

# Terms of Use

These Terms of Use ("**Terms**") apply to your use of the web sites, web pages, interactive features, blogs, located at the following URLs: <https://www.summitnv.org>, <https://www.summitunleashed.org/>, <https://summitridgenv.org/>, and <https://summitnv.ccbchurch.com/>, in addition to Instagram, Facebook or other social networking Church sites, and their respective contents, whether accessed via computer, mobile device or other technology (collectively, the "Sites"). The Sites are offered by and its affiliated companies and Site developers (collectively, "**the Church**", or "**we**", "**us**", "**our**").

## CONDITIONAL USE OF SITES

Your access to and use of the Sites (or any part thereof) is subject to these Terms, and all applicable laws. Certain features of the Sites may have additional terms, such as promotion official rules, site content and behavior guidelines, and other terms and conditions. These Terms govern your rights and responsibilities in connection with the particular Sites you are using. By accessing and using the Sites and such other features, you signify your acceptance and agreement to be bound by these Terms and the Church Privacy Policy (the "**Privacy Policy**"), which is hereby incorporated by this reference into these Terms, and such other terms as may be applicable. These Terms are a binding legal agreement between you and the Church: please read them carefully before you use the Sites. Do not use the Sites if you do not agree with any of the terms contained herein.

By accessing or using any website with an authorized link to this Agreement ("Website"), registering an account or accessing or using any content, information, services, features or resources available or enabled via the Website (collectively with the Website, the "Services"), clicking on a button or taking another action to signify your acceptance of this Agreement, you: (1) agree to be bound by this Agreement and any future amendments and additions to this Agreement as published through the Services; (2) represent you are of legal age in your jurisdiction of residence to form a binding contract; and (3) represent that you have the authority to enter into this Agreement personally and, if applicable, on behalf of any company, organization or other legal entity on whose behalf you use the Services. Except as otherwise provided herein, if you do not agree to be bound by this Agreement, you may not access or use the Services.

## RIGHTS; RESPONSIBILITIES; AND GENERAL RESTRICTIONS

- You may use the Sites for your own personal, non-commercial informational purposes only.
- You may not copy, reproduce, reuse, retransmit, adapt, publish, frame, post, upload, modify, create derivative works from or based upon, transmit, link from or to, decompile, reverse engineer, incorporate into any hardware or software application, broadcast, distribute or otherwise use or exploit any Site Content (as defined below) in any way, including for any public or commercial purpose whatsoever, without our express authorization.
- You may not use any third parties' likenesses, names, and/or properties without their express permission.
- You may not: (i) send any material to the Sites; or (ii) embed, re-publish, maintain and/or display any Site Content (including, without limitation, any of your own user submissions) on any personal, customized social networking Web page(s), Web blog(s), or microblog(s) or other web site or other Internet location that ordinarily contains or hosts content, that is: unlawful, harmful

(including any virus), threatening, libelous, defamatory, obscene, vulgar, scandalous, inflammatory, pornographic, indecent or profane, hateful, racially, culturally or ethnically offensive, or that encourages criminal conduct, or that gives rise, or potentially gives rise, to civil or criminal liability, or that could constitute or encourage a violation of any applicable laws, rules, regulations or Federal Trade Commission guidelines ("**Applicable Laws**"), or that infringes or violates other parties' intellectual property, publicity, or privacy rights or links to infringing or unauthorized content.

- You may not do anything on the Sites that would prevent other users' access to or use of the Sites or any part thereof.
- We may review, edit or delete materials you or others send to the Sites for any reason in our sole discretion, but are not obligated to do so.
- You are responsible for maintaining the confidentiality of any username or passwords associated with access to the Sites or your account (including in those instances in which the Sites uses the account creation mechanism and management of a third party's social network, website or device) and to monitor and assume responsibility for all activities that occur under your username and/or password.
- We may cancel any registration(s) or account(s) on the Sites at any time, without notice or liability, for any reason, including if technical problems, irregularities or misuse occurs.
- OWNERSHIP OF MATERIAL YOU SEND. Subject to the application of the Privacy Policy to personal data, any material you send to the Sites will be deemed non-confidential and non-proprietary. This includes any data, questions, comments, suggestions, ideas or other information, material or property. We (or our designees) will be entitled to use any or all of it for any purpose, WITHOUT COMPENSATION TO YOU, including for reproduction, disclosure, transmission, publication, broadcast and posting. You must only send material to the Sites if you are the original author of the material or otherwise have the necessary rights to use that material.

