

Presbyterian Church (U.S.A.), A Corporation Terms of Use Agreement for Participation and Posting on the Presbyterian Church (U.S.A.) Facebook Page.

TERMS OF USE

These Terms of Use were last updated on August 11, 2014

READ THIS FIRST. This section contains the Terms of Use that govern your use of the Presbyterian Church (U.S.A.) (“PC(USA)”) Facebook page. It contains information that Users should familiarize themselves with before they post to the PC(USA) Facebook page. By using the PC(USA) Facebook page you, the “User,” are deemed to have entered into an agreement with the administrator of the Facebook page, the Presbyterian Church (U.S.A.), A Corporation (“Administrator”), and to have agreed to be bound by all of the terms set out below.

PC(USA) will generally use its Facebook page for external relations, communications, and outreach in order to make information available. Facebook is a third-party social networking tool. Its privacy policy can be found at <https://www.facebook.com/about/privacy/>. The PC(USA) privacy policy can be found at <https://www.pcusa.org/privacy/>.

Users must comply with the terms and conditions found in the Facebook User Agreement <https://www.facebook.com/legal/terms>.

1. PC(USA) Facebook Page Content and Intellectual Property Protection.

A. Material on the Facebook page posted by the Administrator, including but not limited to text, images, data, audio and video (collectively, the "Materials"), is owned by the Administrator or third-party licensors. The Administrator and/or third-party licensors retain all proprietary rights to the Materials, including all intellectual property rights associated therewith (e.g., copyrights, patents, trademarks, trade secrets and know-how). Unless otherwise indicated on the PC(USA) Facebook page, Users may download one copy of the Materials for personal, noncommercial use and/or printing copies of the Materials for such use, but Users may **not** sell, modify, reproduce, display, publicly perform, prepare derivative works based upon, distribute or otherwise use the Materials in any way without first obtaining the written permission of the Administrator [please note the provisions on the Seal page of the PC(USA) website]. Requests for permission for uses not authorized by these Terms of Use may be sent to:

Presbyterian Church (U.S.A.), A Corporation

Attn: General Counsel
Presbyterian Church (U.S.A.)
100 Witherspoon Street
Louisville, KY 40202

Or e-mailed to webmaster@pcusa.org

B. Users must retain all copyright, trademark and other proprietary notices contained in the original Materials on any copy Users make of the Materials. Users may not frame or utilize framing techniques to enclose all or any portion of the Facebook page. Users may not use any meta tags or any other similar hidden text utilizing the PC(USA) name or trademarks.

2. User Postings on the Facebook Page.

A. Users are responsible for their own communications and are responsible for the consequences of any of their postings in the public areas of the Facebook page. By submitting any material for posting on the Facebook page, Users automatically grant (or, if Users are not the Administrator, Users warrant that the administrator of such material has expressly granted) the Administrator a royalty-free, perpetual, irrevocable, nonexclusive and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, display and otherwise use and exploit such material (in whole or in part) worldwide and/or to incorporate it in other work in any form, media or technology now known or later developed.

B. The Administrator reserves the right to monitor and administer the Facebook page, in its sole discretion, to remove or hide any content posted on it without notice to Users. PC(USA) also reserves the right to ban User's at any time.

C. The Administrator does not represent or guarantee the accuracy, completeness or reliability of any material posted by Users of the Facebook page nor does Administrator endorse any opinions expressed by any Users. A User may rely on material posted by other users only at User's own risk. Although the Administrator may occasionally screen or monitor material posted by Users, the Administrator does not do so systematically, and the Administrator is not obligated to do so.

D. The views expressed on the Facebook page in comments and postings of third parties are the views of those individuals or groups. They do not and should not be construed as representing the views of the Administrator or the PC(USA).

E. The Administrator has no obligation to edit, remove or hide any material posted by Users, including material that Users may find objectionable or offensive or that violates these Terms of Use. If Users become aware of any material that violates these Terms of Use, Users may email such information to the Administrator at webmaster@pcusa.org . However, the Administrator does not guarantee that any action will be taken as a result of User's contact.

3. Prohibited Activities.

Facebook's Community Standards outline of prohibited activities can be found at:

<https://www.facebook.com/communitystandards>.

