

CALVARY CHAPEL CHURCH, INC.
TERMS OF SERVICE

Date of Last Revision: April 27, 2020

IMPORTANT -- READ CAREFULLY BEFORE ACCESSING AND USING THIS SOFTWARE: THESE TERMS OF SERVICE (the “**Terms of Service**”) AS SET FORTH IN THIS TERMS OF SERVICE AGREEMENT (“**Agreement**”), AS AMENDED FROM TIME TO TIME, ARE A BINDING CONTRACT BETWEEN YOU, WHETHER PERSONALLY OR ON BEHALF OF AN ENTITY (“**you**”) AND CALVARY CHAPEL CHURCH, INC. (“**Calvary Chapel**” or “**we**”). CALVARY CHAPEL CHURCH, INC. IS A FLORIDA NOT FOR PROFIT CORPORATION AND THESE TERMS ARE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA.

Welcome to Calvary Chapel!

Calvary Chapel provides its services (described below) to you through its website located at www.calvaryftl.org (the “**Website**”) and through its mobile applications and related services (collectively, such services, including any new features, functionality and applications, and the Website, (the “**Services**”), subject to the following Terms of Service. When you sign up to use our applications to access Calvary Chapel’s ministry, worship services, faith based resources, register as a volunteer, register for childcare, register for classes and events and related Website products or services including, but not limited to, your use of an internet browser application to visit the Website, the Calvary Chapel mobile applications, features or functionality and software or access, install, or otherwise use the Services, you agree to these Terms of Service. PLEASE READ THESE TERMS OF SERVICE CAREFULLY, AS THEY GOVERN YOUR USE OF THE WEBSITE AND SERVICES, PARTICULARLY SECTION 15 (BINDING ARBITRATION; CLASS ACTION WAIVER), WHICH AFFECTS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN US. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS, INSTALL OR OTHERWISE USE THE SERVICES.

PRIVACY: At Calvary Chapel, we respect the privacy of our users. Calvary Chapel’s use of personal information you provide to Calvary Chapel and usage data is governed by the Calvary Chapel Privacy Policy (“**Privacy Policy**”) at www.calvaryftl.org/privacypolicy. By using the Services, you consent to our collection and use of personal data as outlined in our Privacy Policy.

You may be required to register as an authorized user (“**Authorized User**”) with Calvary Chapel in order to access and use certain features of the Service. If you choose to register for these features of the Services, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Authorized User registration form. Registration data and certain other information about you are governed by our Privacy Policy. This Agreement governs the relationship, between Calvary Chapel as the service provider and you as the Authorized User identified by your user name as the individual or entity that has agreed to use the special features requiring registration for the Services as set forth in the User Account for such Services, as amended or renewed from time to time (each a “**User Account**”, and collectively, “**User Accounts**”). The Authorized User’s submission of their registration information and agreement with these Terms of Service creates a User Account with Calvary Chapel and use of any Services constitutes acceptance of the terms and conditions of the User Account as well as these Terms of Service. IF YOU ARE UNDER 18 YEARS OF AGE, YOU ARE NOT AUTHORIZED TO USE THE SERVICES, WITH OR WITHOUT REGISTERING OR PARENT APPROVAL.

The complete agreement between the parties for each User Account shall consist of the terms and conditions set forth in the User Account and these Terms of Service, and the Calvary Chapel Privacy Policy accessed at www.calvaryftl.org/privacypolicy. In the event of any conflict between the terms and conditions of any User Account and this Terms of Service Agreement or Privacy Policy incorporated by reference into these Terms of Service, the terms and conditions of this Terms of Service Agreement shall govern. You may opt out of future emails about our Website or the Services by following instructions in our Privacy Policy, on our Website, or contained in any email that you receive from us. We reserve the right, however, to email you important information relating to your account in accordance with Section 17 below, including any regulatory communications.

1. License.

- a. **Grant.** Calvary Chapel hereby grants to the Authorized User, a limited, non-exclusive, non-transferable, license to use the Services for the Term (as defined below), subject to the terms and conditions set forth in this Agreement. Calvary Chapel hereby grants to the Authorized User the right to use the Services in accordance with the terms of the Authorized User’s permitted uses under this Agreement.
- b. **Limitations to Grant.** Except as set forth in this Agreement, the Authorized User shall not: (a) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make any Services or Calvary Chapel Property or Calvary Chapel Materials available to any third party, except as expressly permitted by this Agreement or in any User Account; (b) use or authorize the use of the Services or Documentation in any manner or for any purpose that is unlawful under applicable Law; or (c) use the Services in any manner to provide web-based communication services to any third party. Except for the foregoing limited license, no right, title or interest shall be transferred to you. You agree not to use the service for public performances. Calvary Chapel may revoke your license at any time in its sole discretion. Upon such revocation, you must promptly destroy all content downloaded or otherwise obtained through the Services, as well as copies of such materials, whether made in accordance with these Terms of Service or otherwise.
- c. **Reservation of Rights.** Calvary Chapel reserves all other rights to the Services, including without limitation the right to access and modify the Services for training, maintenance, upgrades and security purposes.

