

Canberra National Seventh-day Adventist Church Website Terms and Conditions of Use

Welcome to the Canberra National Seventh-day Adventist Church web site. By creating a membership on www.cnac.org.au, (the "Web Site"), you agree to abide by the following Terms and Conditions of Use:

This page states the "Terms and Conditions" under which you may use the "Web Site". Please read this page carefully. If you do not accept the Terms and Conditions stated here, do not use this web site. By using this web site, you are indicating your acceptance to be bound by the terms of these Terms and Conditions. This web site is sponsored by Canberra National Seventh-day Adventist Church, (the "Church"), and may revise these Terms and Conditions at any time by updating this posting. You should visit this page periodically to review the Terms and Conditions, because they are binding on you. The terms "You" and "User" as used herein refer to all individuals and/or entities accessing this web site for any reason.

Use of Material.

The Church authorizes you to view and download a single copy of the material on the Web Site solely for your personal, noncommercial use.

The information available on this Web Site, is the property of the Church or its content suppliers or clients, and is protected by copyright, trademark, and other intellectual property laws. The compilation (meaning the collection, arrangement and assembly) of all content on this Web Site is the exclusive property of the Church. Unauthorized use of the Material may violate copyright, trademark, and other laws. You must retain all copyright, trademark and other proprietary notices contained in the original Material on any copy you make of the Material. You may not sell or modify the Material or reproduce, display, publicly perform, distribute, or otherwise use the Material in any way for any public or commercial purpose. The use of the Material on

any other web site or in a networked computer environment for any purpose is prohibited.

Acceptable Site Use.

General Rules: Users may not use the Web Site in order to transmit, distribute, store or destroy material (a) in violation of any applicable law or regulation, (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others, or (c) that is defamatory, obscene, threatening, abusive or hateful.

Web Site Security Rules: Users are prohibited from violating or attempting to violate the security of the Web Site, including, without limitation, (a) accessing data not intended for such user or logging into a server or account which the user is not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Web Site, overloading, "flooding", "spamming", "mailbombing" or "crashing", (d) sending unsolicited e-mail, including promotions and/or advertising of products or services, or (e) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting. Violations of system or network security may result in civil or criminal liability. The Church will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

Specific Prohibited Uses.

The Web Site may be used only for lawful purposes by individuals. The Church specifically prohibits any use of the Web Site, and all users agree not to use the Web Site, for any of the following:

Posting any incomplete, false or inaccurate biographical information or information which is not your own material.

Posting any franchise, pyramid scheme, "club membership", distributorship or sales representative agency arrangement or other business opportunity which requires an up front or periodic payment, pays commissions only (no significant salary), requires recruitment of other members, sub-distributors or sub-agents.

Deleting or revising any material posted by any other person or entity, except where such authority has been explicitly assigned by the site administrator.

Using any device, software or routine to interfere or attempt to interfere with the proper working of this Web Site or any activity being conducted on this site.

Taking any action which imposes an unreasonable or disproportionately large load on this Web Site's infrastructure.

If you have a password allowing access to a non-public area of this Web Site, disclosing to or sharing your password with any third parties or using your password for any unauthorized purpose.

Notwithstanding anything to the contrary contained herein, using or attempting to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search this Web Site other than the search engine and search agents available from the Church on this Web Site and other than generally available third party web browsers (e.g., Netscape Navigator, Microsoft Explorer).

Attempting to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Web Site.

Aggregating, copying or duplicating in any manner any of the materials or information available from the Web Site.

User Information.

When you register for the Web Site, you will be asked to provide the Church with certain information including, without limitation, a valid email address (your "Information"). The Church will not disclose to any third party your name, address, e-mail address or telephone number without your prior consent, except to the extent necessary or appropriate to comply with applicable laws or in legal proceedings where such information is relevant. Please see the Church's Privacy Policy for further details regarding your Information.

User Submissions.

