, FEATURES OR FUNCTIONALITY AND SOFTWARE (COLLECTIVELY, THE "CALVARY CHAPEL SERVICES") AND ACCESS, INSTALL, OR OTHERWISE USE THE CALVARY CHAPEL SERVICES, YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS, INSTALL OR OTHERWISE USE THE CALVARY CHAPEL SERVICES.

This Agreement governs the relationship, between CALVARY CHAPEL as the service provider and you as the authorized user (the "Authorized User") identified by the «ACCOUNT\_NAME» as the individual or entity that signed up to use the Calvary Chapel Services as set forth in each User Account, as amended or renewed from time to time (each a "User Account", and collectively, "User Accounts"). The Authorized User's submission of a signed User Account to CALVARY CHAPEL and use of any Calvary Chapel Services constitutes acceptance of the terms and conditions of the User Account and of this TSA. The complete agreement between the parties shall consist of the terms and conditions set forth in each User Account, this Terms of Service Agreement, and the following related documents, which along with each User Account are incorporated herein by reference as exhibits to the TSA (each an "Exhibit and collectively, "Exhibits"): 1) CALVARY CHAPEL Privacy Policy accessed at [www.calvaryftl.org/privacypolicy](http://www.calvaryftl.org/privacypolicy); and 2) CALVARY CHAPEL's Procedures for Copyright Infringement Notice Under Digital Millennium Copyright Act Section 512\*. In the event of any conflict between the terms and conditions of any User Account and this Terms of Service Agreement or an Exhibit comprising part of this Agreement, the terms and conditions of this Terms of Service Agreement shall govern. Use of the Website(s) and/or Calvary Chapel Services is also subject to CALVARY CHAPEL'S Privacy Policy available at [www.calvaryftl.org/privacypolicy](http://www.calvaryftl.org/privacypolicy), which explains how CALVARY CHAPEL collects and uses your information. You may opt out of future emails about our Website or the Calvary Chapel Services by following instructions in our Privacy Policy, on our Website, or contained in an email that you receive from us. We reserve the right, however, to email you important information relating to your account in accordance with Section 17 below, including copyright or regulatory communications.

## 1. License.

1.1 Grant. CALVARY CHAPEL hereby grants to the Authorized User, a non-exclusive, non-transferable, limited license to use the Calvary Chapel Services for the Term (as defined below), subject to the terms and conditions set forth in this Agreement. CALVARY CHAPEL hereby grants to the Authorized User the right to use the Calvary Chapel Services in accordance with the terms of the Authorized User's permitted uses under this Agreement.

1.2 Limitations to Grant. Except as set forth in this Agreement, the Authorized User shall not: (a) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make any Calvary Chapel Services or CALVARY CHAPEL Property or CALVARY CHAPEL Materials available to any third party, except as expressly permitted by this Agreement or in any User Account; (b) use or authorize the use of the Calvary Chapel Services or Documentation in any manner or for any purpose that is unlawful under applicable Law; or (c) use the Calvary Chapel Services in any manner to provide web-based communication services to any third party.

1.3 Reservation of Rights. CALVARY CHAPEL reserves all other rights to the Calvary Chapel Services, including without limitation the right to access and modify the Calvary Chapel Services for training, maintenance, upgrades and security purposes.

## 2. Set-up.

2.1 CALVARY CHAPEL's Responsibilities. CALVARY CHAPEL shall provide access to and through the CALVARY CHAPEL Website and/or through mobile application software available for download and installation to a mobile computing device to set up and deliver to the Authorized User the Calvary Chapel Services for launch as set forth in the User Account on the date Authorized User has signed up for one or more User Accounts approved by CALVARY CHAPEL after receiving and reviewing Authorized User's login credentials, including Authorized User information and the age and parental relationship of Authorized User with any other person for which a User Account has been opened by Authorized User.