## DISCLAIMER

We try to make the Sites and the content thereon reliable, but inaccuracies may occur. Therefore, regardless of anything else on the Sites or in these Terms:

- USE OF THE SITES IS AT YOUR OWN RISK;
- THE SITES ARE PROVIDED TO YOU "AS IS"; "WITH ALL FAULTS" AND "AS AVAILABLE"; AND
- TO THE FULLEST EXTENT PERMITTED BY LAW, WE AND OUR RELATED PARTIES DISCLAIM ALL WARRANTIES REGARDING THE SITES, AND SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES ARISING OUT OF:
  - STATEMENTS, ERRORS OR OMISSIONS ON THE SITES;
  - CONTENT INFRINGING ANY THIRD PARTY'S RIGHTS;
  - VIRUSES THAT MAY BE TRANSMITTED TO YOUR COMPUTER, PHONE, OR OTHER ELECTRONIC DEVICE;
  - LINKING TO ANY OTHER SITE OR ITS NATURE OR CONTENTS;
  - ANY UNAUTHORIZED ACCESS TO OR USE OF THE COMPANY'S SECURE SERVERS AND/ OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN;
  - PERSONAL INJURY OR PROPERTY DAMAGE; OR
  - ANY OTHER MATTER REGARDING THE SITES AND YOUR USE OF IT.

## **REGISTRATION.**

When registering an account for the Services ("Account"), you agree to provide only true, accurate, current and complete information requested by the registration form (the "Registration Data") and to promptly update the Registration Data thereafter as necessary. You represent that you are not barred from using the Services under any applicable law and that you will be responsible for all activities that occur under your Account. You agree to monitor your Account to restrict its use by minors and other unauthorized users and agree not to share your Account or password with anyone. You further agree to notify us immediately of any unauthorized use of your password or any other breach of the security of your Account and to exit from your Account at the end of each session. You agree not to create an Account using a false identity or alias or if you previously have been banned from using any of the Services. We reserve the right to remove or reclaim any usernames at any time and for any reason. You acknowledge and agree that you have no ownership or other property interest in your Account and that all rights in and to your Account are owned by and inure to the benefit of us.

## **PAYMENT.**

You agree to pay all fees or charges to your Account in accordance with the fees, charges and billing terms in effect at the time a fee or charge is due and payable. You also agree to pay all applicable taxes. You must provide us with valid payment information in connection with your orders. By providing us with your payment information, you agree that (i) we are authorized to immediately invoice your Account for all fees and charges due and payable to us hereunder, (ii) we are authorized to share any payment information and instructions required to complete the payment transactions with its third-party payment service providers (e.g., credit card transaction processing, merchant settlement, and related services), and (iii) no additional notice or consent is required for the foregoing authorizations. You agree to immediately notify us of any change in your payment information. We reserve the right at any time to change its prices and billing methods. If payment cannot be charged to your payment card or your payment is returned for any reason, we reserve the right to either suspend or terminate your access to the unpaid-for services.

## **THIRD-PARTY LINKS.**

The Services may contain links to third-party services such as third-party websites, applications, or ads ("Third-Party Links"). When you click on such a link, we will not warn you that you have left the Services. We do not control and are not responsible for Third-Party Links. We provide these Third-Party Links only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to them, or any content, products or services accessible through such links. Your use of all Third-Party Links is at your own risk.

## **LIMITATION OF LIABILITY.**

Disclaimer of Certain Damages. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS OR REVENUE OR FOR INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF DATA, PRODUCTION, OR USE, BUSINESS INTERRUPTION OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Cap on Liability. UNDER NO CIRCUMSTANCES WILL THE TOTAL AGGREGATE AMOUNT THAT THE WE ARE LIABLE TO YOU EXCEED THE GREATER OF (A) THE TOTAL AMOUNT ACTUALLY PAID TO US BY YOU DURING THE TWELVE-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY, (B) THE REMEDY OR PENALTY IMPOSED BY THE STATUTE OR REGULATION UNDER WHICH SUCH CLAIM ARISES, OR (C) ONE HUNDRED DOLLARS (\$100). THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO CHURCH LIABILITY OF FOR (X) DEATH, TANGIBLE PROPERTY DAMAGE, OR PERSONAL INJURY CAUSED BY OUR GROSS NEGLIGENCE OR FOR (Y) ANY INJURY CAUSED BY OUR FRAUD OR FRAUDULENT MISREPRESENTATION.