2. Set-up.

- a. Calvary Chapel's Responsibilities. Calvary Chapel shall provide access to and through the Calvary Chapel Website and/or through mobile application software available for download and installation to a mobile computing device to set up and deliver to the Authorized User the Services for launch as set forth in the User Account on the date Authorized User has signed up for one or more User Accounts approved by Calvary Chapel after receiving and reviewing Authorized User's login credentials, including Authorized User information and the age and parental relationship of Authorized User with any other person for which a User Account has been opened by Authorized User.
- b. Authorized User's Responsibilities. The Authorized User shall provide Calvary Chapel with all information regarding Authorized User and each person for which a User Account is opened by Authorized User as needed to complete the opening of a User Account to use the Services and shall assign a contact who shall be responsible for coordinating the use by any such persons of the Services. The Authorized User is responsible for, and shall also implement and maintain, reasonable organization, physical and technological safeguards, security and protection for each of such person and its personal computing systems used in accessing and using the Services in accordance with Terms of this Agreement.

3. Proprietary Rights.

- a. Authorized User Property. The Services shall allow the Authorized User to post Authorized User information and content on the Calvary Chapel websites (collectively the "**Authorized User Property**"). The Authorized User shall retain all rights to the Authorized User Property.
- b. Calvary Chapel's Property. Except for the Authorized User Property, all aspects of the Services, in whole and in part, including but not limited to the look and feel of the Calvary Chapel website pages, all Calvary Chapel source code, and all intellectual property and/or proprietary rights therein, including without limitation, copyright, moral rights, patent rights (including patent applications and disclosures), trademarks, rights of priority, publicity rights, and trade secret rights, recognized in any country or jurisdiction in the world, are the sole and exclusive property of Calvary Chapel (collectively, the "**Calvary Chapel Property**"). The Calvary Chapel Property shall include all changes and additions to the Services and all derivative works thereof.
- c. Calvary Chapel's Materials. All devices, documents, data, know-how, methods, processes, software and other inventions, works, technologies and materials, including any and all Services software ("**Services Software**"), documentation used for the Services Software ("**Documentation**"), computer hardware, programs, reports and specifications, Authorized User software and deliverables that are proprietary to Calvary Chapel and provided or used by Calvary Chapel in connection with performing the Services are the confidential materials owned and disclosed to the Authorized User by Calvary Chapel (collectively, the "**Calvary Chapel Materials**") subject to the confidentiality provisions of Section 26 below.
- d. Proprietary Notices. The Authorized User shall not delete or in any manner alter the copyright, trademark or other proprietary notices of Calvary Chapel and its licensors, if any, appearing on the Services as provided to and/or used by the Authorized User. The Authorized User shall reproduce such notices on any copies it makes of the Services, Calvary Chapel Materials or any other Calvary Chapel Property.

- e. **Obligation to Protect.** The Authorized User shall use reasonable efforts to protect Calvary Chapel's proprietary rights to the Services, Calvary Chapel Materials and other Calvary Chapel Property and to cooperate in Calvary Chapel's efforts to protect such proprietary rights. The Authorized User shall promptly notify Calvary Chapel of any known or suspected breach of Calvary Chapel's proprietary rights to the Services that may come to the attention of the Authorized User.
- f. **Passwords.** When you create an account with Calvary Chapel ("**User Account**"), you will be asked to supply a password. You must keep your password confidential and are responsible for all use of your password and Authorized User Account. You may never use another's account, and you may not provide another person with the username and password to access your account. You are fully responsible for any and all activities that occur under your password or account, and it is your responsibility to ensure that your password remains confidential and secure. You agree to (a) immediately notify Calvary Chapel of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Service. Calvary Chapel will not be liable for any loss or damage arising from your failure to comply with this Section.
4. **Authorized User Information.** CALVARY CHAPEL shall not disclose to any third party any personal information that would permit identification of an individual, without obtaining the prior written consent of an Authorized User and any other person that may be required by Calvary Chapel's policies or by law, unless such disclosure is required by a court or administrative authority of competent jurisdiction. The Authorized User acknowledges that Calvary Chapel may, in accordance with applicable law, use or disclose aggregate usage, demographic and other information on a de-identified and anonymized basis (which does not permit any person to attribute identities on the basis of such data) relating to usage by the Authorized User of the Services for the purpose of: (i) improving the product; (ii) informing the Authorized User of its use of the Services to improve adoption of the Services by the Authorized User; or (iii) demonstrating usage of the Services to other potential Authorized Users and Calvary Chapel employees and volunteers. The Authorized User hereby grants Calvary Chapel the right to use the name of the Authorized User and approved quotes from them regarding the Services for the limited purpose of marketing and public relations. However, Calvary Chapel shall not publish any press releases regarding the use of the Services by the Authorized User or quotes from any Authorized Users without obtaining the prior written consent of the Authorized User, as applicable. Calvary Chapel has adopted and conducts its business in accordance with a privacy policy with respect to the use of personal information as amended from time to time. The Calvary Chapel Privacy Policy is available on-line at the following URL:
www.calvaryftl.org/privacypolicy.
5. **Payment of Donations.** The Authorized User agrees upon submission of payment of donations through a User Account to pay Calvary Chapel the amounts set forth on the page or mobile app providing for donations through the User Account in accordance with the applicable terms and conditions for payment of donations as provided.
6. **Authorized User Conduct.**
- a. **Code of Conduct.** The Authorized User shall be solely responsible for overseeing and enforcing Calvary Chapel's guidelines regarding use of the Services in compliance with Calvary Chapel's "Code of Conduct" set forth in this Section 6.1 and Section 6.2 below that contains restrictions and imposes obligations upon Authorized Users regarding proper use of the Services and that prohibits activities that violate the Code of Conduct, and thereby this Agreement, or applicable laws and regulations. The Authorized User shall follow the Code of Conduct available to all Authorized Users for the Authorized User's Services. At all times, the Authorized User shall be

