

Terms Of Use

Bethel United Reformed Church of Calgary ("**BethelURC**") will allow you to access and use its Website on the condition that you accept the terms and conditions set out below (the "**Terms of Use**").

IMPORTANT! BY ACCESSING ANY PART OF THE WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE.

BethelURC (hereinafter called "**the website owner**") reserves the right to modify or amend the Terms of Use without notice at any time. As such, it is important that the Terms of Use be read on a regular basis so that you are aware of any such changes. You can review the most current Terms of Use at any time at: www.bethelurc.org

1. Proprietary Rights

All works, content and materials on this Website, including without limitation, all text, information, designs, graphics, images, drawings, photographs, code and software (the "Materials") and all organization and presentation of the Materials which form a part of this Website are the exclusive property of the website owner or its partners, subsidiaries, affiliates or licensors and are protected by intellectual property laws relating to copyrights, trade-marks, trade names, Internet domain names, trade dress and other proprietary rights. Nothing on this Website shall be construed as providing, by implication, estoppel or otherwise any license to any proprietary or intellectual property rights in or to any of the Materials to you or any other party, except as expressly granted in these Terms of Use.

2. Trade-marks and Copyright

All Materials and other information found on this Website is protected under the applicable copyright and trade-mark laws of Canada and of other applicable jurisdictions. Any unauthorized use of this information including re-publication, downloading, copying or modification of material on the Website, including trade-marks, trade names and design marks, may violate applicable legislation and may result in legal action.

The trade-marks, trade names or design marks displayed on the Website belong to the website owner (and its authorized licensors), including third party materials, and may not be used for any purpose whatsoever without written permission from the website owner. For greater clarity, the display of any trade-mark, trade name or design mark on the Website does not imply that a license of any kind has been granted to any other party.

3. Permitted Uses

The website owner agrees to provide access to the Website to you solely in accordance with the Terms of Use. In consideration therefore, you shall:

- not copy, reproduce, republish, upload, post, transmit, or distribute the Materials from the Website in any way whatsoever except that you have the right to download one copy of the Materials on any single computer, for your personal, non-commercial use only, provided you keep intact all copyright, trade-mark and proprietary notices;
 - use the Materials solely for lawful purposes;
 - not create derivative works from or exploit the Materials in any way;
 - only use this Website if you are legally able to make binding contracts under applicable law; and
- acknowledge that the unauthorized use of the Materials could cause irreparable harm to the website owner and that in the event of an unauthorized use, the website owner shall be entitled to an injunction, in addition to any other remedies available at law or in equity, to prevent such irreparable.

4. Internet Communications

The Internet is not a fully-secure medium and is subject to possible interception, loss, corruption, or alteration of communication. The website owner is not liable for any damages resulting from the transmission, interception or corruption of communications to or from the Website. Should you provide information to the website owner, you hereby

agree that the website owner shall have no obligation with respect to such information and shall be free to use, distribute, disclose and reproduce any ideas, concepts, know-how or techniques contained in the information for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products or services incorporating such information. Any information provided by you to the website owner shall be non-proprietary and deemed to be non-confidential and must be truthful, legal and not violate the rights of third parties.

5. Third Party Websites

The Website may include links to third party websites which are not controlled or maintained by the website owner. Any such links are included solely for your convenience and are not an endorsement by the website owner of the sites linked to, nor does the website owner have any control over the content of any such sites. You acknowledge and agree that the website owner shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with any use of, or reliance upon, any content, goods or services available on or through any such third party websites.

6. Discussion Forums

If you want to submit material to the website owner for publication in a Discussion Forum which may be featured on the Website from time to time, you may do so on the following terms and conditions:

- you grant to the website owner a non-exclusive, perpetual, royalty-free, worldwide license to use, modify, adapt, translate and publish any material you submit to the website owner in any format known or later developed, including without limitation, print and electronic, and exercise all copyright and publicity rights with respect to the material;
- you warrant that any material you submit to the website owner is your own original work and that you own the copyright in any such work;
 - you warrant that the material you submit to the website owner is not obscene, offensive, defamatory of any person or otherwise illegal;
 - you agree not to post material which is deliberately intended to upset other users;
- you acknowledge that any breach of these warranties may cause the website owner damage or loss and you agree to indemnify the website owner in full and on demand and permanently against any third party liabilities, claims, costs, loss or damage the website owner may incur as a result of publishing any material you submit to the website owner, including any consequential losses; and
- the website owner reserves the right to remove your access to the discussion forum if it is believed you are abusing the discussion forum in any way.

When participating in the Discussion Forum, never assume that people are who they say they are, know what they say they know, or are affiliated with whom they say they are affiliated. The website owner cannot be responsible for the content or accuracy of any information, and will not be responsible for any reliance or decisions made based on such information. When using the Discussion Forum, you may not post, transmit, link to, or otherwise distribute any information, materials or content that do not generally pertain to the designated topic or theme of the Discussion Forum. Use of the Discussion Forum for commercial purposes of any kind is strictly prohibited. Please note that the website owner reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of these Terms of Use..