As a user, you are responsible for your own communications and are responsible for the consequences of their posting. You must not, and by using this Web Site you agree not to, do the following things: post material that is copyrighted, unless you are the copyright owner or have the permission of the copyright owner to post it; post material that reveals trade secrets, unless you own them or have the permission of the owner; post material that infringes on any other intellectual property rights of others or on the privacy or publicity rights of others; post material that is obscene, defamatory, threatening, harassing, abusive, hateful, or embarrassing to another user or any other person or entity; post a sexually-explicit image or statement; post advertisements or solicitations of business unless authorized to do so and specifically posted to the classified advertisement section or via banner ads sections; post chain letters or pyramid schemes; impersonate another person; or post material that contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines or engines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information.

The Church does not represent or guarantee the truthfulness, accuracy, or reliability of communications posted by users or endorse any opinions

expressed by users. You acknowledge that any reliance on material posted by other users will be at your own risk.

The Church acts as a passive conduit for the online distribution and publication of user-submitted information and has no obligation to screen communications or information in advance and is not responsible for screening or monitoring material posted by users. If notified by a user of communications which allegedly do not conform to these Terms and Conditions, the Church may investigate the allegation and determine in good faith and its sole discretion whether to remove or request the removal of the communication. The Church has no liability or responsibility to users for performance or nonperformance of such activities. The Church reserves the right to expel users and prevent their further access to the Web Site for violating the Terms and Conditions or the law and the right to remove communications which are abusive, illegal, or disruptive. The Church may take any action with respect to user-submitted information that it deems necessary or appropriate in its sole discretion if it believes it may create liability for the Church or may cause the Church to lose (in whole or in part) the services of its ISPs or other suppliers.

By submitting content to any public or non-public area of the Web Site, including message boards, forums, and chat rooms, you grant the Church and its affiliates the royalty-free, perpetual, irrevocable, sublicenseable (through multiple tiers), non-exclusive right (including any moral rights) and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display the content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed, for the full term of any rights that may exist in such content. You also warrant that the holder of any rights, including moral rights in such content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You also permit any subscriber to access, display, view, store and reproduce such content for personal use.

Subject to the foregoing, the owner of such content placed on the Web Site retains any and all rights that may exist in such content.

Registration and Password.

You are responsible for maintaining the confidentiality of your information and password. You shall be responsible for all uses of your registration, whether or not authorized by you. You agree to immediately notify the Church of any unauthorized use of your registration or password.

Identification Of Agent To Receive Notification And Elements Of Notification Of Claimed Copyright Infringement.

If you believe that your copyrighted work has been uploaded, posted or copied to this Web Site and is accessible on this Web Site in a way that constitutes copyright infringement, please notify us by providing our designated copyright agent with the following information:

1. The physical or electronic signature of either the copyright owner or of a person authorized to act on the owner's behalf;
2. A description of the copyrighted work you claim has been infringed, and a description of the activity that you claim to be infringing;
3. Identification of the URL or other specific location on this web site where the material or activity you claim to be infringing is located or is occurring; you must include enough information to allow us to locate the material or the activity;
4. Your name, address, telephone number and, if you have one, your e-mail address;
5. A statement by you that you have a good faith belief that use on the web site of the copyrighted work in the manner you are complaining of is not authorized by the copyright owner, any agent of the copyright owner, or the law; and
6. A statement by you, made under penalty of perjury, that the information you have provided in your notice is accurate and that you are either the copyright owner or are authorized to act on behalf of the copyright owner.
7. Please send notices of claims of copyright infringement on our web site to:

By mail:

The Pastor

Canberra National Seventh-day Adventist Church

P O Box 800

Canberra ACT 2601

Policy Regarding Termination Of Users And Account Holders Who Repeatedly Infringe The Copyright Or Other Intellectual Property Rights Of Others

Canberra National Seventh-day Adventist Church respects the intellectual property of others, and we ask our users, account holders and content partners to do the same. The unauthorized reproduction, copying, distribution, modification, public display or public performance of copyrighted works constitutes infringement of the copyright owners rights. As a condition to your use of this Web Site, you agree not to use the Web Site to infringe the intellectual property rights of others in any way. We will terminate the accounts of any account holders, and block access to our Web Site of any users, who are repeat infringers of the copyrights, or other intellectual property rights, of others. We reserve the right to take these actions at any time, in our sole discretion, with or without notice, and without any liability to the account holder who is terminated or to the user whose access is blocked.