solely responsible for the steps it has taken to restrict unauthorized access to the Services and the Authorized User acknowledges that Calvary Chapel shall not have responsibility for any actions or omissions by Authorized User or any of those persons for which it has opened a User Account for persons under its management and control as Authorized Users. The Authorized User shall also be solely responsible for notifying Calvary Chapel respecting any changes in Authorized User information, whether for Authorized User or any of such persons and shall advise Calvary Chapel from time to time concerning any requirement to change or delete and destroy any Authorized User information or records in accordance with such responsibility. You are solely responsible for all code, video, images, information, data, text, software, music, sound, photographs, graphics, messages or other materials (“content”) that you upload, post, publish or display (“upload”) or email or otherwise use via the Services. Calvary Chapel reserves the right to investigate and take appropriate legal action against anyone who, in Calvary Chapel's sole discretion, violates this provision, including without limitation, removing the offending content from the Services, suspending or terminating the account of such violators and reporting you to the law enforcement authorities.

As a condition of use of the Services, especially for participation in Calvary Chapel’s online worship service, those who use the Services must do so only to post, send and receive messages and material that are proper and, when applicable, especially as it relates to the viewing or participation in an online worship service, conduct themselves in a proper manner, including but not limited to, the following:

- 1) Behave in a respectful and professional manner, demonstrate appropriate conduct and treat all members of the Calvary Chapel worship community in a respectful, dignified, decent manner at all times, before, during and after worship services, including in face-to-face and on-line communications, irrespective of Personally Identifiable Characteristics, so that individuals of all backgrounds, religious denominations, races, ages, creeds and cultures are made to feel welcome. Personally Identifiable Characteristics means, but is not limited to, the following: age, ancestry, ethnicity, physical or mental disability, genetic information, medical condition, marital status, national origin, race, religion, sex (which includes, among other things, gender, gender identity and gender expression), sexual orientation, citizenship, primary language, immigration status, socioeconomic status, pregnancy, childbirth, or medical conditions related to pregnancy.
 - 2) Refrain from bullying of any type. Bullying includes cyberbullying, and harassment (as defined below) and means systematically and chronically inflicting physical hurt or psychological distress on one or more persons and may involve teasing, social exclusion, threat, intimidation, stalking, physical violence, theft, sexual, religious, or racial harassment, public or private humiliation or destruction of property.
 - 3) Refrain from harassment of any type. Harassment means unwelcome non-consensual hostile or intimidating conduct. Harassing conduct or commentary may take many forms, including, but not limited to, verbal acts and name-calling; graphic and written statements, which may include use of phones or the Internet; or other conduct that may be physically threatening, harmful, or humiliating. Conduct does not have to intend to harm, be directed at a specific target, or involve repeated incidents in order for it to be deemed harassment.
 - 4) Refrain from retaliation against anyone for reporting any conduct or commentary that is inconsistent with the terms and prohibitions set forth below in Section 6.2 (“Inappropriate Conduct”) or for participating in an investigation of any such report or complaint of inappropriate conduct.
- b. Inappropriate Conduct Prohibited. You may not access or use the Services for any other purpose than that for which Calvary Chapel makes them available. Certain activities, even if legal, may violate Calvary Chapel’s Code of Conduct set forth above in Section 6.1 and in this Section 6.2 and ethical principles of a ministry Website governing such activities as well as user generated content, as determined by Calvary Chapel in Calvary Chapel’s

sole discretion. Examples of the types of inappropriate conduct that are prohibited by this Code of Conduct include, but are not limited to, the following:

- 1) Criminal or tortious activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, copyright infringement, patent infringement, trademark infringement, or theft of trade secrets.
- 2) Posting or transmitting any unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation to other users of the Website or the Services or offer to sell or buy any goods or service.
- 3) Using the Website or Services in connection with surveys, charity requests, petitions for signatures for any cause, or any duplicative or unsolicited messages (commercial or otherwise).
- 4) Using any information obtained from the Services in order to contact, advertise to, solicit, or sell to any Authorized User without their prior explicit consent.
- 5) Engaging in any automated use of the systems operated by the Services, such as using scripts to add friends or send comments or messages.
- 6) Interfering with, disrupting, or creating an undue burden on the Services or the networks or services connected to the Services.
- 7) Attempting to impersonate another Authorized User or person or entity, including, but not limited to, a Calvary Chapel Church official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity.
- 8) Using the identity, persona or name of an Authorized User of another Authorized User; or conduct that poses or creates a privacy or security risk to any person.
- 9) Selling or otherwise transferring your Authorized User information or the information of others on whose behalf they have opened User Accounts provided by you or by any other Authorized User.
- 10) Using any information obtained from the Services in order to bully, cyberbully, harass, abuse, threaten or harm another person.
- 11) Displaying an advertisement, or accepting payment or anything of value from a third person in exchange for your performing any commercial activity on or through the Services on behalf of that person, such as posting user generated content with a commercial purpose; and
- 12) Using the Services in a manner inconsistent with any applicable laws and regulations.
- 13) Express or imply that any content or materials you make, submit or post are endorsed by Calvary Chapel.
- 14) Posting or transmitting to or from the Website any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other material that would violate any law.

