



## **TERMS AND CONDITIONS OF USE AGREEMENT**

### **Introduction.**

- Governing Terms: Catholiccincinnati.org, including the features and services available from this website (collectively the “Site”) is an interactive online service operated by the Archdiocese of Cincinnati (the “Archdiocese”). This Terms and Conditions of Use Agreement (the “Agreement”) and the Catholiccincinnati.org Privacy Policy [http://www.catholiccincinnati.org/wp-content/uploads/2011/12/AOC\\_website\\_privacy\\_policy.pdf](http://www.catholiccincinnati.org/wp-content/uploads/2011/12/AOC_website_privacy_policy.pdf), set forth the terms and conditions that apply to your use of the Site. This Agreement governs our relationship with you. It is a binding contract. By using the Site, you agree to comply with all of the terms and conditions hereof. You also agree to comply with all applicable local, state, federal, and international laws, rules and regulations (the “Law”). If you do not agree to these terms and conditions of use, you should not access or use the Site.
- Changes to Terms and Conditions of Use: The Archdiocese may modify this Agreement, in whole or in part, or add or remove terms at any time, and such modifications, additions or deletions will be effective immediately upon posting. Your use of the Site after such posting shall be deemed to constitute acceptance by you of such modifications, additions or deletions.
- Changes to Site: The Archdiocese may change or discontinue any aspect, service or feature of the Site at any time, including without limitation, content, hours of availability, and equipment needed for access or use.
- Equipment: You are responsible for obtaining and maintaining all connectivity, computer software, hardware and other equipment needed for access to and use of the Site and all charges related to the same.

### **Community Guidelines and User Content**

- Interactive Areas: The Site may contain sections, discussion forums, bulletin boards, or other interactive features (“Interactive Areas”) in which you may post or upload comments or user-generated content such as photos, messages, or other items (collectively, “User Content”). You are solely responsible for your use of any Interactive Areas. Use of Interactive Areas is at your own risk. By

submitting User Content in an Interactive Area, you represent that you are 13 years of age or older. Children under the age of 13 years are prohibited from using this Site. If you are under the age of 18 and submit User Content, you represent that you either are an emancipated minor or have obtained the legal consent of your parent or legal guardian to enter into and fulfill the obligations of this Agreement.

- Use of Social Networking Services: The Site provides opportunities to use social utilities or social networking services, such as Facebook, to share and post content from the Site. By registering and using a social utility or social networking service to interact on the Site, you agree to the terms and policies of that social utility or service (the “Social Service Terms and Policies”). The Archdiocese reserves the right to terminate your access to and use of the Site if you fail to comply with the Social Service Terms and Policies. The Archdiocese is in no way liable for any violations you commit of the Social Service Terms and Policies.
  
- Community Guidelines: If you submit any User Content or participate in an Interactive Area, you agree to abide by the following rules of conduct:
  - All posts and content should be marked with Christian charity and respect. They should be on topic and presume the good will of other posters.
  
  - You agree not to upload, post or otherwise transmit any User Content that publicly endorses or speaks in opposition to a specific candidate, political party or political action committee as well as divisive speech, and personal attacks of public figures.
  
  - You agree not to violate or infringe the rights of the Archdiocese or others including, without limitation, patent, trademark, trade secret, copyright, publicity or other proprietary rights;
  
  - You agree not to upload, post or otherwise transmit any User Content that is unlawful, discriminatory, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another’s privacy, tortuous, or contains explicit or graphic descriptions or accounts of sexual acts;
  
  - You agree not to upload, post or otherwise transmit any User Content that victimizes, harasses, degrades, intimidates, discriminates against, or retaliates against an individual or group of individuals on the basis of religion, sex, race, national origin, age, physical or mental disability, sexual orientation, or other characteristics protected by applicable state or federal law;

- You agree not to impersonate any person, business or entity, including the Archdiocese and our employees and agents;
- You agree not to interfere with any other user's right to privacy, including by harvesting or collecting personally-identifiable information about the Site or posting private information about a third party;
- You agree not to upload, post or otherwise transmit any User Content that contains viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, or otherwise permit the unauthorized use of a computer or computer network;
- You agree not to upload, post or otherwise transmit any User Content that encourages conduct that would constitute a criminal offense, or that gives rise to civil liability; and
- You agree not to upload, post or otherwise transmit any User Content that interferes with the use of the Site by others.