2.2 Authorized User's Responsibilities. The Authorized User shall provide CALVARY CHAPEL with all information regarding Authorized User and each person for which a User Account is opened by Authorized User as needed to complete the opening of a User Account to use the Calvary Chapel Services and shall assign a contact who shall be responsible for coordinating the use by any such persons of the Calvary Chapel Services. The Authorized User is responsible for, and shall also implement and maintain, reasonable organization, physical and technological safeguards, security and protection for each of such person and its personal computing systems used in accessing and using the Calvary Chapel Services in accordance with Terms of this Agreement.

## 3. Proprietary Rights.

3.1 Authorized User Property. The Calvary Chapel Services shall allow the Authorized User to post Authorized User information and content on the CALVARY CHAPEL websites (collectively the "Authorized User Property"). The Authorized User shall retain all rights to the Authorized User Property.]

3.2 CALVARY CHAPEL's Property. Except for the Authorized User Property, all aspects of the Calvary Chapel Services, in whole and in part, including but not limited to the look and feel of the CALVARY CHAPEL website pages, all CALVARY CHAPEL source code, and all intellectual property and/or proprietary rights therein, including without limitation, copyright, moral rights, patent rights (including patent applications and disclosures), trademarks, rights of priority, publicity rights, and trade secret rights, recognized in any country or jurisdiction in the world, are the sole and exclusive property of CALVARY CHAPEL (collectively, the "CALVARY CHAPEL Property"). The CALVARY CHAPEL Property shall include all changes and additions to the Calvary Chapel Services and all derivative works thereof.

3.3 CALVARY CHAPEL's Materials. All devices, documents, data, know-how, methods, processes, software and other inventions, works, technologies and materials, including any and all Calvary Chapel Services software ("Services Software"), documentation used for the Services Software ("Documentation"), computer hardware, programs, reports and specifications, Authorized User software and deliverables that are proprietary to CALVARY CHAPEL and provided or used by CALVARY CHAPEL in connection with performing the Calvary Chapel Services are the confidential materials owned and disclosed to the Authorized User by CALVARY CHAPEL (collectively, the "CALVARY CHAPEL Materials") subject to the confidentiality provisions of Section 21 below.

3.3 Proprietary Notices. The Authorized User shall not delete or in any manner alter the copyright, trademark or other proprietary notices of CALVARY CHAPEL and its licensors, if any, appearing on the Calvary Chapel Services as provided to and/or used by the Authorized User. The Authorized User shall reproduce such notices on any copies it makes of the Calvary Chapel Services, CALVARY CHAPEL Materials or any other CALVARY CHAPEL Property.

3.4 Obligation to Protect. The Authorized User shall use reasonable efforts to protect CALVARY CHAPEL's proprietary rights to the Calvary Chapel Services, CALVARY CHAPEL Materials and other CALVARY CHAPEL Property and to cooperate in CALVARY CHAPEL's efforts to protect such proprietary rights. The Authorized User shall promptly notify CALVARY CHAPEL of any known or suspected breach of CALVARY CHAPEL's proprietary rights to the Calvary Chapel Services that may come to the attention of the Authorized User

3.5 Passwords. When you create an account with CALVARY CHAPEL ("Authorized User Account"), you will be asked to supply a password. You must keep your password confidential and are responsible for all use of your password and Authorized User Account.

