

Terms & Conditions

The following terms and conditions (the "Terms and Conditions") govern your use of website(s) owned by First Christian Church of Newburgh ("FCNewburgh"), including, www.fcnewburgh.com, as well as all other domain names owned or controlled by First Christian Church of Newburgh, or any of its affiliates and/or subsidiaries. All website(s) are made available by First Christian Church of Newburgh, and its affiliates ("FCNewburgh" or "we" or "us"). The Terms and Conditions may be changed by First Christian Church of Newburgh from time to time, at any time without notice to you, by posting such changes on the website(s). By using the website(s), you accept and agree to these Terms & Conditions as applied to your use of the website(s). If you do not agree to these Terms & Conditions, you are not permitted to access or use the website(s). This is a binding legal agreement.

Proprietary Rights. First Christian Church of Newburgh owns, solely and exclusively, all rights, title and interest in and to any and all website(s), all the content (including, for example, audio, photographs, illustrations, graphics, other visuals, video, copy, lyrics, software, etc.), code, data and materials thereon, the look and feel, design and organization of the website(s), and the compilation of the content, code, data and materials, including but not limited to any copyrights, trademark rights, patent rights, database rights, moral rights, sui generis rights and other intellectual property and proprietary rights therein. Your use of First Christian Church of Newburgh's website(s) does not grant you ownership of any content, code, data or materials you may access. You may view the content on the website(s) on your computer or other internet-compatible device and make single copies or prints of the content for your personal, internal use only. Any commercial distribution, publishing or exploitation of the website(s), or any content, code, data or materials on it, is strictly prohibited unless you have received the express prior permission, in writing, of First Christian Church of Newburgh or the applicable rights holder. You may not otherwise copy, reproduce, distribute or otherwise exploit any content, code, data or materials present on the website(s). If you make other use of the content, code, data or materials thereon, except as otherwise provided above, you may violate copyright and other laws of the United States, other countries, as well as applicable state laws and may be subject to liability for such unauthorized use. First Christian Church of Newburgh will aggressively enforce its intellectual property rights to the full extent of the law. Notwithstanding the foregoing, and unless we otherwise agree, you shall remain the owner of any content you post on the website(s); provided, however, we shall have the nonexclusive, perpetual right to use, distribute, license and sublicense, translate, exploit and copy such content, in our sole discretion; and provided, further, that you shall not be entitled to any compensation whatsoever in connection with the use and enjoyment of our rights described above.

Trademarks. The trademarks, logos, service marks and trade names (collectively the "Trademarks") displayed on the website(s) are registered and unregistered Trademarks of First Christian Church of Newburgh and others and may not be used in connection with products and/or services that are not related to, associated with, or sponsored by their rights holders that are likely to cause customer confusion, or in any manner that disparages or discredits their rights holders, or otherwise in violation of applicable law. All Trademarks not owned by First Christian Church of Newburgh that appear on their website(s), if any, are the property of their respective owners. Nothing contained on the website(s) should be construed as granting, by implication, or otherwise, any license or right to use any Trademark displayed on

the website(s) without the written permission of First Christian Church of Newburgh or the third party that may own the applicable Trademark. Your misuse of the Trademarks displayed on the website(s) is strictly prohibited. First Christian Church of Newburgh will aggressively enforce its Trademark rights to the fullest extent of the law, including the seeking of criminal prosecution.

Infringement & DMCA Notices. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been violated, please notify First Christian Church of Newburgh's agent for notice of claims of copyright or other intellectual property infringement ("Agent"), at: hgillespie@fcnewburgh.com. All notices must include: a) Identify the material on the website(s) that you claim is infringing, with enough detail so that we may locate it; b) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; c) A statement by you declaring under penalty of perjury that (1) the above information in your notice is accurate, and (2) that you are the owner of the copyright interest involved or that you are authorized to act on behalf of that owner; d) your name, address, telephone number, and email address; and e) your physical or electronic signature. First Christian Church of Newburgh will remove the alleged infringing posting(s), subject to the procedures outlined in the Digital Millennium Copyright Act (DMCA).

User Information. During your use of the website(s), you may be asked to provide certain personalized information to us (such information referred to hereinafter as "User Information"). Our information collection and use policies with respect to the privacy of such User Information are set forth in the Privacy Policy adopted by First Christian Church of Newburgh, which is incorporated herein by reference for all purposes. You acknowledge and agree that you are solely responsible for the accuracy and content of User Information, and further that we are entitled to rely on the accuracy and completeness of the User Information.