- 15) To publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, offensive language, indecent or unlawful topic, name, material or information.
- 16) Violating someone's "personal space" after being told you are doing so.
- 17) Leering, stalking, or suggestive texting or messaging.
- 18) Gesturing in a sexually suggestive manner.
- 19) Circulating or posting written or graphic materials that show hostility or disrespect toward or that demean individuals because of Personally Identifiable Characteristics as set forth above.
- 20) Making lewd or graphic comments or jokes.
- 21) Use of or distribution of sexual imagery in public presentations and displays.
- 22) Harassing photography or recordings.
- 23) Repeated requests for dates, or unwanted communications of a romantic nature, after the individual receiving them indicates that she or he does not wish to receive them.
- 24) Uploading, or otherwise making available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same.
- 25) Use of any material or information, including images or photographs, which are made available through the Web site in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
- 26) Uploading files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
- 27) Downloading any file posted by another user of a third-party website or online service that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
- 28) To falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- 29) To restrict, disrupt or inhibit any other user from connecting to, using and enjoying a Mobile Application or access to the Website or the Services.

- 30) To interfere with the proper working of the Website, impose an unreasonable or disproportionately large load on the Website's infrastructure, compromise the security of the Website, render the Website inaccessible to others, or otherwise cause damage to the Website or any content contained on the Website.
 - 31) Disobeying any requirements, procedures, policies or regulations of networks connected to a Mobile Application or service providers that host the Website or attempt to gain unauthorized access to the Website or computer systems or networks connected to the Website through any means.
 - 32) Violating any third party's code of conduct or other guidelines which may be applicable for any particular service provider necessary for the operation of the applications used to access the Services.
 - 33) Harvesting or otherwise collecting information about others, including e-mail addresses, phone numbers, and mailing addresses.
 - 34) To use any robot, spider, website search/retrieval application, or other manual or automatic device or process or in any way reproduce or circumvent the navigational structure or presentation of the Web site or any content to retrieve, index, "data mine," harvest, collect or use information about users of the Web site or your Web site without their express consent.
 - 35) To forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through Website.
 - 36) To restrict or otherwise interfere with the use of the Website (including without limitation any interference by means of "hacking" or "cracking" or defacing any portion of the Web site) or disobey any requirements of any networks connected to message boards or Web site. Violate any applicable local, state, national or international laws or regulations.
 - 37) To create a false identity for any purpose including misleading others or make posts with the intent to harass, abuse, threaten, impersonate any other individual or entity, disseminate obscene, defamatory, indecent, harmful, libelous, unlawful and/or other objectionable material and/or information.
 - 38) Gaining unauthorized access to the Website other users' accounts or computers connected to the Web site through password mining or other means.
 - 39) To use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Web site or other user or usage information or any portion thereof.
- c. Authorized User Conduct. The Authorized User responsible for the management or control of other Authorized Users such as employees shall implement and maintain mechanisms and policies which periodically put its Authorized Users on notice of the Calvary Chapel Code of Conduct and all revisions thereto. The Authorized User is responsible for requesting and obtaining its Authorized User's acknowledgements, agreement to, and compliance with, CALVARY CHAPEL's Code of Conduct. The Authorized User acknowledges and agrees that Calvary Chapel is not responsible for monitoring use of the Services and/or for enforcing compliance by Authorized Users with Calvary Chapel's Code of Conduct and applicable laws and regulations. The Authorized User shall also honor all revocations of permission or consent by Calvary Chapel to the use of the Services by

Authorized Users or requests by Calvary Chapel of the Authorized User for information updates and corrections and shall make reasonable efforts to ensure that all such information is complete, accurate and up to date. The Authorized User shall provide timely notice of all such revocations, updates or corrections to Calvary Chapel. The Authorized User shall indemnify and hold harmless Calvary Chapel its affiliates, if any, and their respective officers, agents, partners and employees from any and all claims, demands, liabilities, obligations, taxes, losses, fines, costs, expenses, royalties, litigation, deficiencies or damages (including reasonable attorneys' fees and costs of litigation) arising out of any Authorized User's use of the Services and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth below and/or if any content that any Authorized User post's on the Website or through the Services causes Calvary Chapel to be liable to a third party.