4. **Authorized User Information**. CALVARY CHAPEL shall not disclose to any third party any personal information that would permit identification of an individual, without obtaining the prior written consent of an Authorized User and any other person that may be required by CALVARY CHAPEL's policies or by law, unless such disclosure is required by a court or administrative authority of competent jurisdiction. The Authorized User acknowledges that CALVARY CHAPEL may, in accordance with applicable law, use or disclose aggregate usage, demographic and other information on a de-identified and anonymized basis (which does not permit any person to attribute identities on the basis of such data) relating to usage by the Authorized User of the Calvary Chapel Services for the purpose of: (i) improving the product; (ii) informing the Authorized User of its use of the Calvary Chapel Services to improve adoption of the Calvary Chapel Services by the Authorized User; or (iii) demonstrating usage of the Services to other potential Authorized Users and CALVARY CHAPEL employees and volunteers. [The Authorized User hereby grants CALVARY CHAPEL the right to use the name of the Authorized User and approved quotes from them regarding the Calvary Chapel Services for the limited purpose of marketing and public relations.] However, CALVARY CHAPEL shall not publish any press releases regarding the use of the Calvary Chapel Services by the Authorized User or quotes from any Authorized Users without obtaining the prior written consent of the Authorized User, as applicable. CALVARY CHAPEL has adopted and conducts its business in accordance with a privacy policy with respect to the use of personal information as amended from time to time. The CALVARY CHAPEL Privacy Policy is available on-line at the following URL: [www.calvaryftl.org/privacypolicy](http://www.calvaryftl.org/privacypolicy).

5. **Payment of Donations**. The Authorized User agrees upon submission of payment of donations through a User Account to pay CALVARY CHAPEL the amounts set forth on the page or mobile app store providing for donations through the User Account in accordance with the applicable terms and conditions for payment of donations as provided.

6. **Authorized Users**.

6.1 Acceptable Use. The Authorized User shall be solely responsible for overseeing and enforcing CALVARY CHAPEL's guidelines regarding use of the Calvary Chapel Services in compliance with CALVARY CHAPEL's "Acceptable Use Policy" set forth in Section 6.2 below that contains restrictions and imposes obligations upon Authorized Users regarding proper use of the Calvary Chapel Services and that prohibits activities that violate this Agreement or applicable laws and regulations. The Authorized User shall follow the Acceptable Use Policy available to all Authorized Users for the Authorized User's Calvary Chapel Services. Upon request, CALVARY CHAPEL shall provide the Authorized User with guidelines to assist the Authorized User in developing its own Acceptable Use Policy. At all times, the Authorized User shall be solely responsible for the steps it has taken to restrict unauthorized access to the Calvary Chapel Services and the Authorized User acknowledges that CALVARY CHAPEL shall not have responsibility for any actions or omissions by Authorized User or any of those persons for which it has opened a User Account as Authorized Users. The Authorized User shall also be solely responsible for notifying CALVARY CHAPEL respecting any changes in Authorized User information, whether for Authorized User or any of such persons and shall advise CALVARY CHAPEL from time to time concerning any requirement to change or delete and destroy any Authorized User information or records in accordance with such responsibility.

6.2 Prohibited Activities. You may not access or use the Calvary Chapel Services for any other purpose than that for which CALVARY CHAPEL makes them available. Certain activities, even if legal, may violate CALVARY CHAPEL's Acceptable Use Policy set forth in this Section 6.2 and ethical principles of a ministry Website governing user generated content, as determined by CALVARY CHAPEL in CALVARY CHAPEL's sole discretion. Prohibited activities include, but are not limited to:

- i. criminal or tortious activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, copyright infringement, patent infringement, trademark infringement, or theft of trade secrets;
- ii. advertising to, or solicitation of, any Authorized User to buy or sell any products or services;
- iii. transmitting chain letters or junk email to other Authorized Users;
- iv. using any information obtained from the Calvary Chapel Services in order to contact, advertise to, solicit, or sell to any Authorized User without their prior explicit consent;
- v. engaging in any automated use of the systems operated by the Calvary Chapel Services, such as using scripts to add friends or send comments or messages;
- vi. interfering with, disrupting, or creating an undue burden on the Calvary Chapel Services or the networks or services connected to the Calvary Chapel Services;
- vii. attempting to impersonate another Authorized User or person;
- viii. using the identity, persona or Authorized User name of another Authorized User;
- ix. selling or otherwise transferring your Authorized User information or the information of others on whose behalf they have opened User Accounts provided by you or by any other Authorized User;
- x. using any information obtained from the Calvary Chapel Services in order to harass, abuse, or harm another person;
- xi. displaying an advertisement, or accepting payment or anything of value from a third person in exchange for your performing any commercial activity on or through the Calvary Chapel Services on behalf of that person, such as posting user generated content with a commercial purpose; and
- xii. using the Calvary Chapel Services in a manner inconsistent with any and all applicable laws and regulations.