Unsolicited Materials. Unless specifically requested, we do not solicit, nor do we wish to receive any confidential, secret or proprietary information or other material from you through our website(s), by e-mail or in any other format. Any information, creative works, ideas, suggestions, concepts, methods, systems, designs, plans, techniques or other materials submitted or sent to us ("Submitted Materials") shall be deemed not to be confidential or secret and may be used by us in any manner consistent with the First Christian Church of Newburgh Privacy Policy. By submitting or sending Submitted Materials to us, you: (i) represent and warrant that the Submitted Materials are original to you, that no other party has any rights thereto, and that any "moral rights" in Submitted Materials have been waived, and (ii) you grant us a royalty-free, unrestricted, worldwide, perpetual, irrevocable, non-exclusive and fully transferable, assignable and sublicensable right and license to use, copy, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such material (in whole or part) and/or to incorporate it in other works in any form, media, or technology now known or later developed. We cannot be responsible for maintaining any Submitted Material that you provide to us, or to return it to you, and we may retain, delete or destroy any such Submitted Material at any time, in our sole discretion.

User Conduct. You warrant and agree that, while using the website(s), you shall not upload, post or transmit to the website(s), or distribute or otherwise publish through the website(s), any materials that (a) are protected by third party copyright, or other proprietary or intellectual property right; (b) are unlawful, threatening, hateful, tortious, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy or publicity rights, harassing,

profane, obscene, vulgar or that contain explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), (c) restrict or inhibit any other user from using and enjoying the website(s), (d) constitute or encourage conduct that would constitute a criminal offense or give rise to civil liability, or (e) contain a virus or other harmful component, advertising of any kind, or false or misleading indications of origin or statements of fact. You also warrant and agree that you shall not: (a) impersonate any person or entity or misrepresent your affiliation with any other person or entity; (b) upload, post, publish, transmit, reproduce, distribute or in any way exploit any information or other material obtained through the website(s) for commercial purposes (other than as expressly permitted by the provider of such information or other material); (c) engage in spamming, flooding, harvesting of e-mail addresses or other personal information, spidering, "screen scraping," "database scraping," or any other activity with the purpose of obtaining lists of users or other information, or send chain letters or pyramid schemes via the website(s); (d) attempt to gain unauthorized access to other computer systems through the website(s); (e) "stalk" or otherwise harass anyone using the website(s) or access through the website(s); (f) contact anyone using the website(s) or accessed through the website(s) for any commercial purpose; or (g) contact anyone using the website(s) or accessed through the website(s) for any inappropriate, unlawful, or illicit purpose. You agree that you will not use the website(s) in any manner that could damage, disable, overburden, or impair the website(s) or interfere with any other party's use and enjoyment of the website(s). You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website(s). You agree to defend, indemnify and hold First Christian Church of Newburgh and its directors, officers, employees and agents harmless from any and all claims, liabilities, costs and expenses, including reasonable attorney fees, arising in any way from your use of the website(s), your placement or transmission of any message, content, information, software or other materials through the website(s), or your breach or violation of the law or of these Terms and Conditions. First Christian Church of Newburgh reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with First Christian Church of Newburgh's defense of such claim.

User Risk. You assume all risk when using the website(s), including, but not limited to, all the risks associated with any online or offline interactions with others, and any financial transactions. First Christian Church of Newburgh is not liable or responsible for any activities you engage in and First Christian Church of Newburgh expressly waives all warranties of safety and responsibility for your conduct and personal interactions.

Account & Password. You may be enabled to create an account in the website(s), or with our third-party partners, with a username and/or password. If so, you are responsible for maintaining the strict confidentiality of your account password, and you shall be responsible for any access to or use of the website(s) by you or any person or entity using a password provided to you, whether or not such access or use has been authorized by or on behalf of you, and whether or not such person or entity is your employee or agent. You agree to (a) immediately notify First Christian Church of Newburgh of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. It is your sole responsibility to control the dissemination and use of your password, control access to and use of your account, and notify First Christian

Church of Newburgh when you desire to cancel or disable your account on the website(s). First Christian Church of Newburgh will not be responsible or liable for any loss or damage arising from your failure to comply with this provision.

Access to the Content. By agreeing to these Terms and Conditions, the Privacy Policy, and any other agreements and/or licenses we require, you are entitled to access the website(s) according to all access guidelines, rules of conduct, or other obligations we establish. Your access is explicitly limited, personal, non-transferable and non-exclusive, and subject to these Terms and Conditions and the Privacy Policy. First Christian Church of Newburgh expressly reserves the right to terminate and deny access to the website(s), or any part thereof, if you misuse and/or abuse your access to the website(s) or are in violation of these Terms and Conditions, the Privacy Policy, or any other agreement or license with us or affecting us.

Media Downloads & Streaming. If you are permitted to download (including podcasts) and/or stream media, including, but not limited to, video, audio, and/or other media, you understand and agree that your use is limited to personal, nontransferable access, and is subject to any restrictions placed on such media content.