- d. Reporting and Complaint Procedure. The following reporting and complaint procedures are available to anyone who identifies inappropriate conduct.
 - 1) The individual who identifies inappropriate conduct may: (i) communicate with the person(s) responsible and attempt to resolve the issue informally; and/or (ii) promptly report to security or other identifiable authorized representative at an on campus service ("**Authorized Representative**") or if witnessed during a worship service accessed online, then report this information via email to **Legal@calvaryFTL.org** about the facts giving rise to a belief that inappropriate conduct has occurred and cooperate fully in the ensuing investigation of the complaint.
 - 2) The Authorized Representative or in the case of an emailed report, the Security Office will review and evaluate the complaint. The evaluation will include the following, as appropriate in the sole discretion of the Security Office, in an effort to obtain an understanding of the facts: (i) communication with the complainant to clarify the facts giving rise to the complaint; (ii) inquiries of the accused to obtain a response to the complaint if, in the Security Office's discretion, the complainant has provided sufficient facts to support the allegation that inappropriate conduct has occurred; and (iii) communication with other witnesses, and review of documentary evidence, if any, and if appropriate.
 - 3) The Security Office will determine whether inappropriate conduct has occurred and will communicate the results to the complainant and the accused. No "corroboration" is required to support a finding; the Security Office will consider the credibility of each party in making a determination.
 - 4) The Security Office under the direction of Calvary Chapel leadership will determine what remedial action, if any, is appropriate in light of the findings of the evaluation. If the Security Office in its discretion, finds that remedial action is appropriate, that remedial action may include, but is not limited to, excluding any individual responsible for inappropriate conduct from further participation in the Calvary Chapel worship services or access to the Calvary Chapel website for a specified period of time, limiting the individual's participation in some manner, and/or requiring satisfaction of pre-requisites such as a written apology as a condition of future participation.
 - 5) The reporting and complaint procedure will be conducted in a manner to ensure confidentiality to the reporter as well as the person who is the subject of the complaint.
7. **Compliance by Authorized User's Dependents as Authorized Users.** The Authorized User shall cause each person for which Authorized User has opened a User Account, if any, to the Services to be bound by and comply with the terms and conditions of this Agreement.

8. **Representations and Covenants.** Each of Calvary Chapel and the Authorized User represents, warrants and covenants that:
- a. Such party has, and will have, the full power, authority and legal right to enter and perform fully its obligations under this Agreement.
 - b. Neither the execution and delivery of this Agreement nor the consummation of transactions contemplated hereby will (i) violate any provision of the charter, bylaws or other governing documents of such party, or any laws, ordinances, rules, regulations, codes or policies to which such party is subject, or (ii) conflict with, result in breach or violation of, constitute a default under, or require any notice under any agreement to which such party is party or by which it is bound or to which any of its assets is subject;
 - c. Such party shall comply at its own expense with all applicable laws, ordinances, rules, regulation, codes and policies in connection with its performance under this Agreement.
 - d. Such party has all rights and authorizations necessary to grant the rights and licenses set forth herein; and
 - e. When executed and delivered by both parties, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.
9. Term; Termination.
- a. Term. This Terms of Service Agreement shall become effective upon the earlier to occur of the date of the Authorized User's initial User Account or Authorized User's first access to the Services and shall remain in force until terminated.
 - b. Termination.
 - 1) This Agreement may be terminated by either party at any time if the other party commits a material breach of this Agreement that remains uncured for a period of ten (10) days following written notice of such breach.
 - 2) Prior to exercising Calvary Chapel's termination right authorized above and in addition to pursuing any other available rights and remedies, Calvary Chapel may, in its sole discretion and without additional notice to the Authorized User, suspend performance of any and all Services provided to the Authorized User (including disabling the Authorized User's and all of its persons for which it has opened accounts as Authorized Users' use of the Services) until and to the extent Calvary Chapel determines (in its sole discretion) to resume performance of some or all of the suspended Services or to terminate this Agreement as authorized above.
10. **DISCLAIMERS.** THE AUTHORIZED USER HEREBY AGREES AND ACKNOWLEDGES THAT NO CALVARY CHAPEL PARTY (AS DEFINED BELOW) SHALL BE LIABLE IN ANY WAY TO THE AUTHORIZED USER, ANY PERSON ON WHOSE BEHALF THEY HAVE OPENED A USER ACCOUNT AS AN AUTHORIZED USER OR ANY OTHER PERSON FOR ANY CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, TAXES, LOSSES, FINES, COSTS, EXPENSES, ROYALTIES, LITIGATION, DEFICIENCIES OR DAMAGES ARISING FROM ANY SUCH PERSON'S ACTION OR FAILURE TO ACT IN ACCORDANCE WITH THE CODE OF CONDUCT OR ANY APPLICABLE LAWS, REGULATIONS OR POLICIES REGARDING THE SERVICES. THE TERM "CALVARY CHAPEL PARTY" MEANS CALVARY CHAPEL CHURCH, INC. AND ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, AFFILIATES, INFORMATION

PROVIDERS, LICENSORS, GOVERNMENTAL AUTHORITIES OR OTHER SUPPLIERS PROVIDING ANY DATA, INFORMATION, NEWS, MESSAGES, OPINIONS OR OTHER MATERIALS RELATING TO THE SERVICES. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW. CALVARY CHAPEL, FOR ITSELF AND ON BEHALF OF THE CALVARY CHAPEL PARTIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF. CALVARY CHAPEL MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE WEBSITE'S OR SERVICES' CONTENT. CONTRIBUTIONS, OR THE CONTENT OF ANY WEBSITES LINKED TO THE WEBSITE OR ACCESSED THROUGH THE SERVICES AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE OR THE SERVICES, (C) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE OR THE SERVICES, (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE OR THE SERVICES BY ANY THIRD PARTY, AND/OR (F) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE OR THE SERVICES. CALVARY CHAPEL DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEBSITE OR THE SERVICES OR ANY MOBILE APPLICATION, HYPERLINKED WEBSITE OR CONTENT FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND CALVARY CHAPEL WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICES, EXPRESSLY INCLUDING ANY MOBILE APPLICATIONS OR OTHER SOFTWARE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND ANY SERVICES PERFORMED OR PROVIDED BY THE SOFTWARE ("**PERFORMANCE**") ARE PROVIDED "**AS IS**" AND "**AS AVAILABLE**", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. EXCEPT AS SET FORTH IN SECTION 8, CALVARY CHAPEL HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PERFORMANCE, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. CALVARY CHAPEL DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE PERFORMANCE, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY THE PERFORMANCE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PERFORMANCE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PERFORMANCE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CALVARY CHAPEL OR ITS AUTHORIZED REPRESENTATIVE(S) SHALL CREATE A WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