Any conduct that in the Archdiocese's sole discretion restricts or inhibits anyone else from using or enjoying the Site will not be permitted. The Archdiocese reserves the right in its sole discretion to remove or edit User Content by you and to prohibit you from accessing the Site for any reason. The Archdiocese is not responsible for User Content submitted to the Site or posted in comments sections, chat rooms, on bulletin boards or on other Interactive Areas by users of the Site. You take full responsibility and liability for engaging in any of the above conduct.

- Monitoring: The Archdiocese shall have the right, but not the obligation, to monitor User Content posted or uploaded to the Site to determine compliance with this Agreement and any operating rules established by the Archdiocese and to satisfy any Law or government request. Although the Archdiocese has no obligation to monitor, screen, edit or remove any of the User Content posted or uploaded to the Site, the Archdiocese reserves the right, and has absolute discretion, to screen, edit, refuse to post or remove without notice any User Content posted or uploaded to the Site at any time and for any reason.
- License to User Content: By submitting User Content to the Site, you automatically grant the Archdiocese the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, publish, produce, modify, adapt, edit, translate, create derivative works from, incorporate into other works, distribute, sub-license and otherwise exploit such User Content, in whole or in part, worldwide in any form, media or technology for the full term of any copyright that may exist in such User Content. You warrant that such User Content is accurate and not misleading, and that use and posting or other transmission of such User Content

does not violate this Agreement or the Law and will not violate any rights of or cause injury to any person or entity. You further grant the Archdiocese the right to pursue at law any person or entity that violates your or the Site's rights in the User Content by a breach of this Agreement.

- Moral Rights: If it is determined that you retain moral rights (including rights of attribution or integrity) in the User Content, you hereby declare that (a) you do not require that any personally identifying information be used in connection with the User Content, or any derivative works of or upgrades or updates thereto; (b) you have no objection to the publication, use, modification, deletion and exploitation of the User Content by the Archdiocese or its licensees, successors and assigns; (c) you waive and agree not to claim or assert any entitlement to any and all moral rights of an author in any of the User Content; and (d) you release the Archdiocese, and its licensees, successors and assigns, from any claims that you could otherwise assert against the Archdiocese by virtue of any such moral rights. You also permit any other user to access, view, store or reproduce the User Content for that user's personal use.
- Non-confidentiality of User Content. User Content submitted by you will be considered non-confidential and the Archdiocese is under no obligation to treat such User Content as proprietary information except pursuant to the Catholiccincinnati.org Privacy Policy [http://www.catholiccincinnati.org/wp-content/uploads/2011/12/AOC\\_website\\_privacy\\_policy.pdf](http://www.catholiccincinnati.org/wp-content/uploads/2011/12/AOC_website_privacy_policy.pdf). Without limiting the foregoing, the Archdiocese reserves the right to use any User Content as it deems appropriate, including, without limitation, deleting, editing, modifying, rejecting, or refusing to post it. The Archdiocese shall have no duty to attribute authorship of User Content to you, and shall not be obligated to enforce any form of attribution by third parties.

## **Copyright and Trademark Ownership.**

All content the Archdiocese posts to the Site, including names, images, logos and pictures identifying us, site design, text, graphics, interfaces, and the selection and arrangements thereof, is the property of the Archdiocese or is used by the Archdiocese with permission and is protected by intellectual property rights. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. You may download copyrighted material for your personal use only. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without the express permission of the Archdiocese and the copyright owner. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes or deletion of author attribution, trademark legend or copyright notice shall be made. You acknowledge that you do not acquire any ownership rights by downloading copyrighted material.

The Archdiocese, its subsidiaries and affiliates, own all rights to their logos and trademarks used in connection with the Site. All other logos and trademarks appearing on the Site are the property of their respective owners, and constitute neither an endorsement nor a recommendation of those third parties.

### **Communications with Third Parties through the Site.**

Your dealings or communications through the Site with any third party are solely between you and that third party. Please review carefully that third party's policies and practices and make sure you are comfortable with them before you engage in any transaction. The Archdiocese is not responsible for the content, actions, or policies of third party sites. Information you provide on such sites, including personal information and transactional information, is subject to the terms of service of those sites. Complaints, concerns or questions relating to materials provided by third parties should be directed to the third party.

### **Third Party Content.**

The Archdiocese is a distributor of content supplied by third parties and users. The Archdiocese is not responsible for the opinions, advice, statements, services, offers or other information or content expressed or made available by third parties. Neither the Archdiocese nor any third party provider of information guarantees the accuracy, completeness, or usefulness of any content, nor its merchantability or fitness for any particular purpose.