6.3 Authorized User Behavior. The Authorized User shall implement and maintain mechanisms and policies which periodically put its Authorized Users on notice of the CALVARY CHAPEL Acceptable Use Policy and all revisions thereto. The Authorized User is responsible for requesting and obtaining Authorized User's acknowledgements, agreement to, and compliance with, CALVARY CHAPEL's Acceptable Use Policy. The Authorized User acknowledges and agrees that CALVARY CHAPEL is not responsible for monitoring use of the Calvary Chapel Services and/or for enforcing compliance by Authorized Users with the CALVARY CHAPEL Acceptable Use Policy and applicable laws and regulations. The Authorized User shall also honor all revocations of permission or consent by CALVARY CHAPEL to the use of the Calvary Chapel Services by Authorized Users or requests by CALVARY CHAPEL of the Authorized User for information updates and corrections and shall make reasonable efforts to ensure that all such information is complete, accurate and up to date. The Authorized User shall provide timely notice of all such revocations, updates or corrections to CALVARY CHAPEL. The Authorized User shall indemnify and hold harmless

CALVARY CHAPEL its affiliates, if any, and their respective officers, agents, partners and employees from any and all claims, demands, liabilities, obligations, taxes, losses, fines, costs, expenses, royalties, litigation, deficiencies or damages (including reasonable attorneys' fees and costs of litigation) arising out of any Authorized User's use of the Calvary Chapel Services and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth below and/or if any content that any Authorized User post's on the Website or through the Calvary Chapel Services causes CALVARY CHAPEL to be liable to a third party.

**7. Compliance by Authorized User's Dependents as Authorized Users.** The Authorized User shall cause each person for which Authorized User has opened a User Account, if any, to the Calvary Chapel Services to be bound by and comply with the terms and conditions of this Agreement.

**8. Representations and Covenants.** Each of CALVARY CHAPEL and the Authorized User represents, warrants and covenants that:

- (a) Such party has, and will have, the full power, authority and legal right to enter into and perform fully its obligations under this Agreement;
- (b) Neither the execution and delivery of this Agreement nor the consummation of transactions contemplated hereby will (i) violate any provision of the charter, bylaws or other governing documents of such party, or any laws, ordinances, rules, regulations, codes or policies to which such party is subject, or (ii) conflict with, result in breach or violation of, constitute a default under, or require any notice under any agreement to which such party is party or by which it is bound or to which any of its assets is subject;
- (c) Such party shall comply at its own expense with all applicable laws, ordinances, rules, regulation, codes and policies in connection with its performance under this Agreement; and
- (d) Such party has all rights and authorizations necessary to grant the rights and licenses set forth herein.
- (e) When executed and delivered by both parties, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

**9. Term; Termination.**

9.1 Term. This Terms of Service Agreement shall become effective upon the earlier to occur of the date of the Authorized User's initial User Account or Authorized User's first access to the Calvary Chapel Services and shall remain in force until terminated.

9.2 Termination.

- (a) This Agreement may be terminated by either party at any time if the other party commits a material breach of this Agreement that remains uncured for a period of thirty (30) days following written notice of such breach.
- (b) Prior to exercising CALVARY CHAPEL's termination right authorized above and in addition to pursuing any other available rights and remedies, CALVARY CHAPEL may, in its sole discretion and without additional notice to the Authorized User, suspend performance of any and all Calvary Chapel Services provided to the Authorized User (including disabling the Authorized User's and all of its persons for which it has opened accounts as Authorized Users' use of the Calvary Chapel Services) until and to the extent CALVARY CHAPEL determines (in its sole discretion) to resume performance of some or all of the suspended Calvary Chapel Services or to terminate this Agreement as authorized above.
- (c) The Authorized User agrees, accepts and acknowledges that it has no right to terminate this Agreement for convenience and that it is committing to a binding obligation to pay for all fees due during the term of each Initial User Account and the term of each renewal thereof.