11. Limitation of Liability.

- a. Acts or Omissions by the Authorized User. The Authorized User hereby releases Calvary Chapel from all obligations and liability relating to any claims, demands, liabilities, obligations, taxes, losses, fines, costs,

expenses, royalties, litigation, deficiencies or damages arising from or relating to (i) the Authorized User's use of the Services or (ii) the Authorized User's conduct of its business.

- b. Online Content. Calvary Chapel cannot control the nature of the content available through the Services. By providing and operating the Services, Calvary Chapel does not represent or imply that Calvary Chapel endorses any comments, user generated content contributed to any Website (a "Contribution" or collectively, "Contributions") or other content available on or linked to by the Services, including without limitation content hosted on third party Websites; or that Calvary Chapel believes Contributions, comments or other content to be accurate, useful or nonharmful.
 - c. DAMAGES. THE AUTHORIZED USER AGREES AND ACKNOWLEDGES THAT CALVARY CHAPEL SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF CALVARY CHAPEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE OR REASONABLY COULD HAVE BEEN FORESEEN. NOTWITHSTANDING THE FOREGOING, CALVARY CHAPEL SHALL BE LIABLE TO THE AUTHORIZED USER FOR ANY LOSS TO THE EXTENT IT IS DIRECTLY ATTRIBUTABLE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY CALVARY CHAPEL PARTY.
12. **Changes User Accounts**. Each User Account shall be subject to the following terms and conditions with respect to such User Account in addition to any other terms and conditions set forth therein.
- a. Changes to to User Accounts. User Accounts will be effective only when signed, submitted and accessed by the Authorized User and approved and accepted by Calvary Chapel.
 - b. Termination of User Accounts. A User Account may be terminated at any time by mutual written agreement by Calvary Chapel and the Authorized User. If either party fails to cure any breach of its obligations under a User Account within ten (10) days following receipt of written notice of such breach from the other party, then such other party may terminate the User Account by providing the defaulting party with written notice of termination.
 - c. No Obligation without User Account. At any time when a User Account is not in force Calvary Chapel shall be under no obligation to provide Services until the parties enter into a new User Account or other binding agreement pursuant to which the Authorized User is obligated to comply with a User Account with Calvary Chapel for such Services.
13. **Governing Law; Jurisdiction; Attorneys' Fees**. This Agreement shall be construed and governed exclusively under the laws of the State of Florida without regard to conflict of law principles. The parties hereby irrevocably consent and submit to the exclusive personal jurisdiction and venue in any federal or state court of competent jurisdiction located in the County of Broward, State of Florida, for the adjudication of any disputes under this Agreement. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its actual attorneys' fees and court costs from the non-prevailing party.
14. **Disputes between Authorized Users**. You are solely responsible for your conduct. Calvary Chapel reserves the right, but has no obligation, to monitor disputes between you and other Authorized Users.

15. Disputes with CALVARY CHAPEL. You and Calvary Chapel agree that these Terms of Service affect interstate commerce and that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. This Section 15 is intended to be interpreted broadly and governs any and all disputes between us including but not limited to claims arising out of or relating to any aspect of the relationship between us or the Terms of Service or the Service, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory. The only disputes excluded from this broad prohibition are the litigation of certain intellectual property and small court claims, as provided below.

If you have any dispute with us, you agree that before taking any formal action, you will contact us at Calvary Chapel, 2401 W. Cypress Creek Road, Fort Lauderdale, FL 33309, and Legal@calvaryFTL.org, and provide a brief, written description of the dispute and your contact information (including your username, if your dispute relates to an account). Except for intellectual property and small claims court claims, the parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration.

ALL DISPUTES ARISING OUT OF OR RELATING TO THIS TERMS OF SERVICES AGREEMENT (INCLUDING ITS FORMATION, PERFORMANCE, OR ALLEGED BREACH) OR YOUR ACCESS TO OR USE OF THE MATERIALS, CONTRIBUTIONS AND WEBSITE, INCLUDING WITHOUT LIMITATION YOUR OR OTHERS' DOWNLOADING OR CONSUMPTION OF MATERIALS OR OTHER MATERIALS AVAILABLE BY MEANS OF THE SERVICES OR THIRD PARTY APPLICATIONS OR WEBSITES, YOUR UPLOADING CONTRIBUTIONS TO THE WEBSITE, OR YOUR PURCHASING OF GOODS OR SERVICES FROM THIRD PARTIES, THAT ARE NOT RESOLVED BY THE PROCEDURES IDENTIFIED ABOVE SHALL BE EXCLUSIVELY RESOLVED UNDER CONFIDENTIAL INDIVIDUAL (NOT GROUP) BINDING ARBITRATION HELD IN BROWARD COUNTY, FLORIDA BEFORE AND IN ACCORDANCE WITH THE RULES FOR ALTERNATIVE DISPUTE RESOLUTION ESTABLISHED BY THE ALTERNATIVE DISPUTE RESOLUTION FIRM ORIGINALLY KNOWN AS JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., N/K/A JAMS, THE RESOLUTION EXPERTS ("JAMS") IN ACCORDANCE WITH THE JAMS STREAMLINED ARBITRATION PROCEDURE RULES FOR CLAIMS THAT DO NOT EXCEED \$250,000 AND THE JAMS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES FOR CLAIMS EXCEEDING \$250,000 IN EFFECT AT THE TIME THE ARBITRATION IS INITIATED, EXCLUDING ANY RULES OR PROCEDURES GOVERNING OR PERMITTING CLASS ACTIONS. IN THE EVENT OF LITIGATION OR TO COMPEL ARBITRATION OR TO CONFIRM, MODIFY, VACATE, OR ENTER JUDGMENT ON AN ARBITRATION AWARD UNDER THIS SECTION, OR TO OBTAIN AN INJUNCTION UNDER THIS SECTION, THE PARTIES HEREBY EXPRESSLY AND IRREVOCABLY CONSENT AND SUBMIT TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE STATE AND FEDERAL COURTS LOCATED IN BROWARD COUNTY, FLORIDA.

