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Introduction to Our Terms of Use

Thank you for visiting this website or app, offered by Kensington Community Church and our affiliated legal entities ("Kensington Community Church", "we", "us" or "our"). These terms of use (the "Terms of Use") govern your access to and use of our websites, including kensingtonchurch.org, kensington.church, nochild.org, hopewaterproject.org, kensingtonmarriage.org and any other websites that may be created and owned by Kensington Community Church collectively, our "Websites" and the services and tools related to the Websites (including, but not limited to, any mobile and other software applications downloaded from this Websites or obtained elsewhere) (collectively, the "Services"). collectively, our "Websites" and the services and tools related to the Websites (including, but not limited to, any mobile and other software applications downloaded from this Website or obtained elsewhere) (collectively, the "Services").

The Websites and Services are available ONLY TO USERS 13 YEARS OF AGE OR OLDER. Please read these Terms of Use carefully. We did our best to keep the document simple, but if you have any questions, please contact our Web Support Team. By accessing or using our Websites or our Services you are agreeing to our Terms of Use, which includes our Privacy Policy incorporated herein by reference.

NOTICE REGARDING DISPUTE RESOLUTION: In keeping with 1 Corinthians 6:1-8, these Terms of Use contain provisions that require all disputes which may arise between you and Kensington Community Church hereunder be resolved by mediation. The Terms of Use also include an agreement to arbitrate, which will, with limited exception, require you to submit claims you have against us to binding and final arbitration, should mediation be unable to resolve the dispute. Unless you opt out, you will only be able to pursue claims against Kensington Community Church on an individual basis, not as part of any class or representative action or proceeding, and

you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.

1. Modification of the Terms of Use.

These Terms of Use may change from time to time and your continued use of this Website or our Services after we make changes is deemed to be acceptance of those changes. So, please check this policy periodically for updates. It is our policy to post any changes we make to our Terms of Use on this page. If we make material changes to the Terms of Use, we will notify you by e-mail (if you have an email address on record with us) and through a notice on the Websites. The date the Terms of Use was last revised is identified at the top of the page.

2. Access, License and Privacy.

2.1 Access and License. Provided you are not under the age of thirteen (13), we hereby grant you a personal, non-exclusive, non-transferable, revocable license to access our Websites and use the Services only for your own personal and noncommercial purposes (the "License").

- a. General Use License. All material found on the Websites and Services (including visuals, text, icons, displays, databases, recordings (sound, video or otherwise), media, and general information) is owned or licensed by us. You may view, download, and print material from the Websites and Services only for your personal, noncommercial use unless otherwise stated.
- b. Exceptions to the General Use License. Any material that is provided subject to different rights than those set forth in Section 2.1(a) will be governed solely by such separately stated use rights. Examples of materials that are provided subject to different use include any (i) downloadable material obtained from the Websites or Services, where such material requires acceptance of a separate license agreement that governs the use of the material (e.g. downloading of

software code published by us and distributed pursuant to an open source license) or (ii) downloading of materials from the Websites or Services that include alternative use rights for the material at the location of the download.

- c. Media Rights. Materials may be reproduced by media personnel for use in traditional public news forums unless otherwise stated.
- d. Restrictions on Use. You may not post material from the Websites or Services on another website, service or on a computer network without our permission. You may not transmit or distribute material from the Websites or Services to other sites or services. You may not use the Websites or Services, or information found at the Websites or Services (including the names and addresses of those who have submitted information), to sell or promote products or services or to solicit clients or for any other commercial purpose.

In the unlikely event you fail to comply with these Terms of Use, we may terminate the License without notice and you will no longer be permitted to access the Websites or use the Services. If we become aware of possible violations of these Terms of Use, we may initiate an investigation that may include gathering information from you or any user involved and the examination of other material. We may suspend the provision of our Services temporarily, or we may permanently remove the material involved from our servers, cancel posts, provide warnings to you, or suspend or terminate your access to our Websites. We will determine what action will be taken in response to a violation at our sole discretion. We will fully cooperate with law enforcement authorities in investigating suspected lawbreakers.