The Church's Liability.

The Web Site is only a venue. We do not guarantee to screen or censor the listings offered. As a result, the Church has only limited control over the quality, safety or legality of the materials posted, or the truth or accuracy of the posts. In addition, note that there are risks, including but not limited to the risk of physical harm, of dealing with strangers, foreign nationals, underage persons or people acting under false pretenses. You assume all risks associated with dealing with other users with whom you come in contact through the Web Site.

Because user authentication on the Internet is difficult, the Church cannot and does not confirm that each user is who they claim to be. Because we do not and cannot be involved in user-to-user dealings or control the behavior of participants on the Web Site, in the event that you have a dispute with one or more users, you release the Church (and our agents, employees and volunteer staff) from claims, demands and damages (actual and consequential, direct and indirect) 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.

We are under no legal obligation to, and generally do not, control the information provided by other users which is made available through the Web Site. By its very nature, other people's information may be offensive, harmful or inaccurate, and in some cases will be mislabeled or deceptively labeled. We expect that you will use caution and common sense when using this Web Site.

The Material may contain inaccuracies or typographical errors. The Church makes no representations about the accuracy, reliability, completeness, or timeliness of the Web Site or the Material. The use of the Web Site and the Material is at your own risk. Changes are periodically made to the Web Site and may be made at any time.

You acknowledge and agree that you are solely responsible for the form, content and accuracy of any material contained therein placed by you on the Web Site.

THE CHURCH DOES NOT WARRANT THAT THE WEB SITE WILL OPERATE ERROR-FREE OR THAT THE WEB SITE AND ITS SERVER ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF THE WEB SITE OR THE MATERIAL RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, THE CHURCH IS NOT RESPONSIBLE FOR THOSE COSTS. THE WEB SITE AND MATERIAL ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. THE CHURCH, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE CHURCH MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE MATERIAL, SERVICES, SOFTWARE, TEXT, GRAPHICS, AND LINKS.

Disclaimer Of Consequential Damages.

IN NO EVENT SHALL THE CHURCH, ITS SUPPLIERS, OR ANY THIRD PARTIES MENTIONED ON THE WEB SITE BE LIABLE FOR ANY

DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THE WEB SITE AND THE MATERIAL, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE CHURCH IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Links to Other Sites.

The Web Site contains links to third party web sites. These links are provided solely as a convenience to you and not as an endorsement by the Church of the contents on such third-party Web sites. The Church is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third party Web sites. If you decide to access linked third party Web sites, you do so at your own risk.

No Resale or Unauthorized Commercial Use.

You agree not to resell or assign your rights or obligations under these Term of Use. You also agree not to make any unauthorized commercial use of the Web Site.

Limitation of Liability.

The aggregate liability for the Church to you for all claims arising from the use of the Materials is limited to \$10.

Termination.

The Church reserves the right, at its sole discretion, to pursue all of its legal remedies, including but not limited to deletion of your postings from this Web Site and immediate termination of your registration with or ability to access the Web Site, upon any breach by you of these Terms and Conditions or if the Church is unable to verify or authenticate any information you submit to the Web Site registration with or ability to access the Web Site.

Indemnity.

You agree to defend, indemnify, and hold harmless the Church, its officers, directors, employees, agents and volunteer staff, from and against any claims,

actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your use of the Material or your breach of the terms of these Terms and Conditions. The Church shall provide notice to you promptly of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit or proceeding.

General.

The Church makes no claims that the Materials may be lawfully viewed or downloaded outside of Australia. Access to the Materials may not be legal by certain persons or in certain countries. If you access the Web Site from outside of Australia, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

Additional Terms of Use.

Certain areas of this Web Site are subject to additional terms of use. By using such areas, or any part thereof, you agree to be bound by the additional terms of use applicable to such areas.