### Effective as of September 14, 2017

PLEASE READ THESE WEBSITE TERMS OF USE ("TERMS") CAREFULLY. THESE TERMS CONTAIN CONTRACTUAL RESTRICTIONS ON YOUR RIGHTS TO USE THESE SITES, RESTRICTIONS ON RIGHTS YOU CAN ENFORCE AGAINST PCWS, AND LIMITATIONS OF PCWS'S LIABILITY. BY ACCESSING THIS SITE YOU AGREE TO BE BOUND BY THESE TERMS, INCLUDING THE WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY AND TERMINATION PROVISIONS. THESE TERMS ARE SUBJECT TO CHANGE. ANY CHANGES WILL BE INCORPORATED INTO THE TERMS OF USE POSTED TO THIS SITE FROM TIME TO TIME, AND ANY ACCESS OF THIS SITE BY YOU AFTER SUCH CHANGES ARE SO POSTED SHALL BE DEEMED YOUR AGREEMENT TO SUCH CHANGES. IF YOU DO NOT AGREE WITH THESE TERMS, PLEASE DO NOT ACCESS THIS SITE.

These Terms apply only to the use of certain websites which are owned and/or operated by or on behalf of Presbyterian Church of Western Springs and/or its affiliates ("PCWS") (each, a "Site," and collectively, the "Sites"), or available through our authorized third parties, or by any of the other means described herein. Your use of this Site may be further governed by any agreement entered into between you and PCWS ("User Agreement") governing your accounts with PCWS and/or your activities on the Site(s). In the event of any inconsistency between the terms of the User Agreement and these Terms, the requirements of the these Terms shall control. You also represent and warrant to PCWS that you are authorized to bind your employer to these Terms. These Terms do not apply to any site owned and/or operated by or on behalf of any third party even if we provide a link to such site on one of our Sites. Please refer to the terms of use of any such third-party sites for information regarding the terms and conditions of your use of such sites.

When we refer to "PCWS," "we," "us" or "our," we mean Presbyterian Church of Western Springs or, if applicable, the specific division, subsidiary, or affiliate that operates the Site, provides its content, or processes information received through it, each as appropriate and applicable. When we refer to "you" or "your," we mean the person accessing the Site. If the person accessing the Site acts on behalf of, or for the purposes of, another person, including a business or other organization, "you" or "your" also means that other person, including a business organization.

### General

PCWS values your interest in us, and appreciates your visit to our Site. This Site provides general information about PCWS, and use of this Site is limited to legitimate purposes. PCWS may, from time to time, introduce new features to this Site, or modify or delete existing features, in its sole discretion. PCWS shall notify you of any of these changes to features in the manner and to the extent PCWS is required by law to do so. By using any new or modified features when they become available, you agree to be bound by these Terms concerning such features.

PCWS reserves the right to modify these Terms at any time without notice, but the most current version of the Terms of Use will always be available to you by clicking on the link at the

bottom of this Site. Therefore, you should frequently revisit this Site to determine the present terms and conditions to which you are legally bound. If you find these Terms unacceptable at any time, you may discontinue your use of the Site. By continuing to access the Site after the date of any change to these Terms, you agree to be bound by the rules contained in the most recent version of these Terms. You agree and understand that effective use of the Site may require your browser to use software plug-ins and modules, including without limitation JavaScript, in order to correctly display content and utilize features on the Site. PCWS reserves the right to modify or terminate the Site or to terminate your access to the Site, in whole or in part, at any time in its sole and absolute discretion. These Terms constitute a contract between you and PCWS governed by the laws of the State of Illinois.

You acknowledge and agree that any information, comments, documents, images or general content you enter in or post on this Site may be viewed by any other users with access to this Site, and therefore will not be considered confidential by you. By providing any such information, comments, documents, images or general content to PCWS, you grant to PCWS an unrestricted, irrevocable, worldwide, royalty-free license to use, reproduce, display, publicly perform, transmit and distribute such information, comments, documents, images or general content on this Site. You further agree that PCWS is free to use any ideas, concepts or know-how that you, or individuals acting on your behalf, provide to PCWS. You hereby agree that any comments, feedback or recommendations made by you for the improvement or modification of this Site or the Services advertised herein shall be the sole property of PCWS.

PCWS has the right in its sole discretion, and without prior notice and from time to time, to modify these Terms with respect to your access to or use of any Site. Such modifications and additions shall be effective immediately upon posting the modified Terms to any Site, which posting shall be deemed notice to you. If you disagree with the changes to these Terms, you should discontinue your use of the Sites. Any access to or use of any Site after posting of modifications or additions to these Terms shall constitute and be deemed to be your agreement to such modified Terms. Therefore, you should frequently revisit this Site to determine the present terms and conditions to which you are legally bound.

The obligations and liabilities you incurred prior to the termination date shall survive the termination of these Terms for all purposes. In the event of any such termination, the restrictions on your use of the material on this Site shall survive such termination, and you agree to be bound by those terms. YOU ACKNOWLEDGE AND AGREE THAT PCWS SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY MODIFICATION, SUSPENSION OR DISCONTINUANCE OF ANY SITE OR ANY SERVICES OR INFORMATION PROVIDED ON THIS SITE OR ACCESSED BY YOU THROUGH THIS SITE.

#### **General Terms of Use**

This Site and any of the products or services provided by PCWS in connection with this Site (the "**Products and Services**") are being provided to you expressly subject to these Terms, which govern your use of the Site.

### Access

PCWS makes this Site available subject to the terms and conditions set forth herein and all applicable laws. By accessing, browsing or otherwise using (collectively, "use" or "using") this Site, you acknowledge that you, the individual user of this Site, have read, understood and agree to be legally bound by these Terms, and to comply with all applicable laws and regulations, without limitation or qualification. By using this Site, you further acknowledge that you have the authority to and do hereby legally bind the business entity, if any, which you serve as an agent, independent contractor or employee thereof, to these Terms, without limitation or qualification. These Terms shall take effect immediately on your first use of this Site. If you do not agree to these Terms, you are not authorized to access, browse or otherwise use this Site.

### **Unauthorized Use**

Any access or attempted access of other areas of PCWS's computer systems, third-party systems, and Products and Services that PCWS utilizes or other information contained therein for any purpose is strictly prohibited. You agree not to interfere in any way with others' use of or access to any Site. PCWS reserves the right to report any activity that it reasonably suspects violates any law or regulation and to disclose any information to law enforcement officials or regulators or other appropriate third parties.

PCWS has the right to modify, suspend or discontinue, temporarily or permanently, this Site, any Products or Services provided by PCWS through this Site, or your right to access or use any portion of this Site, in PCWS's sole discretion, at any time and without prior notice, for any reason, including without limitation: (1) attempts by you (or another party) to gain unauthorized access to any Site or assist others in attempting to do so, (2) your (or another party's) disabling of any security features on any Site, (3) your violation of these Terms, (4) suspected or actual infringement of a third party's intellectual property rights or (5) pursuant to requests by law enforcement or other government agencies.

You warrant to PCWS that you will not attempt to gain unauthorized access to any Services offered by PCWS or computer systems or networks connected to any PCWS server through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available by PCWS. When using the Site you agree not to pretend to be someone else or to spoof their identity.

### Use of the Site

As a user of the Site, you have a non-exclusive, non-transferable, limited, revocable license to use the Site solely for your personal use. You may not use the Site for any other purpose whatsoever. Without limiting the previous sentence, you may not reproduce, modify, distribute, transmit, display, perform, reproduce, transfer, sell or publish any of the contents of the Site without the prior written consent of PCWS, which consent may be withheld, conditioned or delayed in its sole discretion, except that you may print out a copy of the content solely for your personal use. In doing so, you will not remove or alter, or cause to be

removed or altered, any copyright, trademark, trade name or service mark or any other proprietary notice or legend appearing on any of the content. You are prohibited from including links from other websites to the Site without the prior written consent of PCWS, which consent may be withheld, conditioned or delayed in its sole and absolute discretion.

## Copyrights/Trademarks/Restrictions on Use

All of the pages and screens on the Sites are owned and controlled by PCWS, except as otherwise expressly stated, and are protected by U.S. copyright laws and international treaties. The copyrighted materials on the Site include, but are not limited to, the text, design, software, images, graphics, source code and content on the Site. You are authorized to view the information available on the Site for your personal informational purposes only. Some information or content contained on this Site may be copyrighted by its owner, and permission to use such copyrighted materials must be obtained from the owner and cannot be obtained from PCWS. Other product and company names mentioned on this Site may be the trademarks of their respective owners. You acknowledge that you do not acquire any ownership rights by downloading copyrighted material. You may not copy, display, distribute, transfer, link to, reproduce, license, frame, alter, create derivative works of or republish all or any portion of the Site for any commercial or public purpose without PCWS's prior written consent. You may not use, copy, display, distribute, modify or reproduce any of the trademarks found on the Site except as specifically authorized in this paragraph. The Site may contain links to websites controlled or offered by third parties (non-affiliates of PCWS). PCWS hereby disclaims liability for any third party's website content, products, privacy policies, or security. In the event you choose to use the services available at a linked site, you agree to read and adhere to the policies and terms of use applicable to that site. In addition, any advice, opinions or recommendations provided by the linked site providers are those of the providers and not of PCWS. Your participation in, and use of, any linked site, including payment for and the delivery of goods or services, is based solely on the agreement, if any, between you and the linked site provider.

NOTICE OF IMMUNITY FROM LIABILITY FOR CONFIDENTIAL DISCLOSURE OF A TRADE SECRET TO THE GOVERNMENT OR IN A COURT FILING: Notwithstanding anything herein to the contrary, under the Federal Defend Trade Secrets Act of 2016, an individual may not be held criminally or civilly liable under any Federal or state trade secret law for the disclosure of a trade secret that: (A) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding if the individual files any document containing the trade secret under seal and does not disclose the trade secret except pursuant to court order. Nothing herein is intended, or should be construed, to affect the immunities created by the Defend Trade Secrets Act of 2016.

### **Registration Information**

In order to access certain portions of this Site (such as to make a Donation to PCWS), you may be required to register by completing a registration form ("Registration Form"). You represent and warrant that the information provided when registering is accurate, complete and current as of the date submitted and that you will update such information from time to time as necessary. These Terms shall be incorporated into, and form an integral part of, each Registration Form. If, as part of the registration process, you need to select a user name ("User Name") and a password ("Password") to access the User Name, you must choose a User Name that is not vulgar, attempts to impersonate another person, or violates the rights of others. You are solely responsible for all use under your User Name and Password and for maintaining the confidentiality of your User Names and Passwords. If you disclose or otherwise allow discovery of your User Name and/or Passwords to or by any person(s) or entity, you assume all risks and losses associated with such disclosure.

#### **Donations**

By entering a donation ("**Donation**") amount on the "Online Giving" page or "Pledge Online" page accessible through this Site, you shall be deemed to have agreed to donate such amount(s) according to the terms set forth therein. As the "Online Giving" and "Pledge Online" pages, and the processing of Donations, are operated and conducted by Vanco Payment Solutions, and not PCWS, please review Vanco's website Privacy Policy and terms of use prior to providing any personal or financial information. Each time you make a Donation on-line through this Site, you authorize PCWS or its service provider to contact you at your e-mail address. You may stop receiving marketing e-mails by following the opt-out procedures set forth in such e-mails or as set forth in our Privacy Policy.

### Intellectual Property and Restrictions on Use of Information and Content

All information and content provided on this Site, whether explicitly marked or not, is the property of PCWS, its subsidiaries, affiliated companies or joint partners, or others, and are subject to U.S. and international copyright and unfair competition laws. The information and content provided includes, but is not limited to, the text, graphics, image, video, audio, animation and software, their related files and their arrangement on the Site.

All trademarks, service marks, logos, model and brand names, emblems and protectable trade dress elements (collectively, "Marks"), whether explicitly marked or not, used on this Site are owned by PCWS, its subsidiaries, affiliated companies or joint partners, or used under license, and are subject to U.S. (federal and state) and international trademark and unfair competition laws. You may not copy, reproduce, download, upload, post, broadcast, transmit, distribute, publish, republish or otherwise use any information, content or Marks provided on this Site in any form or by any means, or by any information storage or retrieval system for any commercial use without the express written permission of PCWS. You are not permitted to create a hyperlink to any page or portion of any Site or frame any page or portion of any Site without the prior written permission of PCWS. You may, however, copy, print or otherwise use

the information, content or Marks provided on this Site, provided that the use is for your personal, educational or internal business use only and further provided that you: (1) maintain all copyright and other intellectual property notices together and intact with any information or content; (2) do not modify or otherwise alter any information or content; and (3) do not expressly or implicitly suggest an association with any Services, Products, brands or affiliates through the use of any information or content. Other use of any information, content or Marks, except as specifically permitted in these Terms or in a written instrument signed by PCWS, is strictly prohibited.

Nothing contained in any Site shall be construed as conferring, by implication, estoppel or otherwise, any license or right to any copyright, patent, trademark or other proprietary interest of PCWS or any third party. Any use of the information, content or Marks provided on any Site that does not comport with these Terms shall be an unauthorized use and subject you to civil and criminal penalties as provided by U.S. and international intellectual property laws and other applicable laws.

### **International Use**

PCWS makes no representation that materials, Products or Services on any Site are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access any Site from other locations do so on their own initiative and are responsible for compliance with local laws.

### **User Contributions to the Site**

PCWS is not liable or responsible for any content provided by its users or other third parties to the Site. The contributions of third parties do not necessarily represent the view or opinions of PCWS. PCWS cannot preview content before it appears.

### **Commercial Users**

For the avoidance of doubt, the Sites may not be used by our visitors for any commercial purposes other than to inquire about PCWS. You must obtain our express prior written consent to make commercial offers of any kind on the Site, whether by advertising, solicitations, links or any other form of communication. Without limiting the foregoing, you may not resell or link to other sites for the purpose of selling PCWS Products or Services of any kind without our express written permission. We will investigate and take appropriate legal action against anyone who violates this provision, including, without limitation, removing the offending communication from the Site and barring such violators from use of the Site. We reserve the right to block access for any user known or reasonably believed to be in violation of this provision.

### **Violation of the Terms**

You understand and agree that in PCWS's sole discretion, and without prior notice, we may terminate your access to the Sites, cancel any transactions or exercise any other remedy

available and remove any unauthorized Content if we believe that the Content you provided has violated or is inconsistent with these Terms or has violated the rights of PCWS, another user or the law, or constitutes a breach of the User Agreement. You agree that monetary damages may not provide a sufficient remedy to PCWS for violations of these Terms and you consent to injunctive or other equitable relief for such violations. PCWS may release user information about you if required by law or subpoena, or if release of the information is necessary or appropriate to address an unlawful or harmful activity. PCWS is not required to provide any refund to you if you are terminated as a User because you have violated any of these Terms.

PCWS is not responsible for the products, services, actions or failures to act of any third party referenced on any Site except as may be set forth in the User Agreement. Without limiting the foregoing, you may report the misconduct of users and/or third-party advertisers, service and/or product providers referenced on or included in any Site to us at <a href="Tech@Presbyws.org">Tech@Presbyws.org</a>. We may investigate the claim and take appropriate action, in our sole discretion.

### **Adoption of Additional Terms**

These Terms expressly include any and all additional terms and conditions that are set forth in any of the Sites, including but not limited to any such terms and conditions that are specified in posted agreements and frequently asked questions (FAQs) listings therein. To the extent any of these Terms are in conflict with any terms and conditions set forth in any particular Site, the terms and conditions set forth in the Sites shall control with respect to the particular Site to which the terms and conditions are posted.

### Indemnification

You agree to defend, indemnify, save and hold harmless PCWS and PCWS Affiliates and licensees and its and their respective directors, members, shareholders, officers, employees and agents from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees as incurred, arising out of your use of this Site, including any violation or alleged violation of these Terms, and any losses or claims arising out of your use of any Products or Services you may have obtained on any of our Sites.

#### Disclaimers

YOU USE THE SITES AND THE PRODUCTS AND SERVICES OFFERED ON THE SITES AT YOUR OWN RISK. ALL INFORMATION AND CONTENT AND ALL PRODUCTS AND SERVICES OFFERED THROUGH THE SITES, INCLUDING CONTENT PROVIDED BY THIRD-PARTY PROVIDERS, ADVERTISERS AND SPONSORS ON ANY SITE, IS PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURCHASE, FREEDOM FROM VIRUSES OR HARMFUL CODE, TITLE OR NON-INFRINGEMENT. ALL INFORMATION, CONTENT, PRODUCTS AND SERVICES OFFERED THROUGH ANY HYPERLINKED SITE IS PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND, AND IS USED AT YOUR OWN RISK. CERTAIN STATE LAWS DO NOT ALLOW

LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

IN NO EVENT WILL PRESBYTERIAN CHURCH OF WESTERN SPRINGS OR ITS SUBSIDIARIES, AFFILIATED COMPANIES OR SUPPLIERS BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, SPECIAL OR OTHER CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF THIS SITE OR ANY OF THE PRODUCTS OR SERVICES OFFERED THROUGH THIS SITE, OR ANY OTHER HYPERLINKED SITE, INCLUDING, WITHOUT LIMITATION, ANY LOST REVENUES, LOST PROFITS, LOSS OF PROSPECTIVE ECONOMIC ADVANTAGE, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR SYSTEM OR OTHERWISE ARISING OUT OF THE USE OR MISUSE OF OR INABILITY TO USE ANY SITE OR THE INFORMATION, CONTENT, DOCUMENTS OR SOFTWARE THEREOF, EVEN IF PRESBYTERIAN CHURCH OF WESTERN SPRINGS OR ITS SUBSIDIARIES, AFFILIATED COMPANIES OR SUPPLIERS ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR FOR ANY CLAIM BY A THIRD PARTY. YOUR SOLE AND EXCLUSIVE REMEDY AGAINST PCWS IS TO DISCONTINUE USE OF THIS SITE AND ANY HYPERLINKED SITES AND TO DISCONTINUE THE USE OF PRODUCTS AND SERVICES OFFERED ON THIS SITE AND ANY HYPERLINKED SITES. CERTAIN STATE LAWS DO NOT ALLOW EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

Without limiting the above disclaimers, PCWS, PCWS Affiliates and licensees and its and their respective directors, members, shareholders, officers, employees and agents: (1) make no warranties or representations whatsoever concerning this Site or any other Internet site, the access to, or the availability or use of, this Site or any other Internet Site, the information and Content from whatever source posted on or referred to in this Site or any other Internet site or the accuracy, completeness or timeliness of such information or Content; (2) do not warrant or represent that your access to, or use of, this Site or any other Internet site will be uninterrupted or free of errors or omissions, that defects will be corrected, or that this Site or any other Internet site is, or the information or content from whatever source available for use or downloading are, free of computer viruses, worms, Trojan horses or other harmful components; (3) do not represent or warrant that any Services or Products listed on, or accessed through, this Site will be available for purchase or not withdrawn at any time and makes no representation or warranty of any kind whatsoever concerning such Products or Services; and (4) do not represent or warrant the accuracy, functionality or specifications or any other aspect of items from whatever source posted or accessed through this Site.

This Site may use hyperlinks as a convenience to you so that certain reference material, PCWS-related subjects and other pertinent material are easily accessible. Linked and referenced sites may not be operated, controlled or maintained by PCWS. Hyperlinks and references to other sites, including any PCWS-affiliated entity, do not constitute sponsorship, endorsement or approval by PCWS of the information, content, policies or practices of such linked or referenced sites. PCWS, its subsidiaries, affiliated companies and joint partners do not accept any

responsibilities for any information or content, availability, policies, practices or any use of such sites. You access, browse and use such sites at your own risk.

If, notwithstanding the limitations of liability above, PCWS or any of the PCWS Affiliates are found liable for any loss or damage which arises out of or is in any way connected with any Products or Services or operation of this Site, then the liability of PCWS and the PCWS Affiliates will in no event exceed, in the aggregate, the lesser of (a) the service fees you paid to Presbyterian Church of Western Springs in connection with such transaction(s) on this Site, or (b) One-Hundred Dollars (US\$100.00) (or the equivalent in local currency).

The above limitations of liability reflect the allocation of risk between the parties, and will survive and apply even if any limited remedy specified in these Terms is found to have failed of its essential purpose. The limitations of liability provided in these Terms inure to the benefit of PCWS, the PCWS Affiliates and/or their respective suppliers.

PCWS has no obligation to update any information or content on any Site. Accordingly, PCWS, its subsidiaries, affiliated companies and joint partners assume no responsibility regarding the accuracy of the information or content provided on any Site. Any use of the information or content provided on this Site is done at your own risk.

### **Privacy Policy**

These Terms include the terms and conditions of PCWS's <u>Privacy Policy</u>. Accordingly, by using this Site, you affirmatively acknowledge that you have read, understood and agree to be legally bound by the terms and conditions of PCWS's <u>Privacy Policy</u>.

## **Copyright and Trademark Notices**

All content of this Site is © Presbyterian Church of Western Springs All rights reserved. Presbyterian Church of Western Springs names and logos are either registered trademarks or trademarks of Presbyterian Church of Western Springs in the United States and/or other countries. Other logos and Product and company names mentioned herein may be the trademarks of their respective owners. Presbyterian Church of Western Springs is not responsible for content on websites operated by parties other than Presbyterian Church of Western Springs. If you are aware of an infringement of our brand, please let us know by e-mailing us at notice@Presbyws.org. We address only messages concerning brand infringement at this e-mail address.

### **Digital Millennium Copyright Act ("DMCA")**

PCWS respects the intellectual property of others, and we ask our users and visitors to do the same. In accordance with the DMCA and other applicable law, PCWS has adopted a policy of terminating the accounts of, in appropriate circumstances and at PCWS's sole discretion, subscribers or account holders who are deemed to be repeat infringers. PCWS may also, at its sole discretion, limit access to the Site and/or terminate the accounts of any users who infringe

any intellectual property rights of others, whether or not there is any repeat infringement. If you believe that an account holder or subscriber is a repeat infringer, please provide information sufficient for us to verify that the account holder or subscriber is a repeat infringer when filing your notice.

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to the Site's designated agent (see below). ALL INQUIRIES NOT RELEVANT TO OR NOT COMPLYING WITH THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE. PCWS will process and investigate notices (each, a "Notice") of alleged infringement and will take appropriate actions under the DMCA and other applicable intellectual property laws. Upon receipt of notices complying with the DMCA, PCWS will act to remove or disable access to any material found to be infringing or found to be the subject of infringing activity and will act to remove or disable access to any reference or link to material or activity that is found to be infringing.

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide PCWS the following information in your Notice (to be effective, the notification must include ALL of the following):

- 1. a physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive copyright that is allegedly being infringed;
- 2. a description of the copyrighted work that you claim has been infringed;
- 3. a description of where the material that you claim is infringing is located on the Site;
- 4. your address, telephone number and e-mail address, and all other information reasonably sufficient to permit PCWS to contact you;
- 5. 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; and
- 6. a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or are authorized to act on behalf of the owner of an exclusive right that is allegedly being infringed.

Notices of claimed copyright infringement should be directed to PCWS's designated agent:

By mail:

Presbyterian Church of Western Springs 5250 Wolf Road Western Springs, Illinois 60558 Attn: Director of Communications

THE PRECEDING INFORMATION IS PROVIDED EXCLUSIVELY FOR NOTIFYING PCWS THAT YOUR COPYRIGHTED MATERIAL MAY HAVE BEEN INFRINGED. ALL OTHER INQUIRIES, SUCH AS PRODUCT OR SERVICE-RELATED QUESTIONS AND REQUESTS, OR QUESTIONS ON PRIVACY, WILL NOT RECEIVE A RESPONSE THROUGH THIS PROCESS.

#### **Patent Notices**

One or more patents owned by the PCWS Companies may apply to this Site and to the features, Products and Services accessible via the Site. Portions of this Site operate under license of one or more patents. Other patents are pending.

### **Communications Decency Act Notice**

Pursuant to 47 U.S.C. Section 230(d) (as amended from time to time), please be notified that parental control protections (such as computer hardware, software or filtering services) are commercially available to you that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available on the following two web sites:

GetNetWise (http://kids.getnetwise.org/)

On Guard Online (http://onguardonline.gov/)

Please be advised that PCWS does not endorse either above provider or any of the Products or services available at such sites.

#### Miscellaneous

PCWS controls its Sites (excluding linked sites) from its offices in Western Springs, Illinois, United States of America, and makes no representation that any content contained in this Site is appropriate or available for use in other locations. Accessing this Site in locations where the use of such content is illegal is prohibited. By accessing this Site you agree that the statutes and laws of the State of Illinois, notwithstanding any principles of conflicts of law, will apply to all matters relating to use of this Site, and that if you use this Site from any other location you are responsible for compliance with all applicable local laws. Any claim relating to this Site shall be litigated in the state and federal courts having jurisdiction in the State of Illinois and you hereby consent to the jurisdiction and venue of those courts. If any part of these Terms is deemed unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. Regardless of any statute or law to the

contrary, any claim or cause of action arising out of or related to use of this Site or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles herein are for convenience of reference only and have no legal or contractual effect.

By using this Site, you agree that PCWS, at its sole discretion, may require you to submit any disputes arising from the use of this Site, or these Terms concerning or, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance or termination, to final and binding arbitration under the International Rules of Arbitration of the American Arbitration Association, by one or more arbitrators appointed in accordance with the said Rules. Notwithstanding these rules, however, such proceeding shall be governed by the laws of the state as set forth in the previous section. Any award in an arbitration initiated under this clause shall be limited to monetary damages (as further limited herein) and shall include no injunction or direction to any party other than the direction to pay a monetary amount. Further, the arbitrator(s) shall have no authority to award punitive, consequential or other damages not measured by the prevailing party's actual damages in any arbitration initiated under this section, except as may be required by statute.

By using this Site, you further agree that you will not use this Site or any materials available hereon for any unlawful activity, or use it in any way that would violate any of these Terms.

When applicable, you further agree, as a condition of using this Site, to ensure that all of your agents, employees and independent contractors adhere to these Terms.