2.2 Privacy. We value your privacy and understand your privacy concerns. Please review our [Privacy Policy](#), which also governs your access to and use of the Websites and Services, so that you may understand our privacy practices. All information we collect is subject to our Privacy Policy, and by using the Websites or Services you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy. You further understand that any information collected by

Kensington Community Church may be transferred to the United States and/or other countries for storage, processing and use by Kensington Community Church and its affiliates.

3. Registration Policy and Account Security

To access the Websites or Services, or some of the resources they offer, you may be asked to open a Kensington Community Church Account and provide certain registration details or other information. Please be sure to (i) provide correct, current and complete information about yourself as prompted by any registration form for the Websites or Services (such information being the "Registration Data") and (ii) maintain and promptly update the Registration Data to keep it correct, current and complete. Kensington Community Church will use the email address provided in your Registration Data to provide notices, statements, and other communications to you, so please be sure to keep it current.

If you create, or are provided with, a username, password or any other information as part of our security procedures, please treat such information as confidential and do not disclose such information to any other person or entity. Your Kensington Community Church Account is personal to you and should not be used to provide any other person access to this Websites or the Services. To protect your security, as well as our Websites and Services, you must notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no

reason, including if, in our opinion, you have violated any provision of these Terms of Use.

4. Links to Third Party Sites

The Websites or Services may contain links to third party websites ("Linked Sites"). We do not control these Linked Sites and are not responsible for the content of, stability of, or any transmission to or from any Linked Site. Kensington Community Church provides these links to you only as a convenience and the inclusion of any link does not imply endorsement by Kensington Community Church or any association with the link's operators, or guarantee that the content contains accurate information. We recommend you review the privacy statements and terms of use posted at any Linked Sites.

5. Intellectual Property Rights; Content; Copyright Infringement Notification Process

5.1 Intellectual Property Rights. The materials, services and content offered on or through the Websites and Services, as well as their selection and arrangement, are protected by intellectual property rights (the "Intellectual Property Rights"), and any unauthorized use of the Websites and Services may violate such Intellectual Property Rights laws and these Terms of Use. Kensington Community Church and its licensors own all right, title and interest in and to the Intellectual Property Rights of the materials, services and content offered on or through the Websites and Services. These Terms of Use do not convey or transfer any ownership rights to you. The trademarks, logos and service marks displayed on the Websites or Services, including without limitation "Kensington Community Church" are the property of Kensington Community Church or other third parties. You are not permitted to use these marks without the prior written consent of Kensington Community Church or such third

party that may own the marks. You may not remove or obscure any copyright notice or other proprietary notices contained on the Websites, Services or any materials, services or content retrieved through the Websites or Services.

5.2 Your Content. The Websites and Services may allow or require you to post data, text, pictures, videos, recordings or other materials and information that will be accessible by visitors to the Websites or users of the Services ("Public Content"), or that will only be accessible by you or those designated by you ("Private Content") (Public Content and Private Content, collectively referred to as "Your Content"). As between you and Kensington Community Church, you remain the sole owner of and solely responsible for Your Content. Kensington Community Church does not claim ownership of any of Your Content, but by submitting Your Content, you hereby grant Kensington Community Church a nonexclusive, worldwide, royalty-free, fully paid up, irrevocable, perpetual right and license to link to, reproduce, distribute, adapt, promote, display, and sublicense Your Content, including without limitation using Your Content in marketing materials for Kensington Community Church. (e.g., photos from your Public Group Profile). While we retain these right, we will do our best to contact you if Your Content will be used for marketing purposes. Kensington Community Church does not endorse, guarantee, or assume any responsibility, obligation or liability relating to Your Content, including without limitation liability for third-party claims against users of the Websites or Services for defamation, libel, slander, infringement, invasion of privacy, violation of publicity rights, obscenity, pornography, profanity, fraud or misrepresentation. Unless required otherwise by law or unable to determine the source of Your Content, Kensington Community Church will attempt to contact you before removing any of Your Content. However, Kensington Community Church reserves the right to remove any of Your Content at any time, with no obligation to notify you of the removal, where Kensington Community Church believes in good faith that such removal is appropriate. Publication of any of Your Content is at the sole discretion of Kensington Community Church.

