

SURRENDERED CLAY MINISTRIES STANDARD WEBSITE TERMS AND CONDITIONS

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Article 1 – Introduction

Read these Website Standard Terms and Conditions (these "Terms" or these " Website Standard Terms and Conditions ") prior to use of our website or applications.

These Website Standard Terms and Conditions contained herein on this webpage, shall govern your use of this website, including all pages within this site and applications (collectively referred to herein below as this "Website"). These terms apply in full force and effect to your use of this Website. By using this Website, you expressly accept all terms and conditions contained herein in full. You must not use this Website, if you have any objections to any of these Website Standard Terms and Conditions. This Website is not for use by any minors (defined as those who are not at least 18 years of age), you must not use this Website if you are a minor.

Article 2 – Intellectual Property Rights

Other than content you own, which you may have opted to include on this Website, under these Terms, Surrendered Clay Ministries and/or its licensors own all rights to the intellectual property and material contained in this Website, and all such rights are reserved.

You are granted a limited license only and subject to the restrictions provided in these Terms, only for the purposes of viewing the material contained on this Website.

Article 3 – Restrictions

You are expressly and emphatically restricted from all of the following without prior written consent from the Surrendered Clay Ministries Board:

1. Publishing any Website material in any media
2. Selling, sublicensing and/or otherwise commercializing any Website material
3. Publicly performing and/or showing any Website material
4. Using this Website in any way that is, or may be damaging to this Website
5. Using this Website contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to the Website, or to any person or business entity
6. Engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website, or while using this Website,
7. Using this Website to engage in any advertising or marketing.

Certain areas in this Website are restricted from access by you and Surrendered Clay Ministries may further restrict access by you to any areas of this Website, at any time, in its sole and absolute discretion. Any user ID and password you may have for this Website are confidential and you must maintain confidentiality of such information.

Article 4 – Additional Restrictions

As a condition of use of this Website, you are expressly and emphatically restricted from all of the following, by way of example and not limitation

1. Using this Website for any purpose that is unlawful, or prohibited by these Terms, or for any other purpose not reasonably intended by Surrendered Clay Ministries
2. Communicating with representatives or other users in an abusive manner
3. Abusing, harassing, threatening, impersonating or intimidating any person
4. Creating spam or transmitting unwanted spam to any person or any URL
5. Using this Website in any way that impacts user access to this Website
6. To post or transmit, or cause to be posted or transmitted any content that is libelous, defamatory, obscene, pornographic, abusive, offensive, profane or that infringes any copyright, or other right of any person
7. To post or transmit, or cause to be posted or transmitted communication designed or intended to obtain passwords, account or private information.

Article 5 – Your Content

In these Website Standard Terms, “Your Content” shall mean any audio, video, text, images or other material you choose to display on this Website. With respect to Your Content, by displaying it, you grant Surrendered Clay Ministries a non-exclusive, worldwide, irrevocable, royalty-free, sublicense to use, reproduce, adapt, publish, translate and distribute it in any and all media.

Your content must be your own and must not be infringing on any third party’s rights. Surrendered Clay Ministries reserves the right to remove any of Your Content from this Website at any time, and for any reason, without notice.

Article 6 – Trademarks

Surrendered Clay Ministries’ graphics, designs, scripts and logos are trademarked. Such trademarks may not be used in connection with any product or service without prior written consent of Surrendered Clay Ministries’ board.

Article 7 – No warranties

You expressly acknowledge and agree that use of this Website is at your sole risk. To the maximum extent permitted by law, the Website is provided “as is” and “as available” with all faults. Surrendered Clay Ministries hereby disclaims any and all warranties and conditions for the Website, and makes no express or implied or statutory representation of warranty, of any kind related to this Website or the materials contained on this Website. No oral or written information given by Surrendered Clay Ministries or its representative shall constitute or create a warranty of any kind. Should the Website prove defective, you assume all cost of servicing,

repair and correction. Additionally, nothing contained on this Website shall be construed as providing consult or advice to you.

Article 8 – Limitation of Liability

In no event shall Surrendered Clay Ministries, nor any of its ministers, officers, directors and employees, be liable to you in any way for anything arising out of, or in any way connected with your use of this Website, whether such liability is under contract, tort or otherwise, and Surrendered Clay Ministries, including its ministers, officers, directors and employees shall not be liable for any indirect, consequential or special liability arising out of, or in any way related to your use of this Website.

Article 9 – Indemnification

You hereby indemnify to the fullest extent Surrendered Clay Ministries from and against any and all liabilities, costs, demands, causes of action, damages and expenses (including reasonable attorney fees) arising out of or in any way related to your breach of any of the provisions of these terms.

Article 10 – Severability

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

Article 11 – Variation of Terms

Surrendered Clay Ministries is permitted to revise these Terms at any time as it sees fit, and by using this Website you are expected to review such Terms on a regular basis to ensure you understand all terms and conditions governing use of this Website. We reserve the right, at our sole discretion, to modify or replace these Terms at any time without notice or consent.

Article 12 – Assignment

Surrendered Clay Ministries shall be permitted to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification or consent required. However you shall not be permitted to assign, transfer, or subcontract any of your right and/or obligations under these Terms.

Article 13 – Entire Agreement

These Terms, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between Surrendered Clay Ministries and you in relation to your use of this website, and shall supersede all prior agreements and understanding with respect to the same.

Article 14 – Governing Law and Jurisdiction

These Terms will be governed by and construed in accordance with the laws of the State of Pennsylvania, and you submit to the non-exclusive jurisdiction of the state and federal courts located in Pennsylvania.