In addition, Users should exercise common sense and courtesy in posting comments or materials on the PC(USA) Facebook page. Users may not do any of the following while posting on the Facebook page:

- Upload and/or post messages, comments, information, data, text, software, graphic files or other materials (“Materials”) that are unlawful, harmful, threatening, obscene, abusive, harassing (including harassing on the basis of categories protected by law or Administrator’s policies), tortuous, defamatory, vulgar, obscene, false, libelous, hateful or otherwise objectionable or that may invade another’s privacy (ex. inclusion of addresses, telephone numbers without consent);
- Upload any Materials that violate or infringe any patent, trademark, trade secret, copyright or any intellectual property right, of whatever nature, of anyone;
- Submit unauthorized disclosures of proprietary or confidential information;
- Interfere with or disrupt networks connected to the Facebook page or violate the regulations, policies or procedures of such networks;
- Interfere with another User’s use and enjoyment of the Facebook page;
- Upload Materials that contains a virus, worm, corrupted file, or other harmful program or component;
- Use the Facebook page or their submissions in a way or manner or for a purpose that violates local, state or federal law (“Law”) or the policies of the Administrator or to provide informational or instructional materials about activities that violate the Law;
- Impersonate any person or entity, including, but not limited to, employees of the PC(USA) or related entities, volunteers or elected representatives or falsely state or otherwise misrepresent any affiliation with any such person or entity, or upload any materials under a fictitious name;
- Upload any materials that Users do not have a right to upload under law or under contractual or fiduciary relationships (including but not limited to nondisclosure agreements);
- Upload any information or grant permissions to view information to any person in a manner that exceeds a User’s contractual or other legal authority;
- Upload any unsolicited advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, contests, surveys, or any other form of solicitation (commercial or non-commercial); or
- Intentionally or unintentionally violate or encourage or assist another to violate any law or regulation in connection with a User’s use or another’s use of the Facebook page.

4. Linking to the Facebook Page.

Users may provide a link on their site to the Facebook page subject to the following requirements:

- Users may not frame or alter the appearance or visual presentation of the Facebook page.
- Users may not state or imply that the Administrator endorses, sponsors or otherwise approves of the User’s Facebook page or any other pages, unless it is true and accurate.

Links to the Facebook page may not be used in a way that implies or suggests that the Administrator approves or endorses the User, User's Facebook page or website or User's goods and services, unless it is true and accurate.

- Links may be text-based using the words: "Presbyterian Church (U.S.A)." "PC(USA)" or "www.facebook.com/pcusa" or graphics based using the PCUSA Seal or graphics using the Facebook Brand Assets (<https://www.facebookbrand.com>) (the "Licensed Marks"), and are subject to the terms and conditions for use of the PCUSA Emblem.
- Users may not use the Licensed Marks on any site that disparages the Administrator or any of the Administrator's affiliates or presents false information about them.
- Users may not use the Licensed Marks as a predominant feature of their site. At a minimum, this means that the Licensed Marks must appear smaller than the User's web page title and any of User's marks or logos, they may not be displayed more prominently than other marks or logos on User's page, and they should not appear at the top of the page, but rather at the bottom, along the sides or in some less prominent location.
- Users may not use the Licensed Marks in any manner that would adversely affect the name, reputation or goodwill of the Administrator or use the Licensed Marks on any site that contains any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, hateful or otherwise objectionable or that may invade another's privacy.
- Users may not use the Licensed Marks on any site that violates or infringes any patent, trademark, trade secret, copyright or any right, of whatever nature, of anyone, or that violates or encourages or assists another to violate any law or regulation.
- The Administrator has no responsibility or liability for any content appearing on a User's Facebook page or website. Users agree to defend, indemnify and hold harmless the Administrator and its affiliates and their officers, directors, employees and agents, from and against any and all third-party claims, liability, actions, demands, costs or expenses (including, but not limited to, reasonable legal and accounting fees) arising from or relating to User's Facebook page or website. The Administrator reserve the right to defend any such claim and Users agree to provide the Administrator with such reasonable cooperation as it may request.
- By linking, Users acknowledge and agree that, other than as specifically set forth in these Terms of Use, all rights to the Licensed Marks and other Administrator marks and logos belong to the Administrator. In addition, Users acknowledge the validity of the Administrator's ownership in the Licensed Marks and other Administrator marks and logos and will not contest such ownership or the validity of any registrations of the Administrator relating to such marks and logos. Users agree that use of the Licensed Marks shall inure to the benefit of the Administrator. If Users happen to obtain any rights or goodwill in the Licensed Marks, Users agree that all such rights and goodwill will automatically vest in the Administrator and Users will take all actions necessary to effect such vesting.
- Users are prohibited from using the Administrator's marks or logos or any names, marks or other materials in a manner that is likely to cause confusion with, dilute or damage the reputation or image of the Administrator.
- The Administrator reserves the right at any time and in its sole discretion to request that Users remove all links or any particular link to the Facebook page from User's Facebook page or website.

5. Links to Third-Party Sites. The Facebook page contains links to third-party Facebook pages. These links are provided solely for User's convenience. They are not an endorsement by the Administrator of the contents of such third-party Facebook pages. The Administrator is not responsible for the content or practices of linked third-party sites. The Administrator does not make any representations or warranties about the content or accuracy of materials on such third-party Facebook pages or the practices of such sites. If Users decide to access linked third-party Facebook pages, they do so at their own risk. Users should review the terms of use, privacy policy, and other policies of any linked site.