5.3 Prohibited Content. We want to maintain Websites and Services that are a positive, healthy experience for all. Therefore, while using the Websites or Services, you agree that you will not upload, post, email, transmit or otherwise make available any Public Content or Private Content that: (i) is unlawful, harmful, threatening, abusive, harassing, tortious, infringing, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or is racially, ethnically or otherwise objectionable; (ii) creates a risk of harm, loss, or damage to any person or property or a risk of physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to yourself, to any other person, or to any animal; (iii) seeks to harm or exploit minors in any way, including, but not limited to, by exposing them to inappropriate content, asking for personally identifiable details or otherwise; (iv) violates, or encourages any conduct that violates laws or regulations or contains any information or content that is illegal; or (v) infringes any third party's intellectual property rights, privacy rights, publicity rights, or other personal or proprietary rights or contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships.

5.4 Prohibited Conduct. While using the Websites and Services, you agree not to engage in any of the following prohibited activities: (i) use, display, mirror or frame the Websites or Services, any individual element within the Websites or Services, the Kensington Community Church name, trademark, logo or other proprietary information, or the layout and design of any page, without our express written consent; (ii) access the Websites or Services by any means other than through the interface provided by Kensington Community Church and as otherwise expressly authorized under these Terms of Use; (iii) access, tamper with, or use non-public areas of the Websites or Services, our computer systems, or the technical delivery systems of our providers; (iv) avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Kensington Community Church or any of our providers or any other third party (including another

user) to protect the Websites or Services; (v) forge headers or otherwise manipulate identifiers in order to disguise the origin of any of Your Content transmitted through the Websites or Services; (vi) attempt to access or search the Websites or Services or scrape or download any user content from the Websites or Services, or otherwise use or upload content to, or create new links, reposts, or referrals in the Websites or Services through the use of any engine, software, tool, agent, device or mechanism (including automated scripts, spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Kensington Community Church or other generally available third party web browsers; (vii) send or post onto the Websites or Services any unsolicited or unauthorized spam, advertising messages, promotional materials, email, junk mail, chain letters or other form of solicitation; (viii) use any meta tags or other hidden text or metadata utilizing the Websites or Services or a Kensington Community Church trademark, logo, or URL without Kensington Community Church's express written consent; (ix) attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Websites or Services; (x) interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending or posting a virus, overloading, flooding, spamming, or mail-bombing the Websites or Services; (xi) reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purpose any portion of the Websites or Services (including your account) or your access to or use of the Websites or Services; (xii) collect or store any personally identifiable information from other users of the Websites or Services without their express permission; (xiii) stalk or otherwise harass another person or entity; (xiv) impersonate or misrepresent your affiliation with any person or entity; (xv) violate any applicable law or regulation; or (xvi) encourage or enable any other individual to do any of the activities prohibited in these Terms of Use.

5.5 Transmission of Your Content. The term "Your Content" also includes registration information, business and financial information, electronic transmissions

and all other data of any kind contained within emails or otherwise submitted by you or entered electronically in the course of your use of the Websites or Services. You understand that the technical processing and transmission of Your Content (including the possible transmission of Your Content outside its country of origin) may be necessary to your use of the materials, services and content offered on or through the Websites or Services and consent to Kensington Community Church's interception and storage of Your Content. You understand that you or Kensington Community Church may be transmitting Your Content over the Internet, and over various networks, only part of which may be owned and operated by Kensington Community Church. You agree that Kensington Community Church is not responsible for any portions of Your Content that are lost, altered, intercepted or stored without authorization during the transmission of Your Content across networks not owned and operated by Kensington Community Church.