## **INDEMNIFICATION.**

BY USING THE SITES, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE COMPANY AND ITS RELATED PARTIES, AND ITS AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, AGENTS, LICENSORS, SUCCESSORS AND ASSIGNS, FROM ALL DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE LAWYER'S FEES AND COSTS, ARISING OUT OF ANY OF THE FOLLOWING:

- ANY CLAIMS FOR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, LIBEL, DEFAMATION RELATING TO ANY MATERIALS YOU SEND TO THE SITES;
- ANY ACTIVITY RELATING TO YOUR INTERNET ACCOUNT, INCLUDING NEGLIGENT OR WRONGFUL CONDUCT BY YOU OR ANYONE USING THE SITES THROUGH YOUR INTERNET, CELL PHONE, OR SOCIAL NETWORKING ACCOUNT;
- THE VIOLATION OF ANY APPLICABLE LAWS AND/ OR THESE TERMS BY YOU AND/ OR ANYONE USING YOUR ACCOUNT TO ACCESS AND/ OR OTHERWISE USE THE SITES (IN WHOLE OR IN PART);
- YOUR VIOLATION OF ANY PERSON'S PRIVACY, PUBLICITY OR OTHER RIGHT;
- ANY OTHER MATTER REGARDING THE SITES AND YOUR USE OF THEM.
- You agree to use best efforts to cooperate with us in the defense of any such matter. We reserve the right, at your expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

## **ARBITRATION.**

You agree that any dispute between you and us relating in any way to the Services, our advertising or marketing practices, any Products sold or distributed through the Services, or this Agreement, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; and (2) you or we may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before the Effective Date of this Agreement or any prior version of this Agreement.

IF YOU AGREE TO ARBITRATION WITH US, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY LAWSUIT FILED AGAINST US ALLEGING CLASS, COLLECTIVE, AND/OR REPRESENTATIVE CLAIMS ON YOUR BEHALF. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING COVERED CLAIMS AGAINST US ONLY IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR. YOU

ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING WHETHER TO ACCEPT THIS ARBITRATION AGREEMENT.

Arbitration Rules and Forum. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to *Administration c/o Summit Christian Church, 7075 Pyramid Way, Sparks NV 89436*. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims with an amount in controversy under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS' most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at [www.jamsadr.com](http://www.jamsadr.com) or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and you cannot obtain a waiver from JAMS, we will pay them for you. In addition, we will reimburse all such JAMS' filing, administrative, hearing and/or other fees for claims with an amount in controversy totaling less than \$10,000 unless the arbitrator determines the claims are frivolous.

You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Authority of Arbitrator. The arbitrator, and not any federal, state or local court or agency shall have exclusive authority to resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitrator will decide the rights and liabilities, if any, of you and us. The arbitration proceeding will not be consolidated with any other matters or joined with any other proceedings or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and this Agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which any award (or decision not to render an award) is based, including the calculation of any damages awarded. The arbitrator shall follow the applicable law. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

Waiver of Jury Trial. YOU AND CHURCH HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT (OTHER THAN SMALL CLAIMS COURT AS PERMITTED HEREIN) AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Church are instead electing that all covered claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified herein. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, COLLECTIVE OR REPRESENTATIVE BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE FOR CLAIMS COVERED BY THIS ARBITRATION AGREEMENT, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Notwithstanding anything to the contrary herein, in the event that this section is deemed invalid or unenforceable with respect to a particular claim or dispute, neither you nor

we shall be entitled to arbitration of such claim or dispute and instead the applicable claim or dispute shall be resolved in a court as set forth below.

## **EXCLUSIVE VENUE.**

To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you agree that all claims and disputes arising out of or relating to this Agreement will be litigated exclusively in the state courts in Washoe County, Nevada or federal courts located in the District of Nevada.

## **GENERAL.**

**Severability.** Subject to "Waiver of Class or Consolidated Actions," above, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

**Survival of Agreement.** This Arbitration Agreement will survive the termination or expiration of the Agreement or your relationship with us.

**Modification.** Notwithstanding any provision in this Agreement to the contrary, we agree that if we make any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) of which you had already provided notice to us.

**Assignment.** This Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without our prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

**Force Majeure.** We shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

## **OTHER SITES.**

The Sites may contain links to other web sites and/or other social networking sites that we do not own or operate. We do not control, recommend or endorse and are not responsible for these sites or their content, products, services or privacy policies or practices. Downloading material from certain sites may risk infringing intellectual property rights or introducing viruses into your system. You should note when you leave the Sites and read the privacy policies and terms of these other sites. You should also independently assess the authenticity of any website or social networking site which appears or claims that it is one of our sites (including those linked to through an email).

