

TRIUNE MERCY CENTER
PRIVACY POLICIES AND WEBSITE TERMS OF USE

Welcome to triunemercy.org (“Site”), and related programs of Triune Mercy Center. We appreciate your interest and support of our programs. The Privacy Policies and Website Terms of Use (“Policies”) found below govern your activity as you navigate the Site, outline important rights and protections concerning your personal information, and help you understand the code of conduct expected of all visitors to the Site.

General.

The Site is operated by **Triune Mercy Center** (“Triune,” “us,” or “we”). Your actions of visiting, browsing or otherwise using the Site constitute your acknowledgement, for yourself and on behalf of your children, that you have read, understood, and agree to comply with the Policies and all applicable laws, rules and regulations. For your protection and ours, you may not visit, browse or use the Site if you do not agree to the Policies. Triune may change or revise the Policies at any time, for any reason and without notice and your continued use of the Site signifies your acceptance of any changes or revisions. Please visit this page on a regular basis to ensure that you are aware of our most recent version of the Policies. If you have any questions or concerns regarding the Policies, please e-mail us at webmaster@triunemercy.org.

Privacy Policy.

We respect your privacy and share your concerns about its protection. Signing up to make donations, volunteer, or join special groups or contacting us to receive information, however, may require your provision of private information. This may include information necessary to determine your eligibility to participate in certain activities, such as your age; information necessary to contact you, such as your name, street or e-mail addresses, and telephone numbers; information used in connection with participation in volunteer opportunities, and information used in making financial donation, such as account numbers and related security information (“**Private Information**”). Such Private Information will only be used by Triune in connection with the purposes of the Site or identified Triune programs or to communicate with you for purposes of providing information or other appropriate purposes and Triune does not sell or provide Private Information to third parties.. Although Triune makes every effort to safeguard the security of your Private Information, however, no on-line site can guarantee that it's completely impervious to outside intervention despite Triune's very best efforts. As a result, you should use the same level of caution and good judgment advised in connection with any online disclosure of personal information, including the reasonable monitoring of your financial information and accounts, the Private Information is disclosed at your own risk, and Triune shall have no liability in connection therewith. All data is proprietary to Athlon and its assignees or designees and will not be returned to you.

As a matter of policy, Triune does not knowingly engage, collect *any* personally-identifiable information, or accept donations of any kind from Site visitors who are children under 13 years of age (“**Young Child[ren]**”). Further, the Site is not designed in any way intended to be attractive to or engage Young Children. That being said, it is impossible for Triune to guarantee that no Site visitors are Young Children if such is not disclosed and Private Information from such Young Children may be unintentionally collected (“**Underage Information**”). In such case, individuals who provide sufficient evidence that they are the parent or guardian of Young Children who have provided Triune with Underage Information, may request a description of what specific information has been disclosed and for what purpose and request that the Underage Information be deleted from Triune's records. In the event that the Underage Information includes account information that, upon the showing of sufficient evidence, does not

belong to the Young Child and was used for the purpose of making financial donations, Triune will use reasonable efforts to return any donation or portion of donation not already spent or allocated. Such requests should be made by contacting us at webmaster@triunemercy.org.

Ownership of Site Materials, Content, and Intellectual Property.

Triune and/or its employees and staff are the exclusive owners of all content, materials, technical elements and intellectual property rights, including, without limitation, all copyrights, moral rights, trademarks, service marks, trade dress, brands, logos, designs, patent rights, features, functions, services, software, algorithms, objects, documentation, know-how, code, data, art, graphics, animation, photographs, images, text, URLs, music, sound effects, audio and/or audio-visual elements, downloadable materials, look-and-feel, design, layout, organization, presentation, user interface, navigation and stylistic convention of the Site ("**Triune Content**").

Any trademarks and service marks, including Triune Mercy Center TM and others ("**Triune Marks**") are the exclusive property of Triune and any unauthorized use of the Triune Marks, or of any word, term, name or symbol that dilutes the Triune Mark or is likely to cause confusion or mistake with respect to an unauthorized connection or association of Triune or the Triune Marks to or with an unauthorized third party or imply Triune's approval or sponsorship of any third party activities is an actionable violation of Triune's exclusive rights under The Lanham Act, 15 U.S.C. §1051 et seq. .No ownership or other interest in any Triune Content or Triune Marks are acquired by any user or visitor accessing, browsing or otherwise using the Site. Any and all other trade names, trademarks, service-marks, names of individuals, associations, services, company designations, third party links, or products, including any original works identified as "Our Pastor's Books" ("**Third Party Materials**") appearing on the Site are the property of their respective owners ("**Third Party Owners**") and there is no sponsorship, endorsement, commercial or private business relationship, or authorization, express or implied, by or between Triune and Third Party Owners.

Site Use; Triune's Right to Control Visitor Communications or Behavior.

You may access, browse and use the Site for your personal, non-commercial use, on a single computer or similar device. You may not copy, reproduce, modify, distribute, transmit, display, perform, publish or otherwise use or exploit, through any means or media, any Triune Content, except as may be specifically and narrowly allowed by Sections 107, 108 and 110 of Title 17 of the United States Code, 17 U.S.C. §§ 107-108, 110. Any such allowances will, at all times, be prominently accompanied by: (1) a copyright notice in the form required by Triune, and (2) attribution in the form of "Accessed at www.triunemercy.org on _____, 20__". You may not copy, reproduce, modify, distribute, transmit, display, perform, publish or otherwise exploit, through any means or media, any Triune Marks, except as may be allowed by The Trademark Act of 1946 (Lanham Act), 15 U.S.C. § 1051 et seq.

