

Terms of Use

Effective Date/Last Updated: October 4, 2021

These Terms of Use (“**Terms**”) govern your access to and use of the website www.disciplescef.org (“**Site**”), made available to you by the Disciples Church Extension Fund (“**DCEF**,” “**we**,” “**us**,” or “**our**”).

BY ACCESSING OR USING THE SITE, YOU (“YOU”) AGREE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND OUR PRIVACY POLICY. IF YOU DO NOT AGREE WITH THESE TERMS OR OUR PRIVACY POLICY, DO NOT ACCESS OR USE THE SITE.

We may modify these Terms at any time. All changes will be effective immediately upon posting to the Site. Material changes will be conspicuously posted on the Site or otherwise communicated to you. By using the Site after changes are posted, you agree to those changes.

- 1. Privacy Policy.** We may collect certain information about you and about your use of the Site as described in our Privacy Policy, which is incorporated into these Terms. The Privacy Policy describes our information collection, use, and sharing practices. If you do not agree to any terms in our Privacy Policy, do not access or use the Site.
- 2. Content.** The Site, including its text, audio, video, graphics, charts, photographs, interfaces, icons, software, computer code, data, trademarks, logos, slogans, documentation, other components and content, and the design, selection, and arrangement of content, and all intellectual property rights in the foregoing (collectively, the “**Content**”) are exclusively the property of DCEF or, as applicable, its vendors or licensors. Except for the rights expressly granted to you in the next section, DCEF reserves all other rights in and to the Site and Content, including all intellectual property rights.
- 3. Use Rights.** You may only use the Site or Content for your personal, non-exclusive use in the United States, so long as you comply with these Terms, the Privacy Policy, all other terms posted throughout the Site as applicable to you (if any), and all applicable laws. You may only use the Site and the Content for their intended purposes for which they are made available to you by DCEF.
- 4. Use of Marks.** DCEF owns certain trademarks, names, logos, insignia, or service marks (“**Marks**”). You do not have the right to use any Marks except as expressly agreed to in writing by DCEF. In addition, the Site may contain third-party marks and third-party copyrighted materials, which are the property of their respective owners. Nothing in these Terms grants to you any rights in or to those third-party marks or materials without such third-party's consent.
- 5. Intellectual Property Rights.** The Site and Content are protected by copyright, trademark, and other intellectual property laws. Any unauthorized use of any trademarks, trade dress, copyrighted materials, or any other intellectual property belonging to DCEF or any third party is strictly prohibited and may be prosecuted to the fullest extent of the law.
- 6. Compliance with Laws.** In connection with your access to and use of the Site, you are responsible for complying with all applicable laws, regulations, and rules of all relevant jurisdictions, including all applicable rules regarding online conduct.
- 7. Children's Information.** The Site is not directed at children under the age of thirteen (13) years old. If you are under thirteen (13) years old, you must immediately stop using the Site.

8. Restrictions on Your Use of the Site.

- You will not copy, duplicate, sell, publish, post, license, rent, distribute, modify, translate, adapt, reverse-engineer, or create derivative works of the Site or Content without DCEF's prior written consent.
- You will not use the Site for unlawful purposes.
- You will not submit inaccurate, incomplete, or out-of-date information via the Site, commit fraud or falsify information in connection with your use of the Site.
- You will not engage in data mining or similar data gathering or extraction activities from the Site. You will not use the Site to harvest email addresses, names, or other information of the users of the Site or to spam other users of the Site.
- You will not access, use, or copy any portion of the Site or Content, through the use of indexing agents, spiders, scrapers, bots, web crawlers, or other automated devices or mechanisms.
- You will not use the Site to post, transmit, input, upload, or otherwise provide any information or material that contains any viruses, worms, Trojan horses, malware, ransomware, adware, or other harmful computer code that may disable, damage, impair, or otherwise interfere with the Site, the servers used to make the Site available, or any other network, computers, hardware, software or systems.
- You will not engage in activities that aim to render the Site or associated services inoperable or to make their use more difficult.
- You may not frame, mirror, or circumvent the navigational structure of any part of the Site.
- You may not upload, distribute, transmit, or post anything to or through the Site that: (i) is fraudulent, libelous, obscene, pornographic, indecent, violent, offensive, hate speech, harassing, threatening, defamatory, harms another person, or the like; (ii) invades the privacy of another or includes the confidential or proprietary information of another; or (iii) is protected by intellectual property rights without the express prior written consent of the owner of such intellectual property rights.
- You may not engage in any conduct while using the Site that DCEF considers inappropriate, unauthorized, or contrary to the intended purpose of the Site.