Product Orders. We may make certain products available to visitors and registrants of the website(s), including specials, deals, discounts, and the like. You may only access or purchase any such products by, among other things, warranting that you are domiciled in the United States and you are 18 years old or older. You agree to pay in full the prices for any purchases you make either by PayPal and/or credit/debit card concurrent with your on line order or by other payment means acceptable to First Christian Church of Newburgh. You agree to pay all applicable taxes. If payment is not received by us, you agree to pay all amounts due upon demand by us, including any costs of collection, including attorney fees. Refunds will only be provided on a case-by-case bases where the buyer can prove damaged goods or misrepresentation of purchased items.

Refund/Return Policy. Items are entitled to be refunded or returned based on complaint. If an item is damaged during shipping, a replacement item will be sent free of charge. If an item is unsatisfactory, a written explanation is needed before the item may be considered for a refund. Buyer must take into account the description of the item before requesting a refund. If the item matches the description by the seller and the buyer is unsatisfied, seller is not responsible for refund. Exchanges are granted on a case-by-case basis. Note all ticket sales for events are final and not eligible for a refund unless the event is cancelled. All deposits for registrations/events are nonrefundable. Refunds for any event payments are dependent upon the event host's terms of agreement.

Contribution Refund Policy. FC is not legally required to refund any donor contributions. A charitable contribution is a gift, an irrevocable transfer of a donor's entire interest in the donated cash or property. Contributions must be irrevocable to qualify for a charitable deduction. Refund requests of unrestricted gifts will be issued in the event of a duplicate or erroneous processing. Refunds of a designated or restricted gift will be allowed if the purpose for which the gift was given does not come to fruition. FC will contact the giver and ask for the restriction to be removed or if the giver would like the contribution to be returned.

Third Party Website(s) You may be permitted to link from the website(s) to third party website(s) ("Linked Website(s)"). For example, you may purchase products, some of which may be First Christian Church of Newburgh products, on or through Linked Website(s). You acknowledge and agree that we have no responsibility for the information, content, products, services, advertising, code or other materials which may or may not be provided by or

through Linked Website(s). Links to Linked Website(s) do not constitute an endorsement by us of such web website(s) or the information, content, products, services, advertising, code or other materials presented on or through such web website(s).

Disclaimer of Warranties. The Website(s), including, without limitation, all services, content, functions and materials, is provided "as it", "as available", without warranty of any kind either express or implied, including, without limitation, any warranty for information, data, data processing services, uptime or uninterrupted access, any warranties concerning the availability, accuracy, usefulness, or content of information, and any warranties of title, non-infringement, merchantability or fitness for a particular purpose, and we hereby disclaim any and all such warranties, express and implied. We do not warrant that the website(s) or the services, content, functions or materials contained therein will be timely, secure, uninterrupted, or error free, or that defects will be corrected. We make no warranty that the website(s) will meet user requirements. No advice, results or information, whether oral or written, obtained by you from us or through the website(s) shall create any warranty not expressly made herein. First Christian Church of Newburgh also assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property because of your access to, use of, or browsing in the website(s) or your downloading of any materials, data, text, images, video, or audio from the website(s). If you are dissatisfied with the website(s), your sole remedy is to discontinue using the website(s). Without limitation of the above in this section, First Christian Church of Newburgh and its suppliers, vendors, partners and licensors make no warranties or representations regarding and products or services ordered or provided via the website(s), and hereby disclaim, and you hereby waive, any and all warranties and representations made in product or service literature, frequently asked questions, discounts, specials, and otherwise on the website(s) or in correspondence with First Christian Church of Newburgh or its agents. Any products and services ordered or provided via the website(s) are provided by First Christian Church of Newburgh "as is", except to the extent, if at all, otherwise set forth in a license or sale agreement separately entered in writing between you and First Christian Church of Newburgh or its licensor, vendor, partner or suppliers. **Limitation of Liability.** In no event shall First Christian Church of Newburgh or any of its Directors, Officers, Members, Employees, Agents, or Content or Service Providers (collectively the "Protected Entities" be liable for any direct, indirect, special, incidental, consequential, exemplary or punitive damages arising from, or directly or indirectly related to, the use of, or the inability to use the website(s) or the content, materials and the functions related thereto, lost business or lost sales, even if such protected entity has been advised of the possibility of such damages. Some jurisdictions do not allow limitation or exclusion of liability for incidental or consequential damages so some of the above limitations may not apply to certain users. In no event shall the protected entities be liable for or in connection with any content posted, transmitted, exchanged or received by or on behalf of any user or other person on or through the website(s). In no event shall the total aggregate liability of the Protected Entities to you for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) arising from the Terms & Conditions or your use of the website(s) exceed, in the aggregate, the amount, if any, paid by you to First Christian Church of Newburgh for your use of the website(s).