**10. DISCLAIMERS.** THE AUTHORIZED USER HEREBY AGREES AND ACKNOWLEDGES THAT NO CALVARY CHAPEL PARTY (AS DEFINED BELOW) SHALL BE LIABLE IN ANY WAY TO THE AUTHORIZED USER, ANY PERSON ON WHOSE BEHALF THEY HAVE OPENED A USER ACCOUNT AS AN AUTHORIZED USER OR ANY OTHER PERSON FOR ANY CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, TAXES, LOSSES, FINES, COSTS, EXPENSES, ROYALTIES, LITIGATION, DEFICIENCIES OR DAMAGES ARISING FROM ANY SUCH PERSON'S ACTION OR FAILURE TO ACT IN ACCORDANCE WITH THE ACCEPTABLE USE POLICY OR ANY APPLICABLE LAWS, REGULATIONS OR POLICIES REGARDING THE SERVICES. THE TERM "CALVARY CHAPEL PARTY" MEANS CALVARY CHAPEL CHURCH, INC. AND ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, AFFILIATES, INFORMATION PROVIDERS, LICENSORS, GOVERNMENTAL AUTHORITIES OR OTHER SUPPLIERS PROVIDING ANY DATA, INFORMATION, NEWS, MESSAGES, OPINIONS OR OTHER MATERIALS RELATING TO THE SERVICES. YOU AGREE THAT YOUR USE OF THE CALVARY CHAPEL SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW. CALVARY CHAPEL, FOR ITSELF AND ON BEHALF OF THE CALVARY CHAPEL PARTIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE CALVARY CHAPEL SERVICES AND YOUR USE THEREOF. CALVARY CHAPEL MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE WEBSITE'S OR CALVARY CHAPEL SERVICES' CONTENT. CONTRIBUTIONS, OR THE CONTENT OF ANY WEBSITES LINKED TO THE WEBSITE OR ACCESSED THROUGH THE CALVARY CHAPEL SERVICES AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE OR THE CALVARY CHAPEL SERVICES, (C) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE OR THE CALVARY CHAPEL SERVICES, (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE OR THE CALVARY CHAPEL SERVICES BY ANY THIRD PARTY, AND/OR (F) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE OR THE CALVARY CHAPEL SERVICES. CALVARY CHAPEL DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEBSITE OR THE CALVARY CHAPEL SERVICES OR ANY MOBILE APPLICATION, HYPERLINKED WEBSITE OR CONTENT FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND CALVARY CHAPEL WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE CALVARY CHAPEL SERVICES, EXPRESSLY INCLUDING ANY MOBILE APPLICATIONS OR OTHER SOFTWARE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND ANY SERVICES PERFORMED OR PROVIDED BY THE SOFTWARE ("PERFORMANCE") ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. EXCEPT AS SET FORTH IN SECTION 8, CALVARY CHAPEL HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PERFORMANCE, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. CALVARY CHAPEL DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE PERFORMANCE, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY THE PERFORMANCE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PERFORMANCE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PERFORMANCE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CALVARY CHAPEL OR ITS AUTHORIZED REPRESENTATIVE(S) SHALL CREATE A WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

## 11. Limitation of Liability.

11.1 Acts or Omissions by the Authorized User. The Authorized User hereby releases CALVARY CHAPEL from all obligations and liability relating to any claims, demands, liabilities, obligations, taxes, losses, fines, costs, expenses, royalties, litigation, deficiencies or damages arising from or relating to (i) the Authorized User's use of the Calvary Chapel Services or (ii) the Authorized User's conduct of its business.