You and we agree that the arbitration shall be conducted in the party's respective individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND CALVARY CHAPEL AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above shall be deemed null and void in their entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

Notwithstanding the parties' decision to resolve all disputes through arbitration, you or we may bring enforcement actions, validity determinations or claims arising from or relating to theft, piracy or unauthorized use of intellectual property in state or federal court with jurisdiction or in the U.S. Patent and Trademark Office to protect intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). You or we may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction to the extent such claims do not seek equitable relief.

You have the right to opt out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt out to Calvary Chapel at the address identified in Section 17 below. The notice must be sent within thirty (30) days of (a) the "Date of Last Revision" date of these Terms of

Service as set forth above; or (b) your first date that you used the Services that contained any versions of the Terms of Service that included this version of the mandatory arbitration and class action waiver, whichever is later. Otherwise you shall be bound to arbitrate disputes in accordance with the terms of these paragraphs. If you opt out of these arbitration provisions, Calvary Chapel also will not be bound by them. If Calvary Chapel changes this 'Arbitration' section after the date you first accepted these Terms of Service (or accepted any subsequent changes to these Terms of Service), you may reject any such change by sending us written notice within 30 days of the date such change became effective, as indicated in the "Date of Last Revision" date above or in the date of Calvary Chapel's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any dispute between you and Calvary Chapel in accordance with the provisions of this section as of the date you first accepted these Terms of Service (or accepted any subsequent changes to these Terms of Service).

YOU UNDERSTAND AND AGREE THAT THE ABOVE DISPUTE PROCEDURES SHALL BE YOUR SOLE REMEDY IN THE EVENT OF DISPUTE BETWEEN YOU AND CALVARY CHAPEL REGARDING ANY ASPECT OF THE SERVICES AND THAT YOU ARE WAIVING YOUR RIGHT TO LEAD OR PARTICIPATE IN A LAWSUIT INVOLVING OTHER PERSONS, SUCH AS A CLASS ACTION.

16. Copyright Policy. We respect the intellectual property rights in creative works and of those who create them and take violations of those rights seriously and expect Authorized Users of the Services to do the same. Calvary Chapel does not permit copyright infringing activities and infringement of intellectual property rights on the Services, and Calvary Chapel will remove all content if properly notified under the procedures referenced in this Section that such content infringes on another's intellectual property rights. In accordance with the DMCA, under appropriate circumstances and at Calvary Chapel's discretion, it is also the policy of Calvary Chapel to disable and/or terminate the User Accounts of Authorized Users who repeatedly infringe or are repeatedly charged with infringing the copyrights or other intellectual property rights of others. Because Calvary Chapel takes matters of intellectual property rights violations seriously, we will respond expeditiously to claims of copyright infringement committed using the Services that are reported to Calvary Chapel's designated copyright

agent (“**CALVARY CHAPEL DMCA Copyright Agent**”), identified in a Notice of Alleged Copyright Infringement Pursuant to DMCA § 512 (“**DMCA Copyright Notice**”) in accordance with the procedures and form of notice set forth at our link at www.calvaryftl.org/copyrightsupport. For clarity, only DMCA Copyright Notices should go to the Calvary Chapel DMCA Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to Calvary Chapel’s User support services home page at Support@calvaryftl.org You acknowledge that if you fail to comply with all the requirements of this Section, your DMCA Copyright Notice may not be valid.