9. Feedback and Other Content Submitted By You. If you submit comments or feedback to us regarding the Site or its Content, or any other comments, questions, requests, content or information that is not personal information ("**Feedback**"), we may use any comments and feedback that you send us in our discretion and without attribution or compensation to you.

10. NO WARRANTY. THE SITE AND CONTENT ARE PROVIDED "AS IS," "AS AVAILABLE," AND WITHOUT ANY WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DCEF EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE SITE AND CONTENT, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM STATUTE, SUCH AS COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE IN TRADE.

DCEF MAKES COMMERCIALY REASONABLE EFFORTS TO ENSURE THAT ALL CONTENT ON THE SITE IS ACCURATE AND RELIABLE, BUT NEITHER ACCURACY NOR RELIABILITY ARE GUARANTEED. DCEF DOES NOT WARRANT OR GUARANTEE THE QUALITY, COMPLETENESS, TIMELINESS, OR AVAILABILITY OF THE SITE OR CONTENT. DCEF DOES NOT WARRANT OR GUARANTEE THAT THE SITE OR CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY DEFECTS IN THE SITE OR CONTENT WILL BE CORRECTED, OR THAT THE SITE OR THE SERVERS THAT MAKE THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL CONDITIONS OR COMPONENTS.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DO NOT WARRANT OR ENDORSE ANY THIRD-PARTY CONTENT.

- 11. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL DCEF OR ITS DIRECTORS, OFFICERS, OWNERS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, CONSULTANTS, VOLUNTEERS, AGENTS, SUPPLIERS, ATTORNEYS OR LICENSORS (TOGETHER, "DCEF PARTY(IES)") BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE, ARISING OUT OF OR IN CONNECTION WITH THE SITE OR CONTENT, OR YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SITE OR CONTENT, REGARDLESS OF THE FORM OF ACTION, WHETHER THE CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, OR OTHERWISE, AND EVEN IF A DCEF PARTY HAS EXPRESS KNOWLEDGE OF THE POSSIBILITY OF THE LOSS OR DAMAGE.**

YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP ACCESSING AND USING THE SITE OR CONTENT.

WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE DCEF PARTIES ARISING OUT OF OR IN CONNECTION WITH THE SITE OR CONTENT, OR YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SITE OR CONTENT EXCEED \$100 U.S.D., EVEN IF ANY REMEDY PROVIDED FAILS OF ITS ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

- 12. INDEMNIFICATION. YOU SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE DCEF PARTIES FROM AND AGAINST ALL LOSSES, CLAIMS, LIABILITIES, DEMANDS, COMPLAINTS, ACTIONS, DAMAGES, JUDGMENTS, SETTLEMENTS, FINES, PENALTIES, EXPENSES, AND COSTS (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES) THAT ARISE OUT OF OR IN CONNECTION WITH (A) YOUR VIOLATION OF APPLICABLE LAWS, (B) YOUR MISUSE OF THE SITE OR ANY CONTENT, AND (C) YOUR BREACH OF THESE TERMS OR ANY OTHER TERMS ON THE SITE. WE RESERVE, AND YOU GRANT TO US, THE EXCLUSIVE RIGHT TO ASSUME THE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY YOU (SUBJECT TO YOUR CONTINUING INDEMNIFICATION).**

- 13. Third-Party Websites and Content.** The Site may link to, or be linked to, websites not maintained or controlled by DCEF. Those links are provided as a convenience to the visitors of our Site. DCEF is not

responsible for examining or evaluating the content or accuracy of third-party websites linked through the Site. DCEF does not warrant or endorse any third-party website or any products or services made available through those websites. When leaving the Site, it is the terms and privacy policy of that third party that govern your use of the third-party site (and such third-party's use of your personal information), not these Terms.