11.2 Online Content. CALVARY CHAPEL cannot control the nature of the content available through the Calvary Chapel Services. By providing and operating the Calvary Chapel Services, CALVARY CHAPEL does not represent or imply that CALVARY CHAPEL endorses any comments, user generated content contributed to any Website (a "Contribution" or collectively, "Contributions") or other content available on or linked to by the Calvary Chapel Services, including without limitation content hosted on third party Websites; or that CALVARY CHAPEL believes Contributions, comments or other content to be accurate, useful or nonharmful.

11.3 DAMAGES. THE AUTHORIZED USER AGREES AND ACKNOWLEDGES THAT CALVARY CHAPEL SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF CALVARY CHAPEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE OR REASONABLY COULD HAVE BEEN FORESEEN. NOTWITHSTANDING THE FOREGOING, CALVARY CHAPEL SHALL BE LIABLE TO THE AUTHORIZED USER FOR ANY LOSS TO THE EXTENT IT IS DIRECTLY ATTRIBUTABLE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY CALVARY CHAPEL PARTY.

12. **User Accounts**. Each User Account shall be subject to the following terms and conditions with respect to such User Account in addition to any other terms and conditions set forth therein.

12.1 Changes to User Accounts. User Accounts will be effective only when signed, submitted and accessed by the Authorized User and approved and accepted by CALVARY CHAPEL.

12.2 Termination of User Accounts. A User Account may be terminated at any time by mutual written agreement by CALVARY CHAPEL and the Authorized User. If either party fails to cure any breach of its obligations under a User Account within thirty (30) days following receipt of written notice of such breach from the other party, then such other party may terminate the User Account by providing the defaulting party with written notice of termination.

12.3 No Obligation without User Account. At any time when a User Account is not in force CALVARY CHAPEL shall be under no obligation to provide Calvary Chapel Services until the parties enter into a new User Account or other binding agreement pursuant to which the Authorized User is obligated to comply with a User Account with CALVARY CHAPEL for such Calvary Chapel Services.

13. **Governing Law; Jurisdiction; Attorneys' Fees**. This Agreement shall be construed and governed exclusively under the laws of the State of Florida without regard to conflict of law principles. The parties hereby irrevocably consent and submit to the exclusive personal jurisdiction and venue in any federal or state court of competent jurisdiction located in the County of Broward, State of Florida, for the adjudication of any disputes under this Agreement. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its actual attorneys' fees and court costs from the non-prevailing party.

14. **Disputes between Authorized Users**. You are solely responsible for your conduct. CALVARY CHAPEL reserves the right, but has no obligation, to monitor disputes between you and other Authorized Users.

15. **Disputes with CALVARY CHAPEL**. ALL DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING ITS FORMATION, PERFORMANCE, OR ALLEGED BREACH) OR YOUR ACCESS TO OR USE OF THE MATERIALS, CONTRIBUTIONS AND WEBSITE, INCLUDING WITHOUT LIMITATION YOUR OR OTHERS' DOWNLOADING OR CONSUMPTION OF MATERIALS OR OTHER MATERIALS AVAILABLE BY MEANS OF THE CALVARY CHAPEL SERVICES OR THIRD PARTY APPLICATIONS OR WEBSITES, YOUR UPLOADING CONTRIBUTIONS TO THE WEBSITE, OR YOUR PURCHASING OF GOODS OR SERVICES FROM THIRD PARTIES, WILL BE EXCLUSIVELY RESOLVED UNDER CONFIDENTIAL BINDING ARBITRATION HELD IN BROWARD COUNTY, FLORIDA BEFORE AND IN ACCORDANCE WITH THE RULES FOR ALTERNATIVE DISPUTE RESOLUTION ESTABLISHED BY THE ALTERNATIVE DISPUTE RESOLUTION FIRM ORIGINALLY KNOWN AS JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., N/K/A JAMS, THE RESOLUTION EXPERTS ("JAMS"). NOTWITHSTANDING THE FOREGOING, FOR ANY DISPUTE YOU HAVE WITH CALVARY CHAPEL, YOU AGREE TO FIRST CONTACT US AND ATTEMPT TO RESOLVE THE DISPUTE WITH US INFORMALLY AND CALVARY CHAPEL WILL HAVE THE RIGHT TO SEEK INJUNCTIVE RELIEF TO ENFORCE THIS AGREEMENT OR TO STOP OR PREVENT AN INFRINGEMENT OF PROPRIETARY OR OTHER THIRD-PARTY RIGHTS. IN THE EVENT OF LITIGATION OR TO COMPEL ARBITRATION OR TO ENFORCE AN ARBITRATION AWARD UNDER THIS SECTION, OR TO OBTAIN AN INJUNCTION UNDER THIS SECTION, THE PARTIES HEREBY IRREVOCABLY CONSENT AND SUBMIT TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE STATE AND FEDERAL COURTS LOCATED IN BROWARD COUNTY, FLORIDA.