6. Submissions. Any comments, posts or other communications (collectively, "Comments") posted on the PC(USA) Facebook page are the exclusive property of the Administrator. The Administrator is entitled to use, reproduce, disclose, publish and distribute any Comments for any purpose whatsoever, without restriction and without compensating Users in any way. For this reason, the Administrator asks that Users do not send any Comments they do not wish to assign to the Administrator, including any confidential information or any original creative materials such as stories, product ideas, computer code or original artwork.

7. Claims of Copyright Infringement. If Users believe that their work has been copied or infringed in a way that constitutes copyright infringement, Users should contact webmaster@pcusa.org or:

Presbyterian Church (U.S.A.), A Corporation

Attn: General Counsel
Room 5631
100 Witherspoon Street
Louisville, Kentucky 40202

8. Indemnification. Users agree to defend, indemnify, and hold harmless the Administrator and its affiliates and their officers, directors, employees and agents, from and against any and all third-party claims, liability, actions, demands, costs or expenses (of any nature) arising from or relating to User's use of the Facebook page or the Materials, material that Users post to the Facebook page or otherwise provide to the PC(USA) or User's breach or violation of these Terms of Use. The Administrator reserves the right to defend any such claim and Users agree to provide the Administrator with such reasonable cooperation as it may request.

9. Disclaimer of Warranties.

A. The PC(USA) Facebook page, the Materials, and the Licensed Marks are provided on an as-is, as-available basis without warranties, express or implied. The Administrator disclaims all warranties, express or implied, including the warranty of merchantability, non-infringement or fitness for a particular purpose.

B. Users understand and agree that the Administrator:

- (1) is not responsible for the timeliness, mis-delivery, deletion or failure to store any information uploaded (or attempted to be uploaded) by Users;
- (2) makes no warranty as to the accuracy or completeness of the information and services provided or obtained through the Facebook page or the results of User's use of the Facebook page;
- (3) may, in its sole discretion, modify, add or discontinue any aspect, content or feature of the Facebook page.

Further:

- (1) it is the User's responsibility to evaluate the accuracy, completeness and usefulness of all information posted on the Facebook page; and
- (2) the information on the Facebook page may contain typographical errors or inaccuracies and may not be complete or current and, therefore, the Administrator reserves the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice.

C. Users understand and agree that use of the Facebook page and the Materials is at their sole risk, that any materials downloaded or otherwise obtained through the use of the Facebook page is at their own discretion and risk and that Users will be solely responsible for any damage to the User's computer system or loss of data that results from the download of such materials. The Administrator makes no warranty or representation as to the security of any information Users transmit to the Administrator.

10. Limitation of Liability. The Administrator and its affiliates are not liable for any damages (direct, incident, consequential or otherwise), arising from or in any way connected with these Terms of Use or the inability to use the Facebook page or the Materials or licensed marks or anything else related to the Facebook page no matter what is the nature of the claim (contract, tort or otherwise).

11. Privacy Policy. The PC(USA) Privacy Policy can also be found on the PC(USA) website and is incorporated by reference herein.

12. Miscellaneous.

A. This Facebook page is based in the United States. Access to the Materials may not be legal by certain persons or in certain countries. If Users access the Facebook page from outside the United States, they do so at their own risk and are responsible for compliance with the laws of their jurisdiction.

B. These Terms of Use will be governed by the laws of the Commonwealth of Kentucky. By connecting to and using the Facebook page, Users agree that any action arising out of or relating to these Terms of Use may be brought only in a court of competent jurisdiction in Jefferson County, Kentucky (state or federal),

and Users hereby consent to the jurisdiction, venue and convenience of those courts.

C. Headings in these Terms of Use are for convenience only and shall not be used to interpret or construe its provisions.

D. If any provision of these Terms of Use is found to be invalid, void or unenforceable by any court having competent jurisdiction, the remainder of these Terms of Use shall remain in full force and effect.

E. Any waiver of any provision of these Terms of Use will be effective only if it is in writing signed by the appropriate and approved contract signer of the Administrator. No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term.

F. Notices to the Administrator, other than as provided herein, can be sent to:

Presbyterian Church (U.S.A.), A Corporation

Attn: General Counsel
Room 5631
100 Witherspoon Street
Louisville, Kentucky 40202

13. Changes to these Terms of Use. The Administrator may amend these Terms of Use at any time without prior notice by posting the amended Terms of Use on the Facebook page. If Users use the Facebook page after such changes, it constitutes the User's agreement to be bound by the amended Terms of Use. Hence, Users should review these Terms of Use every time they enter the Facebook page.