The Site also contains certain third-party Content. We provide third-party content for your convenience, not as an endorsement. The presence of third-party Content does not mean that DCEF has reviewed the third-party Content or that there is any association between DCEF and any third party. You access third-party Content at your sole risk. DCEF has no responsibility for any third-party Content. Nothing in these Terms grants you any rights to any third-party Content.

- 14. Linking to the Site.** You are prohibited from linking to the Site on your website or elsewhere without the prior express written consent of DCEF. If DCEF grants you a right to link to the Site, certain terms may apply, and DCEF reserves the right to revoke such consent at any time. You are responsible for any costs incurred by DCEF in enforcing its rights under this Section.
- 15. Use in the United States.** The Site is intended for use in the United States only. We do not guarantee that use of the Site will be available or permitted in any location other than the United States. If you choose to access the Site from a location other than the United States, you do so at your own risk.

THE EXISTENCE OF THE SITE OR ANY CONTENT SHALL NOT BE CONSTRUED AS DCEF OR THE DCEF PARTIES OFFERING SUCH SITE OR CONTENT TO PERSONS IN JURISDICTIONS WHERE THE PROVISION OF SUCH SITE OR CONTENT IS PROHIBITED BY LAW.

- 16. Termination.** If you violate applicable laws or these Terms, you are immediately prohibited from further use of the Site or Content, and we may restrict your access to the Site or Content. DCEF may suspend or terminate the Site or any Content, in whole or in part, at any time in its sole discretion for any reason. DCEF shall not be liable to you or anyone else for any damages arising from or related to DCEF's suspension or termination of your access to the Site or the Content, or in the event DCEF modifies, discontinues or restricts the availability of the Site or the Content (in whole or in part).
- 17. Site Unavailability.** Without limiting the generality of the previous section, the Site or Content may be unavailable or limited for various reasons, and we shall not be liable to you for any such unavailability, including without limitation (a) hardware, software, server, network, or telecommunications failures, (b) severe weather, war, riot, act of God, fire, earthquake, strike, labor shortage, etc., (c) regulatory restrictions and other acts of government, (d) interruptions due to utility and power companies, and (e) interruptions due to hacking or other malicious intrusion.
- 18. Cooperation with Law Enforcement.** DCEF will cooperate with law enforcement if you are suspected of having violated applicable laws. **YOU WAIVE AND HOLD DCEF AND THE DCEF PARTIES HARMLESS FOR ANY COOPERATION WITH, OR DISCLOSURE OF YOUR INFORMATION TO, LAW ENFORCEMENT RELATING TO YOUR SUSPECTED VIOLATION OF APPLICABLE LAWS.**
- 19. Disputes.** These Terms, and your access to and use of the Site, are governed by the laws of the State of Indiana, without regards to its conflict of laws principles. Venue is exclusively in the state or federal courts, as applicable, located in Indianapolis, Indiana. The parties expressly agree to the exclusive jurisdiction of those courts. Any cause of action or other claim brought by you with respect to the Site or Content must be commenced within one year after the cause of action or claim arises.

- 20. Assignment.** We may assign our rights and delegate our duties under these Terms at any time to any party without notice to you. You may not assign your rights or delegate your duties under these Terms without our prior written consent. These Terms inure to the benefit of DCEF's successors and assigns.
- 21. Entire Agreement.** These Terms, the Privacy Policy, and any terms posted throughout the Site (if any) are the entire agreement between you and DCEF with respect to your access to and use of the Site. In the event of a conflict between these Terms and our Privacy Policy, our Privacy Policy will control.
- 22. Waiver.** DCEF's failure to enforce any provision of these Terms will not constitute a waiver of that provision or any other provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by DCEF.
- 23. Severability.** If any provision of these Terms is held invalid, void, or unenforceable, that provision will be severed from the remaining provisions and the remaining provisions will remain in full force and effect. The headings in these Terms are for convenience only and do not affect the interpretation of these Terms.
- 24. Contact Us.** Please direct any questions and concerns regarding these Terms to us at:

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