## **INTELLECTUAL PROPERTY.**

We (or our associated or affiliated companies or third parties who have licensed its brands to the Church or contributed to the Sites) ("**Content Owner**") own or license from third parties all Site Content. All Site Content and all copyrights, patents, trademarks, service marks, trade names and all other intellectual property rights therein remains the sole property of the applicable Content Owner and is protected under all relevant international copyright, trademark and other intellectual property laws. Nothing on the Sites

should be construed as granting any license or rights to use or distribute any Site Content, without our express written agreement or of the other applicable Content Owner.

## TERMINATION

You understand and agree that the Church may, in its sole discretion, without liability or prior notice and at any time, terminate or temporarily suspend your rights to access or use of the Sites, and discard, remove, and/or disable or deactivate any or all of your submissions or materials and data that you (and/or anyone else) may have sent to the Sites. The Church may also, in its sole discretion, without liability and at any time, discontinue the Sites or any parts thereof or limit or restrict any user access thereto, for any reason, with or without prior notice. You may discontinue your access to, use or participation on or by means of the Sites at any time.

## JURISDICTION.

We control and operate the Sites from the State of Nevada, USA (the "**Jurisdiction**") (regardless of where hosting servers are located). All matters relating to the Sites are governed by the laws of the above Jurisdiction, without reference to conflict or choice of law principles. You agree that jurisdiction and venue for any legal proceeding relating to the Sites shall be in appropriate courts located in the above Jurisdiction. We do not warrant or imply that the Sites or materials on it are appropriate for use outside of the USA. The information set forth in the Sites concerning any products or services is applicable only in the Jurisdiction, and these products or services may not be available in all locations. If you are located outside of the USA, you are solely responsible for compliance with any applicable local laws in the jurisdiction from where you access or use the Sites.

## SEVERABILITY; WAIVER.

If for any reason, any provision of these Terms is found unlawful, void or unenforceable, it shall be deemed severed from these Terms and the remaining provisions will continue in full force and effect. The failure of the Church to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

## DEFINITIONS/INTERPRETATION.

As used herein:

**"Damages"** means any and all direct, special, indirect, consequential loss or, exemplary or punitive damages or other damages of any kind, including damages for loss of revenues, profits, goodwill, use, data or other intangible losses (whether in contract, including fundamental breach, tort, including negligence, statutory or otherwise).

**"including"** means including, but not limited to.

**"materials sent to the Sites"** (and **"materials you send to the Sites"** and other like terms) means anything emailed, uploaded, posted or otherwise transmitted or sent to the Sites (whether information, text, material, data or code or other) by you or another user.

**"Related Parties"** means all of our parent, subsidiary and affiliated companies, Site Developers and other promotional partners.

**"Site Contents"** means any and all information, text, images, audio, video, designs, names, logos, trademarks, data, code or other information, material or content on the Sites.

**"Site Developer"** means any party involved in creating, producing, delivering or maintaining the Sites.

**"use of the Site(s)"** (and **"using"** and other like terms) means any and all use of the Sites of any kind whatsoever, including access to, browsing of, reviewing, posting of, transmitting, reviewing, downloading, and other using the Sites or any material on the Sites.

**"Warranties"** means any warranties or representations, express or implied (including, without limitation, any implied warranties of merchantability or fitness for a particular purpose, title, non-infringement or freedom from computer virus).

## **CHANGES.**

Please note, we may change, modify or add to the information on the Sites and/or these Terms, at any time without prior notice. Changes to these Terms or the Privacy Policy will be effective when posted. You should regularly review these Terms for any changes. Your use of the Sites, after any changes to these Terms are posted will be considered acceptance of those changes and will constitute your agreement to be bound thereby; and by providing continued access to the Sites we are providing you consideration for agreement to such changes. If you object to any such changes, your sole recourse will be to stop using the Sites.

## **CONTACT US.**

If you have any questions or concerns regarding these Terms, please contact us at:

Attn: Administration c/o Summit Christian Church

Address: 7075 Pyramid Way, Sparks, NV 89436

Re: [www.summitnv.org](http://www.summitnv.org) Privacy Policy

Telephone: (775) 424-5683

E-Mail: [office@summitnv.org](mailto:office@summitnv.org)