Participation in the Discussion Forum is subject to the Terms and Conditions of the Discussion Forum. Such Terms and Conditions must be accepted by you in order to participate and can be found by clicking the link to the Discussion Forum.

7. Privacy and Protection of Personal Information

The website owner respects the privacy and confidentiality of your personal information. The website owner does not collect your personal information, except where you provide such information in the course of using the Website. By submitting personal information to the website owner, you acknowledge and agree that you have consented to the collection, use and disclosure of that personal information as specified on any collection form. The general policies of the website owner with respect to the collection, use and disclosure of personal information are reflected in the website owner's privacy policy, found at <http://www.bethelurc.org> (the "Privacy Policy") and any questions in that regard may be directed to the website owner's privacy officer (as identified in the Privacy Policy). Should the website owner change its

Privacy Policy, the revised policy will be posted prominently on the Website, or it will be otherwise brought to your attention.

8. Liability Disclaimer

THE WEBSITE OWNER DOES NOT GUARANTEE THE CURRENCY, ACCURACY OR RELIABILITY OF ANY OF THE INFORMATION CONTAINED ON THIS WEBSITE. YOU ACKNOWLEDGE AND AGREE THAT ANY RELIANCE UPON ANY OF THE INFORMATION ON THIS WEBSITE, INCLUDING THE MATERIALS, SHALL BE AT YOUR OWN RISK AND EXPENSE. THE WEBSITE OWNER DOES NOT GUARANTEE THAT ACCESS TO THIS WEBSITE WILL BE UNINTERRUPTED, ACCURATE, OR ERROR-FREE OR THAT THE WEBSITE OR ITS SERVER WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS AND BETHELURC ASSUMES NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY DAMAGES TO YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF OR BROWSING ON THE WEBSITE OR YOUR DOWNLOADING OF ANY OF THE MATERIALS FROM THE WEBSITE.

THIS WEBSITE AND ALL CONTENTS AND SOFTWARE ON THIS WEBSITE OR MADE AVAILABLE THROUGH THIS WEBSITE ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATIONS, WARRANTIES, GUARANTEES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR QUALITY.

9. Limitation of Liability

YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THIS WEBSITE INCLUDING ANY OF THE INFORMATION CONTAINED THEREIN. IN NO EVENT WILL THE WEBSITE OWNER, ITS MEMBERS OF COUNCIL, MEMBERS OF THE CONGREGATION, EMPLOYEES, PARTNERS, SUBSIDIARIES, AFFILIATES, LICENSORS, AGENTS, SUPPLIERS, OR THEIR RESPECTIVE DIRECTORS OR EMPLOYEES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, AGGRAVATED, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM, WHETHER IN AN ACTION IN CONTRACT OR TORT INCLUDING NEGLIGENCE, OR BASED ON A WARRANTY ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE WEBSITE.

10. Indemnity

You agree to indemnify, defend and hold harmless the website owner and each of its members of Council, members of the congregation, employees, affiliates and other related entities, agents, representatives, successors and assigns from and against any claims, actions or demands, including without limitation, legal and accounting fees arising from:

- any material, information or other content you provide on or through the Website; or
- your use or misuse of the Website or any material found thereon, including without limitation any claims of infringement

11. Changes to Terms and Conditions

The website owner reserves the right to modify, add to, delete from, alter or update the Terms of Use (each a "Change") without notice at any time. Any Changes will be posted to [http:// www.bethelurc.org](http://www.bethelurc.org) and it is your responsibility to ensure that you are aware of any such Change from time to time. Changes will become effective 24 hours after they are first posted and you will be deemed to have accepted any Changes if you continue to use the Website after that time.

12. Severability

The Terms of Use operate to the fullest extent permissible by law. If any provision of the Terms of Use is unlawful or unenforceable, that provision is deemed severable from the Terms of Use and does not affect the validity and enforceability of any remaining provisions.

13. Governing Law

The Terms of Use shall be deemed to have been made and performed exclusively in Alberta and shall be governed by and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein

without regard to conflict of laws principles. You agree to submit to the exclusive forum, jurisdiction and venue of the courts of Alberta for any claim related to the Terms of Use and you agree not to bring any action, suit or proceeding against the website owner, its office bearers, members, employees, affiliates and other related entities, agents, representatives, successors and assigns in any jurisdiction other than Alberta.

14. General

The Terms of Use and the website owner's Privacy Policy, together, constitute the entire agreement between you and the website owner with respect to the use of the Website. The website owner's failure to insist upon or enforce strict performance of any provision of the Terms of Service shall not be construed as a waiver of any provision or right of the website owner.

The parties have requested that the Terms of Use and all documents relating thereto be drawn up in English. Les parties ont demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.

ALL RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED