



# DIOCESE OF GRAND RAPIDS

## Terms of Use

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DOGR reserves the right to change these TOU or its policies relating to the Site and/or Privacy Policy (referenced below) at any time in its sole discretion. DOGR shall notify you of such changes by posting the changes on the Site. You are responsible for regularly reviewing the Site and all such changes. Continued use of the Site after any such changes have been posted shall constitute your agreement to such changes.

### 2. Privacy Policy

The Privacy Policy contained on the Site is incorporated in these TOU by reference, but these TOU shall govern any conflict or inconsistency with the Privacy Policy.

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Please exercise discretion while browsing the Internet and using the Site. You should be aware that when you are on the Site, you could be directed to other sites that are beyond DOGR's control. DOGR provides any such links to you only as a matter of convenience. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. Unless expressly stated on the Site, DOGR is not affiliated with, and DOGR does not endorse or sponsor, any sites on the Internet that are linked through or to the Site. DOGR makes no representations or warranties concerning the content of sites linked through or to the Site, or their information gathering, use or dissemination practices. In no event shall DOGR be responsible for the accuracy, relevancy, copyright compliance, legality, or decency of material contained in sites linked through or to the Site, and in no event shall DOGR be responsible or liable for any content, products, or other materials on or available from or through such sites.

#### **7. Prohibited Activities**

You agree to abide by all applicable local, state, and federal laws, regulations, statutes, rules and ordinances, in connection with your use of the Site and Content. Without limiting the foregoing, you shall not use the Site or Content to: (a) send unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (b) harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses; (c) transmit through or post on the Site unlawful, harassing, libelous, abusive, bigoted, hateful, racially offensive, tortuous, defamatory, threatening, harmful, invasive of another's privacy, vulgar, obscene or otherwise objectionable material of any kind or nature or which is harmful to minors in any way; (d) transmit any material that may infringe the intellectual property rights or other rights of third parties, including trademark, trade secret, copyright or right of publicity; (e) transmit any material that contains software viruses or other harmful or deleterious computer

code, files or programs such as Trojan horses, worms, time bombs or cancelbots; (f) interfere with or disrupt servers or networks connected to the Site or violate the regulations, policies or procedures of such networks; (g) attempt to gain unauthorized access to the Site or computer systems or networks connected to the Site through password mining or any other means; (h) harass or interfere with another user's use and enjoyment of the Site; or (i) advocate illegal activity or discuss illegal activities with the intent to commit them.

## **8. Forums, Chat Room And/Or Other Social Networking Tools.**

Forums, chat rooms, bulletin boards, newsgroups, communities or other social networking tools may, from time to time, be located in, or made available for access through, the DOGR Web site (collectively, "Social Networking Services"). You must be eighteen (18) or over to use forums, chat rooms, or other social networking tools that may be accessed through the DOGR Web sites. By accessing such Social Networking Services you agree to these conditions of use, and, further, you warrant that you are eighteen (18) years of age or older and have the authority and the right to enter into this agreement. Postings to any message board, bulletin board, chat-room, forum or other Social Networking Service, located in or accessed through this Site will not be protected as confidential, and DOGR may use and provide information contained in any such postings (including any remarks, suggestions, ideas, concepts, know-how or other intellectual property) for any purpose whatsoever and as deemed appropriate by DOGR. By providing any such information or materials to DOGR, you grant to DOGR an unrestricted, irrevocable, worldwide, royalty-free license to use, reproduce, and display such information and materials, and you agree that DOGR is free to use any remarks, suggestions, ideas, concepts, know-how or other intellectual property. You acknowledge and agree that you are responsible for whatever material you submit and you agree not to post or otherwise disseminate any unlawful, defamatory, libelous, threatening, obscene, harassing, vulgar or otherwise unlawful information of any kind, or materials that incorporate the proprietary rights of any person. You understand and agree that DOGR shall have no liability for any information or material contained on a bulletin board, message board, forum or other Social Networking Service posting site.

You agree to use the Social Networking Services only to post, send and receive messages and material that are proper and related to the particular Social Networking Service. By way of example, and not as a limitation, you agree that when using a Social Networking Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
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- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.

- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Social Networking Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Social Networking Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Social Networking Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Social Networking Service.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

## **9. Editorial control.**

Except as set forth in the DOGR Privacy Policy, your participation in the Social Networking Services may be edited, censored or otherwise controlled by the DOGR; however, DOGR has no obligation to monitor the Social Networking Services. Except as set forth in the DOGR Privacy Policy, DOGR reserves the right to review materials posted to a Social Networking Service and to remove any materials in their sole discretion. DOGR reserve the right to terminate your access to any or all of the Social Networking Services at any time without notice for any reason whatsoever.

DOGR reserves the right to delete or edit any content submitted to any Social Networking Service, as it deems necessary, but you agree that DOGR has no obligation to do so.

You agree that the administrators and authorized moderators, if any, of a Social Networking Service have the right to remove, edit, move, or close any topic at any time should they see fit or if they are deemed to violate these terms. You acknowledge that all posts made to a Social Networking Service express the views and opinions of the author and do not represent DOGR. Therefore, DOGR will not be held liable for any forum content or claims arising from Social Networking Service content whether or not arising under the laws of copyright, defamation, privacy, obscenity or otherwise.

## **10. Interactions with others through Social Networking Services.**

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## **11. Submissions**

By uploading or providing any Postings, suggestions, information, ideas, feedback, recommendations or other information and/or materials (collectively, "Submissions") to any Forum or to DOGR directly, you automatically grant (or warrant that the owner of such materials expressly grants) DOGR and its affiliates a perpetual, royalty-free, paid-up, worldwide, irrevocable, non-exclusive, unrestricted right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such Submissions, and/or incorporate such Submissions into any form, medium, or technology now known or later developed throughout the world. In addition, you warrant that all so-called "moral rights" in those materials have been waived.

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## **13. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY**

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Because DOGR is not and cannot be a party in your communications, interactions and/or transactions with advertisers, sponsors, third-party content providers, other users or other third parties on or through the Site, in the event that you have a dispute with one or more such third parties, you acknowledge that your sole and exclusive remedies are against such third parties. You expressly covenant not to sue DOGR in association with such disputes, and hereby release DOGR, its subsidiaries, affiliates, officers, directors, agents, and employees from any and all claims, demands, suits, expenses, fees (including attorneys' fees), judgments, penalties, fines and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

#### **15. Jurisdictional Issues**

DOGR makes no representation that Content, materials or information on the Site is appropriate or available for use in any particular location. Those who choose to access the Site do so on their own initiative and are responsible for compliance with local laws.

#### **16. Governing Law and Venue**

In order to ensure consistency in the interpretation and enforcement of these TOU and DOGR's rights in the Site, Content and other proprietary materials, these TOU will be governed exclusively by Michigan law and controlling United States federal law, without regard to the

choice or conflicts of law provisions of any jurisdiction. You expressly agree that any litigation arising between the parties related, in any way, to these TOU, the Site, the Content and/or any and all disputes, actions, claims, or causes of action related thereto shall be initiated and maintained only in the U.S. District Court for the Western District of Michigan, and/or Circuit Court of the County Kent, Michigan. You expressly consent and irrevocably submit to the exclusive personal jurisdiction and venue of such courts.

## **17. General Provisions**

If any provision of these TOU is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be modified to the extent necessary to be valid and enforceable, and all other provisions of these TOU shall remain in full force and effect.

The failure of DOGR to enforce any right or provision in these TOU shall not constitute a waiver of such right or provision unless acknowledged and agreed to by DOGR in writing. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy will effect the other provisions of these TOU.