16. **Copyright Policy**. We respect the intellectual property rights in creative works and of those who create them and take violations of those rights seriously and expect Authorized Users of the Calvary Chapel Services to do the same. CALVARY CHAPEL does not permit copyright infringing activities and infringement of intellectual property rights on the Calvary Chapel Services, and CALVARY CHAPEL will remove all content if properly notified under the procedures referenced in this Section that such content infringes on another's intellectual property rights. In appropriate circumstances and at CALVARY CHAPEL's discretion, it is also the policy of CALVARY CHAPEL to disable and/or terminate the User Accounts of Authorized Users who repeatedly infringe or are repeatedly charged with infringing the copyrights or other intellectual property rights of others. Because CALVARY CHAPEL takes matters of intellectual property rights violations seriously, we will respond expeditiously to claims of copyright infringement committed using the Calvary Chapel Services that are reported to CALVARY CHAPEL's designated copyright agent ("CALVARY CHAPEL DMCA Copyright Agent"), identified in a Notice of Alleged Copyright Infringement Pursuant to DMCA § 512 ("DMCA Copyright Notice") discussed at <http://www.calvaryftl.org/copyright>, which DMCA Copyright Notice and its related procedures set forth in the content accessed at the link above constitute an exhibit to this Agreement incorporated herein by this reference. For clarity, only DMCA Copyright Notices should go to the CALVARY CHAPEL DMCA Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to CALVARY CHAPEL's User support services home page at <http://www.calvaryftl.org/support>. You acknowledge that if you fail to comply with all of the requirements of this Section, your DMCA Copyright Notice may not be valid.

17. **Notice**. All notices in connection with this Agreement shall be deemed given as of the day they are successfully sent, if by facsimile or e-mail, in each case, with confirmation of transmission, if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and on the delivery date if sent by commercial courier, to a party at the address set forth in the applicable User Account. Except as otherwise provided in this Agreement, CALVARY CHAPEL will give you any notices regarding this Agreement by posting them on the Website. Since notice of any material change to this Agreement will be posted to the Website for at least 30 days, we encourage you to visit the Website at least that often. You also authorize CALVARY CHAPEL to send notices (including notice of subpoenas or other legal process, if any) via electronic mail to either your Authorized User account or to the email address that we have on record for you. You must check the Website for notices, and you will be considered to have received a notice when it is made available to you by posting on the Website or when sent by CALVARY CHAPEL to your email address via electronic mail, whether or not actually read by you. CALVARY CHAPEL may provide notice to any e-mail or other address that you provide to us. You must keep your address and the address of each of those persons for whom you have opened a User Account current and any notice sent by CALVARY CHAPEL to the address that you have most recently provided is effective notice. With the exception of notices related to removal of licensed material and to copyright infringement as described in Section 16, you must send us any notice via our

support services email address at: <http://www.calvaryftl.org/support>, by mailing it via U.S. mail to our address for Legal Notices which is: Calvary Chapel Church, Inc., 2401 W. Cypress Creek Road, Fort Lauderdale, FL 33309.

18. **Further Assurances.** The parties shall, from time to time, execute and deliver such additional instruments, documents, conveyances or assurances and take such other actions as shall be necessary, or otherwise reasonably requested by the other party, to confirm and ensure the parties' respective rights and interests contemplated by or provided in this Agreement. The parties shall act in good faith in the performance of their obligations under this Agreement.
19. **Force Majeure.** Performance of any obligation hereunder shall be excused to the extent performance is prevented by an act of God, act of public enemy, fire or other casualty, labor dispute, electrical shortage, failure of communications or common carrier, equipment or software malfunction or other circumstances reasonably beyond a party's control and that it cannot overcome using reasonable efforts ("Force Majeure"). Any party so delayed in its performance shall promptly notify the other party and shall describe at a reasonable level of detail the Force Majeure circumstances causing such delay. Upon delivery of such notice, the obligations of the party giving such notice, to the extent affected by the Force Majeure event, shall be suspended during, but not longer than, the continuance of the Force Majeure event.
20. **Severability.** If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected thereby.
21. **Modifications.** CALVARY CHAPEL may, in its sole discretion, modify or revise this Agreement from time to time, which modifications or revisions shall be incorporated into the Agreement and become binding upon Users in accordance with the introductory text at the beginning of this Agreement. In addition to the notice provided by the change in the Effective Date of this Agreement, CALVARY CHAPEL may, but is not obligated to, notify all Authorized Users with whom it maintains email information, of major modifications to this Agreement by means of sending an email to their most recently provided email address. Any and all changes to or restatements of this Agreement will be reflected on the Website after the words "Effective Date" at the top of this Agreement. You agree to be bound to any changes to or restatements of this Agreement when you use the Calvary Chapel Services after any such modification or Effective Date change is posted. It is therefore important that you periodically review this Agreement and keep your contact information current to ensure you are informed of any changes. Nothing in these Terms shall be deemed to confer any third-party rights or benefits.
22. **No Joint Venture.** Nothing in this Agreement shall make or be deemed to make the parties partners, joint venturers, agents or members of an association or other entity with the other party.
23. **Assignment.** Except as otherwise set forth in this Agreement, the Authorized User may not assign any of its rights or delegate any of its duties or obligations under this Agreement to any third party without the written consent of CALVARY CHAPEL, except to a successor to the Authorized User's activities pursuant to a merger, consolidation or sale of substantially all of its assets by the Authorized User. CALVARY CHAPEL may assign its rights or delegate its duties or obligations under this Agreement freely. This Agreement shall inure to the benefit of the parties and their respective successors and permitted assigns.
24. **Confidentiality.** In connection with this Agreement, each party (as the "Disclosing Party") may disclose or make available Confidential Information to the other party (as the "Receiving Party"). "Confidential Information" means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, Authorized Users, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated or otherwise identified as "confidential". Without limiting the foregoing, (a) all Authorized User Data (including all Personal Information) is and will remain the Confidential Information of Authorized User and (b) the Services Software, specifications in any User Account and Documentation are and will remain the Confidential Information of CALVARY CHAPEL; and (c) the donations and financial information relating to donations through any User Account under to this Agreement are the Confidential Information of CALVARY CHAPEL.
25. **Survival.** Sections 3.1 (Authorized User Property), 3.2 (CALVARY CHAPEL Property), 4 (Authorized User Information), 5 (Payment of Donations), 6.2 (Authorized User Behavior), 8 (Representations and Covenants), 10 (Disclaimer of Warranty), 11 (Limitation of Liability), and 13 through this Section 25 shall survive termination or expiration of this Agreement, as the context requires.

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