5.6 Copyright Infringement Notification Process. Kensington Community Church abides by the Federal Digital Millennium Copyright Act (the "DMCA"). If you believe that any content included on the Websites or Services is your proprietary work and has been copied in a way that constitutes an infringement of your copyrights in that work, please immediately notify Kensington Community Church of any such copyright or other Intellectual Property Rights infringement. Similarly, if you believe that Your Content has been inappropriately removed, you may send a counter-notification. In either case, your written notice should be sent to our designated agent as follows:

DMCA Complaints

Kensington Community Church

Attn: Peter Pelletier / Digital Strategy Director

1825 E Square Lake Rd Troy, MI 48085

Fax: (248) 813-9534

Telephone: (248) 786-0600

Email: it.helpdesk@kensingtonchurch.org

Please also note that under the DMCA, any person who knowingly materially misrepresents that material or activity is infringing or was removed or disabled by mistake or misidentification may be subject to liability. All reports and inquiries will be kept confidential, except to the extent necessary to investigate any alleged violation and enforce the terms and conditions of these Terms of Use. Before sending either a copyright infringement notification or counter-notification, you may wish to contact a lawyer to better understand your rights and obligations under the DMCA and other applicable laws. The following notice requirements are intended to comply with Kensington Community Church's rights and obligations under the DMCA and do not constitute legal advice. Kensington Community Church will remove the infringing content, subject to the procedures outlined in the DMCA.

5.6.1 Copyright Infringement Notification. To file a copyright infringement notification with us, you will need to send a written communication that includes substantially the following (please consult your legal counsel or see 17 U.S.C. Section 512(c)(3) to confirm these requirements):

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 copyrighted 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 the service provider to locate the material. Providing URLs is the best way to help us locate content quickly.
4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.

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.
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.

5.6.2 Counter-Notification. If Your Content has been taken down, you may elect to send us a counter notice. To be effective your counter notice must be a written communication provided to our designated agent that includes substantially the following (please consult your legal counsel or see 17 U.S.C. Section 512(g)(3) to confirm these requirements):

1. A physical or electronic signature of the subscriber.
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
3. A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
4. The subscriber's name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which the service provider may be found, and that the subscriber will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.

6. Disclaimer of Warranties/Limitation of Liability

While we try to provide the websites and services at a standard that we would expect to receive from others providing similar websites or services, no one and no thing is perfect. THEREFORE, THE WEBSITES AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, KENSINGTON COMMUNITY CHURCH AND ITS SUBSIDIARIES, PARTNERS, AFFILIATES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS AND LICENSORS (COLLECTIVELY, THE "KENSINGTON COMMUNITY CHURCH PARTIES") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE KENSINGTON COMMUNITY CHURCH PARTIES DO NOT WARRANT THAT THE WEBSITES OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICE OR SERVERS THAT MAKE THE WEBSITES AND SERVICES AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ANY DESCRIPTIONS OR DEPICTIONS, OR OTHER CONTENT OFFERED AS PART OF THE WEBSITES OR SERVICES, ARE ACCURATE, RELIABLE, CURRENT OR COMPLETE.

YOU EXPRESSLY AGREE THAT YOUR USE OF THE WEBSITES AND SERVICES ARE AT YOUR SOLE RISK. IF YOU DOWNLOAD ANY CONTENT FROM THE WEBSITES OR SERVICES, YOU DO SO AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY CONTENT THROUGH THE WEBSITES OR SERVICES. WE RESERVE THE RIGHT TO RESTRICT OR TERMINATE YOUR ACCESS TO THE WEBSITES OR SERVICES OR ANY FEATURE OR PART THEREOF AT ANY TIME. THE KENSINGTON COMMUNITY CHURCH PARTIES ASSUME NO RESPONSIBILITY FOR THE DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT OR PERSONALIZATION SETTINGS.

YOU UNDERSTAND AND AGREE THAT THE KENSINGTON COMMUNITY CHURCH PARTIES WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF AN AVIXENA PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM YOUR USE OR ACCESS OF, OR INABILITY TO USE OR ACCESS, THE WEBSITES OR SERVICES. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE WEBSITES OR SERVICES.