17. **Notice.** All notices in connection with this Agreement shall be deemed given as of the day they are successfully sent, if by facsimile or e-mail, in each case, with confirmation of transmission, if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and on the delivery date if sent by commercial courier, to a party at the address set forth in the applicable User Account. Except as otherwise provided in this Agreement, Calvary Chapel will give you any notices regarding this Agreement by posting them on the Website. Since notice of any material change to this Agreement will be posted to the Website for at least 30 days, we encourage you to visit the Website at least that often. You also authorize Calvary Chapel to send notices (including notice of subpoenas or other legal process, if any) via electronic mail to either your User Account or to the email address that we have on record for you. You must check the Website for notices, and you will be considered to have received a notice when it is made available to you by posting on the Website or when sent by Calvary Chapel to your email address via electronic mail, whether or not actually read by you. Calvary Chapel may provide notice to any e-mail or other address that you provide to us. You must keep your address and the address of each of those persons for whom you have opened a User Account current and any notice sent by Calvary Chapel to the address that you have most recently provided is effective notice. With the exception of notices related to removal of licensed material and to copyright infringement as described in Section 16 above, you must send us any notice via our support services email address at: support@calvaryftl.org, or by mailing it via U.S. mail to Calvary Chapel Church, Inc., Attention IT Department, 2401 W. Cypress Creek Road, Fort Lauderdale, FL 33309.
18. **Further Assurances.** The parties shall, from time to time, execute and deliver such additional instruments, documents, conveyances or assurances and take such other actions as shall be necessary, or otherwise reasonably requested by the other party, to confirm and ensure the parties’ respective rights and interests contemplated by or provided in this Agreement. The parties shall act in good faith in the performance of their obligations under this Agreement.
19. **Force Majeure.** Performance of any obligation hereunder shall be excused to the extent performance is prevented by an act of God, act of public enemy, government action, epidemic, pandemic, fire or other casualty, labor dispute, electrical shortage, failure of communications or common carrier, equipment or software malfunction or other circumstances reasonably beyond a party’s control and that it cannot overcome using reasonable efforts (“Force Majeure”). Any party so delayed in its performance shall promptly notify the other party and shall describe at a reasonable level of detail the Force Majeure circumstances causing such delay. Upon delivery of such notice, the obligations of the party giving such notice, to the extent affected by the Force Majeure event, shall be suspended during, but not longer than, the continuance of the Force Majeure event.
20. **Severability.** If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected thereby.

21. **Modifications to Terms of Service.** We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. If we do this, depending on the nature of the change, we will post the changes on this page and indicate at the top of this page the date these terms were last revised and/or notify you, either through the Services' user interface, in an email notification or through other reasonable means and as required by applicable law. Any such changes will become effective no earlier than fourteen (14) days after they are posted, except that changes addressing new functions of the Services or changes made for legal reasons will be effective immediately. Your continued use of the Service after the date any such changes become effective constitutes your acceptance of the new Terms of Service. In addition, when using certain Services, you will be subject to any additional terms applicable to such Services that may be posted on the Service from time to time. **It is therefore important that you periodically review these Terms of Service and keep your contact information current to ensure you are informed of any changes. Nothing in these Terms of Service shall be deemed to confer any third-party rights or benefits.**
22. **Modification to the Services.** Calvary Chapel reserves the right to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. You agree that Calvary Chapel will not be liable to you or to any third party for any modification, suspension or discontinuance of the Service. We have no obligation to retain any of your User Account or submitted Contribution or other user generated content for any period of time beyond what may be required by applicable law.
23. **Mobile Services.** The Services may include certain services that are available via a mobile device, including (i) the ability to upload content to the Services via a mobile device, (ii) the ability to browse the Services and the Website from a mobile device and (iii) the ability to access certain features through an application downloaded and installed on a mobile device (collectively, the "Mobile Services"). To the extent you access the Services through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. In using the Mobile Services, you may provide your telephone number. By providing your telephone number, you consent to receive calls and/or SMS, MMS, or text messages at that number. We may share your phone numbers with our affiliates or with our service providers (such as customer support, billing or collections companies, and text message service providers) who we have contracted with to assist us in pursuing our rights or providing our Services under these Terms of Service, our policies, applicable law, or any other agreement we may have with you. You agree these parties may also contact you using autodialed or prerecorded calls and text messages, as authorized by us to carry out the purposes we have identified above, and not for their own purposes. In the event you change or deactivate your mobile telephone number, you agree to promptly update your Calvary Chapel User Account information to ensure that your messages are not sent to the person that acquires your old number.
24. **No Joint Venture.** Nothing in this Agreement shall make or be deemed to make the parties partners, joint ventures, agents or members of an association or other entity with the other party.
25. **Assignment.** Except as otherwise set forth in this Agreement, the Authorized User may not assign any of its rights or delegate any of its duties or obligations under this Agreement to any third party without the written consent of Calvary Chapel, except to a successor to the Authorized User's activities pursuant to a merger, consolidation or sale of substantially all of its assets by the Authorized User. Calvary Chapel may assign its rights or delegate its duties or obligations under this Agreement freely. This Agreement shall inure to the benefit of the parties and their respective successors and permitted assigns.

26. **Confidentiality.** In connection with this Agreement, each party (as the "Disclosing Party") may disclose or make available Confidential Information to the other party (as the "Receiving Party"). "Confidential Information" means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, Authorized Users, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated or otherwise identified as "confidential". Without limiting the foregoing, (a) all Authorized User Data (including all Personal Information) is and will remain the Confidential Information of Authorized User and (b) the Services Software, specifications in any User Account and Documentation are and will remain the Confidential Information of Calvary Chapel; and (c) the donations and financial information relating to donations through any User Account under to this Agreement are the Confidential Information of Calvary Chapel.

27. **Survival.** Sections 3.1 (Authorized User Property), 3.2 (Calvary Chapel Property), 4 (Authorized User Information), 5 (Payment of Donations), 6.2 (Authorized User Conduct), 8 (Representations and Covenants), 10 (Disclaimer of Warranty), 11 (Limitation of Liability), and 13 through this Section 26 shall survive termination or expiration of this Agreement, as the context requires.

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