Indemnity. You shall at all times indemnify and hold First Christian Church of Newburgh, its respective shareholders, directors, officers, members, employees, agents, successors, and

assigns, harmless from and against any and all claims, damages, losses, costs, liabilities and expenses, including attorney fees, arising out of or caused by a breach by you of any representation, warranty or agreement made by you and/or any use or reliance on the Content and/or any other property owned by First Christian Church of Newburgh, or otherwise arising out of or in any way related to your use of the website(s).

Relationships of Parties. Nothing contained in any First Christian Church of Newburgh agreement or in these Terms and Conditions shall constitute a partnership between or joint venture of the parties or constitute either party as the agent of the other. Neither party shall hold itself out contrary to the terms of any First Christian Church of Newburgh agreement and/or these Terms and Conditions, and neither party shall be or become liable by reason of any representation, act or omission of the other contrary to the provisions the same. Except as otherwise expressly provided for, any First Christian Church of Newburgh agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party.

Waiver. No waiver by First Christian Church of Newburgh of any breach of any agreement, warranty, representation, obligation, promise, and/or other part of these Terms and Conditions shall be deemed a waiver of any preceding, continuing or succeeding breach of the same, or any other item.

Assignment. You shall not assign any of your rights and/or delegate any of your obligations under this or any other agreement with First Christian Church of Newburgh. Any purported assignment and/or delegation by you shall be null and void. First Christian Church of Newburgh may assign and/or delegate any of its rights and/or obligations under these Terms and Conditions, and/or under any other agreement between you and First Christian Church of Newburgh.

Binding Agreements. All applicable First Christian Church of Newburgh agreements and these First Christian Church of Newburgh Terms and Conditions shall be binding upon and inure to the benefit of the parties and each of their respective successors and assigns.

Notices. Any notices required to be given by any party to the other shall be in writing and may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Either party may change its address for purposes of this Agreement by giving the other party written notice of the new address in the manner set forth above.

Headings. The headings used in these Terms and Conditions, or any articles, sections or paragraphs, are inserted only for the purposes of convenient reference and that they may not accurately or adequately describe the contents of the sections or paragraphs which they head. Such headings shall not be deemed to limit, cover or in any way affect the scope, meaning or intent of these Terms and Conditions, or any part of thereof, nor shall they otherwise be given any legal effect.

Governing Law & Venue; Attorney Fees. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Indiana. The exclusive venue of any mediation, action or other proceeding arising out of this Agreement shall be in the state and federal courts in Warrick County, State of Indiana. The prevailing party in any dispute or proceeding arising out of this Agreement shall be entitled to recover its costs and expenses, including reasonable attorney fees, incurred as a result thereof.

Severability. Nothing herein contained shall be construed as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of these Terms and Conditions, and any material statute, law or ordinance contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event, the provisions of the Terms and Conditions affected shall be curtailed and limited only to the extent necessary to bring it within the legal requirements.

Counterparts. All First Christian Church of Newburgh agreements, including these Terms and Conditions, may be executed (including by electronic execution) in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Remedies. In the event any mediation, lawsuit and/or any other action or proceeding is instituted by you against First Christian Church of Newburgh, your recovery, if any, shall be absolutely limited by the amount of activation and/or subscription fees you pay to First Christian Church of Newburgh.

Entire Agreement. These Terms and Conditions are intended by the parties as the final expression of their agreement and understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms thereof and supersedes any and all prior and contemporaneous agreements and understandings related thereto. Any modification of these Terms and Conditions by First Christian Church of Newburgh shall be binding immediately upon posting to the website(s).

Compliance with Local Laws First Christian Church of Newburgh operates the website(s) from its offices in the United States of America. First Christian Church of Newburgh does not represent that materials on the website(s) are appropriate or available for use in other locations. Persons who choose to access the website(s) from other locations, do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

Notifications to Website(s) & Services. First Christian Church of Newburgh reserves the right, for any reason, in our sole discretion, to terminate, change, suspend or discontinue any aspect of the website(s), including, but not limited to, content, features or hours of availability. We may also impose limits on certain features of the website(s) or restrict your access to part or all the website(s) without notice or penalty. First Christian Church of Newburgh reserves the right to temporarily or permanently terminate your access to the website(s) for any or no reason without prior notice.

Acceptance of Terms & Conditions. Your use of the website(s), or any part thereof, constitutes your express understanding, acknowledgement and acceptance of these Terms and Conditions, to the same extent as if you signed a document evidencing your acceptance and agreement with these Terms and Conditions.