Under no circumstances will the Archdiocese be liable for any loss or damage caused by your use or reliance on information obtained through the Site. It is your responsibility to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through the Site.

### **Advertisements and Promotions.**

The Archdiocese may run advertisements and promotions from third parties on the Site. Your dealings or correspondence with, or participation in promotions of, advertisers other than the Archdiocese, and any terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. The Archdiocese is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of third party advertisers on the Site.

### **Disclaimer of Warranty; Limitation on Liability.**

A. WE ARE NOT LIABLE FOR ANY DAMAGES YOU SUFFER FROM USE OF THE SITE.

B. THE SITE MATERIALS ARE PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW,

CATHOLICCINCINNATI.ORG, ITS LICENSORS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, OWNERS, MEMBERS, AND CONTRACTORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED ON THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER POTENTIALLY HARMFUL COMPONENTS.

C. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIALS ON THE SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

D. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO SOME OF OR THE ENTIRE EXCLUSION MAY NOT APPLY TO YOU.

E. IN NO EVENT WILL WE, OUR LICENSORS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, SHAREHOLDERS OR CONTRACTORS BE LIABLE FOR ANY DAMAGES RESULTING FROM USE OF THE SITE, INCLUDING WITHOUT LIMITATION, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, ATTORNEYS' FEES, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA, PROFITS, OR USER CONDUCT, WHETHER IN AN ACTION BASED UPON CONTRACT, NEGLIGENCE, TORTIOUS ACTION OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION CLAIMS BROUGHT UNDER ANY FEDERAL, STATE OR LOCAL LAW, REGULATION OR ORDINANCE, EXISTING AS OF THE DATE OF THIS AGREEMENT, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SITE.

F. IN NO EVENT WILL OUR LIABILITY OR THE LIABILITY OF OUR LICENSORS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, SHAREHOLDERS AND CONTRACTORS IN CONNECTION WITH YOUR USE OF THIS SITE, UNDER ANY THEORY OF RECOVERY, EXCEED \$100.00.

G. THE ARCHDIOCESE DISCLAIMS ANY AND ALL LIABILITY OF ANY KIND FOR ANY UNAUTHORIZED ACCESS TO OR USE OF YOUR PERSONALLY IDENTIFIABLE INFORMATION. BY ACCESSING THE SITE, YOU ACKNOWLEDGE AND AGREE TO THE ARCHDIOCESE'S DISCLAIMER OF ANY SUCH LIABILITY. IF YOU DO NOT AGREE, YOU SHOULD NOT ACCESS OR USE THE SITE.

## **Indemnification.**

You agree to defend, indemnify and hold harmless the Archdiocese, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees arising out of the use of the Site by you.

## **Termination.**

The Archdiocese may terminate or suspend this Agreement at any time without notice to you. Without limiting the foregoing, the Archdiocese shall have the right to immediately block your access to the Site in the event of any conduct by you which the Archdiocese, in its sole discretion, considers to be unacceptable, or in the event of any breach by you of this Agreement. The separate provisions of this Agreement shall survive termination of this Agreement.

## **Privacy Policy.**

Catholiccincinnati.org's Privacy Policy explains the practices that apply to your personal information. The Privacy policy is fully incorporated herein by reference. You can review the Catholiccincinnati.org Privacy Policy by clicking [here](#) [INSERT HYPERLINK TO PRIVACY POLICY]

## **Choice of Law and Venue.**

This Agreement shall be construed in accordance with the laws of the State of Ohio, without regard to its conflict of law rules. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach of default. You agree to be bound and subject to the exclusive jurisdiction of the local, state or federal courts located in Ohio.

## **Entire Agreement.**

These Terms and Conditions of Use and any operating rules of Catholiccincinnati.org established by the Archdiocese constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter. The section headings used herein are for convenience only and shall not be given any legal import.

## **Copyright and Copyright Agent.**

The Archdiocese respects the rights of all copyright holders and in this regard, the Archdiocese has adopted and implemented a policy that provides for the termination in appropriate circumstances of users who infringe the rights of copyright holders. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide the Archdiocese's Copyright Agent the following information required by

the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. 512:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyright work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party;
5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the Law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

For copyright inquiries under the Digital Millennium Copyright Act please contact:

Copyright Agent  
100 East Eighth Street  
Cincinnati, OH 45202  
Phone: (513) 421-3131, ext. 6618  
Fax: (513) 421-6225

Effective Date: November 15, 2011