Triune has the right, but not the obligation to (i) refrain from using any Private Information, including the refusal of any donation or offer of volunteer services or support; and (ii) disclose any Private Information necessary to satisfy any law, regulation or government request. Further, if Triune, in its sole discretion, believes that you have engaged in any prohibited conduct, whether in connection with the Site or any of Triune's activities, failed to comply with any of the Policies hereunder, or violated any applicable law, Triune may, along with other actions, prohibit your access to the Site without notice or liability. **Prohibited conduct** includes, but is not limited to the following:

- Impersonation of any person or entity or misrepresentation of your affiliation with any other person or entity, whether actual or fictitious, including anyone from the Site, Triune, its employees, contributors, members, directors and/or contractors or otherwise affiliated with Triune;
- Insert any of Triune's Marks or Content into your or any third party's advertising, branding or other promotional content;
- Obtain or attempt to gain unauthorized access to the Site, linked payment systems or Triune's computer systems, materials, or information by any means;
- Engage in any automatic or unauthorized means of accessing the Site, making donations, contacting Triune, sending email communications to Triune employees or staff, or securing personal information about Triune employees or staff, including by unlawful access to information residing on any server or database connected to the Site;
- Tamper with, "hack," illegally or improperly access or use the Site or its features in such a way as could interrupt, damage, disable, overburden or impair the Site or interfere with any other party's access to the Site, including any activity intended to "flood" the servers hosting the Site;
- Violate of Triune's intellectual property rights, proprietary rights, or legal rights or the rights any third party;
- Send, exhibit or provide to any Triune employees, staff, members or guests any objectionable, offensive, obscene, derogatory, defamatory, discriminatory, false, harmful, hurtful, violent, profane, or sexually suggestive behavior, comments or communications, any behavior, comments or communications constituting "hate" speech, any behavior, comments or communications exhibiting gross and intentional disregard for the feelings of others or oneself, or any behavior, comments or communications tending to disregard the rights and values embodied in the Communications Decency Act, Constitution, common law, federally and state-enacted legislation prohibiting slander, libel, and defamation, or any other applicable law or regulation; or
- Attempt (or encourage or support anyone else's attempt) to circumvent, reverse-engineer, damage, decrypt, or otherwise alter, or interfere with, the Site or its services.

Such violations of Triune's Policies or applicable laws or regulations are subject to criminal and civil penalties and Triune reserves the right to seek any and all available remedies and damages to the fullest extent permitted by law.

Links to Third-Party Sites.

The Site contains links to third party commerce or other sites ("**Third Party Sites**"). Visitors using these links should understand that they are leaving the Site and that such links and Third Party Sites are not under Triune's control and Triune is not responsible for their operation nor assumes any related responsibility or liability. You should exercise your own judgment in evaluating and using these websites..

Disclaimer and Limitation of Liability.

Triune administers, controls and operates the Site from its offices in Greenville, South Carolina. While the Site is accessible throughout North America, and possibly world-wide, it may not be available to all persons due to territorial laws or geographical restrictions. Further, the availability of the Site in any given territory does not constitute Triune's determination that the Site is appropriate or may be legally accessed in such territory and Triune makes no such representation. Any visitor accessing, browsing or using the Site does so on his/her own initiative and risk. Any requests for donations or volunteer support or invitations to communicate with, participate in, or attend Triune programs or activities are void where prohibited. Any Triune Content containing information, invitations, instructions, suggestions, directions, advice, or

comments are of a general nature only and each visitor is responsible for determining whether such are applicable or advisable to his/her specific situation. Triune specifically disclaims any liability for any visitor's action or decision to refrain from action based on any interpretation of Triune Content. In addition, Triune makes no warranty that the Site will meet any visitor's system requirements or guarantees the accuracy, timeliness, correctness, completeness, or performance of the Site or Triune Content. Triune does not warrant that the Site or Site Content will be available, secure, uninterrupted, or operated free of delays in transmission, failure of performance, viruses, or defects. Under no circumstances will Triune be liable for any direct, indirect, special, punitive, incidental or consequential damages arising out of or in connection with any visitor's use of the Site or delay or inability to use the Site, or for any information, software, products or services obtained through the Site, or otherwise arising out of the use of the Site, even if advised of the possibility of such damages.

Notification of Claims.

In the event of any Claim in connection with the Site, Triune Content, Triune Marks, or any of the Policies set out herein, prompt written notice ("**Notice**") must be provided to:

Triune Mercy Center.
222 Rutherford Street
Greenville, SC 29609 233-8020
Telephone: (864) 233-8020
Attn: Deb Richardson-Moore

Notice must include:

1. A physical or electronic signature of the person authorized to act on behalf of the claimant;
2. Detailed description of the Claim, including identification of rights alleged to be violated;
3. Identification of specific section(s) of Site giving rise to the Claim;
4. Claimant's contact information, including physical and email address and telephone number; and
5. A statement that the Claimant has a good faith belief that the Claim is supported in both law and fact under penalty of perjury.

Modification, Suspension, Termination and Assignment.

Triune reserves the right to modify, suspend or terminate the Site at any time, in its sole discretion, temporarily or permanently, for any or no reason and without notice.

Governing Law, Jurisdiction and Entire Agreement.

The laws of the State of South Carolina and the United States of America, without regard to the principles of conflict of laws, will govern use of the Site, these Policies and all matters relating to access to and/or use of the Site, with exclusive jurisdiction and venue in the state and federal courts seated in Greenville County, South Carolina and the appropriate appellate courts in any related action or proceeding. Any rights not expressly granted in these Policies are reserved to Triune.

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