7. Indemnification

You agree to indemnify, defend and hold harmless the Kensington Community Church Parties from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these Terms of Use by you or any other actions connected with your use of the Websites or Services. Your indemnification obligations include without limitation claims arising out of any of Your Content, as well as any claims arising out of acts or omissions by your agents, and any other person or entity who gains access to Kensington Community Church's materials, services or content through your name either with your permission or as a result of your failure to use reasonable security measures.

8. Injunctive Relief

Your breach of these Terms of Use may result in immediate and irreparable harm to us, for which there may be no adequate remedy at law, and, therefore, you agree that we are entitled to equitable relief to compel you to cease and desist all unauthorized use, evaluation and disclosure of information obtained through the Websites or Services, which is in addition to any other remedies available at law or in equity.

9. Arbitration Agreement and Waiver of Class Action

Except as set forth below, ANY DISPUTE OR CLAIM ARISING UNDER THESE TERMS OF USE, INCLUDING THE PRIVACY POLICY INCORPORATED HEREIN BY REFERENCE, OR RELATING IN ANY WAY TO YOUR USE OF THE WEBSITES OR SERVICES WILL BE RESOLVED BY FINAL AND BINDING ARBITRATION, RATHER THAN IN COURT; provided, however, that the following are exceptions to our agreement to arbitrate our disputes:

- a) Any claim that qualifies as a small claim in a court of limited subject matter jurisdiction must be brought in such court; and
- b) Any claim for injunctive relief may be brought in a court of competent jurisdiction to enjoin intellectual property infringement or misuse.

Any dispute or claim arising under these Terms of Use, including the [Privacy Policy](#) incorporated herein by reference or relating in any way to your use of the Websites or Services will first attempt to be resolved by mediation, and if not resolved by mediation, then you may begin an arbitration proceeding by following the Institute for Christian Conciliation's filing requirements and mailing a request for arbitration and description of your claim to Web Support Team, 1825 E Square Lake Troy, MI 48085. The Rules of Procedure for Christian Conciliation, Institute for Christian Conciliation will apply (available at <http://www.peacemaker.net> or by calling 406-256-1583). The arbitrator will have the power to rule on any challenge to its own jurisdiction or to the validity or enforceability of any portion of this agreement to arbitrate. Notwithstanding any of the foregoing, THE ARBITRATOR WILL NOT BE EMPOWERED AND DOES NOT HAVE THE AUTHORITY TO HEAR OR DECIDE ANY CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION, TO AWARD PUNITIVE OR EXEMPLARY DAMAGES OR TO AWARD ATTORNEYS' FEES TO THE PREVAILING PARTY. In the event that the Institute for Christian Conciliation ceases to exist during the course of this Agreement,

arbitration under this section shall be conducted according to the Rules of the American Arbitration Association.

You may opt out of this agreement to arbitrate by providing written notice of your intention to do so to Kensington Community Church within 60 days of the earlier of your first use of the Websites or Services or your creating a Kensington Community Church Account.

By using the Websites or Services, you agree that the Federal Arbitration Act, applicable federal law, and the laws of the state of Michigan, without regard to principles of conflict of laws, will govern these Terms of Use (including the Privacy Policy incorporated herein by reference) and any dispute or claim of any sort that might arise between you and Kensington Community Church.

10. No Waiver; Severability

A waiver of any breach of any provision of these Terms of Use is not a waiver of any repetition of such breach and will not in any manner affect any other terms or conditions of these Terms of Use. We do not waive any rights by the failure to enforce any provision of these Terms of Use in every instance in which it might apply. In the event that any provision of these Terms of Use is held to be unenforceable, it will not affect the validity or enforceability of the remaining provisions and will be replaced by an enforceable provision that is the closest to the intention underlying the unenforceable provision.

11. Assignability

We may assign our rights and delegate our duties under these Terms of Use either in whole or in part at any time without notice. You may not assign, sublicense or

otherwise transfer your rights or obligations, in whole or in part, under these Terms of Use to anyone else without our prior written consent.

12. Relationship

This Agreement does not establish any relationship of partnership, joint venture, employment, franchise or agency between you and us.