Terms and Conditions for the Use of the St. Timothy's Lutheran Church Website

Legal Disclaimer

This website is provided "as is" without warranty of any kind, either expressed or implied. There is no guarantee that the website will operate smoothly or without interruption.

This website could include technical inaccuracies or typographical errors. Changes are periodically added to the information on the website. St. Timothy's Lutheran Church may make improvements and/or changes in the services and/or the program(s) described on this website at any time and without advance notice.

Limitation of Liability

The user of this website acknowledges that:

- St. Timothy's Lutheran Church is not liable for any error, inaccuracy, harmful components (e.g., viruses or malware) or unreliability of website content.
- St. Timothy's Lutheran Church is not liable for any loss or damage the user may incur due to use of or reliance on the website content, information provided through the website, third-party content or third-party services (e.g.,hosting).
- Users release and discharge St. Timothy's Lutheran Church from any claims or liability.

There are websites linked to and from this site that are operated by organizations outside of St. Timothy's Lutheran Church. Those organizations are solely responsible for the operation and information found on their respective websites. The linking to or from this site does not imply any endorsement by St. Timothy's Lutheran Church of these websites.

St. Timothy's Lutheran Church does not assume and is not responsible for any liability whatsoever for the linking of any of these linked websites, the operation or content of any of the linked websites, nor for any of the information, interpretation, comments or opinions expressed in any of the linked websites. Any inquiries regarding the content of these linked web sites are to be directed to the particular organization for whom the particular website is being operated.

CanadaHelps (<u>https://www.canadahelps.org/en/</u>) hosts our online donation services. When you make an online donation, they will ask for personal information including your name; e-mail and mailing addresses; telephone number; credit card number, type, and expiration date. They will use this information only for matters related to your online donation. See <u>https://www.canadahelps.org/en/terms-of-use/</u> and <u>https://www.canadahelps.org/en/privacy-policy/</u> for how they also honour the privacy of online transactions.

Indemnity

The user of this website agrees to indemnify the St. Timothy's Lutheran Church for any liability, claims, damages etc. incurred as a result of the user's use of the website, including online conduct/misconduct on the part of theuser.

Protection of Personal Information

St. Timothy's Lutheran Church is committed to protecting the privacy of your personal information. Personal information is collected, used, maintained, and disclosed in compliance with the principles of the St. Timothy's Lutheran Church Protecting Personal Information Policy and Policy Compliance Practices. This policy and practices describe how we meet the requirements of the Personal Information Protection and Electronic Documents Act (PIPEDA), and other applicable federal and provincial privacy legislation.

We use MailChimp to host and manage our bulk electronic communications. When you subscribe to one of our communications (The Herald, Communique, etc.), we ask for your name and a valid e-mail address. This is the minimum amount of information we need to fulfill your subscription request.

All newsletters have an option that allows you to cancel or modify your subscription preferences at any time. "Unsubscribe" requests are fulfilled promptly, and no further communications will be sent to you. We WILL NOT make any personal information about our subscribers available to any third party except as required by law. MailChimp's privacy policy (now owned by Intuit - <u>Intuit®: Privacy | Privacy Statement</u>) outlines what specific information is gathered on their site and how that information is used.

St. Timothy's Lutheran Church, through its website hosting service provider (Churchweb Support - <u>https://www.churchwebsupport.com/</u>) collects and uses the information contained within an automatically generated log of all traffic on our website. Various tracking codes are included in all pages on our websites for use with their analytics software. The information collected may include but not limited to IP addresses, browser types, device type, pages viewed, city/province/country of the visitor, network used, and how often you visit our site. Churchweb Support uses this information in an aggregate form to calculate overall site traffic patterns, to analyze user trends, and to administer the website. Individual traffic patterns will not be disclosed to any third party except as required by law. See

https://my.churchwebsupport.com/index.php/knowledgebase/38/Terms-of-Service.html and https://my.churchwebsupport.com/index.php/knowledgebase/35/Privacy-Policy.html for additional information.

Protection of Intellectual Property (IP)

The user of this website agrees that:

- all website content and IP is owned by or licensed to St. Timothy's Lutheran Church, the IP is the exclusive property of t St. Timothy's Lutheran Church or its licensors and the IP is protected by applicable laws.
- the user will only use the website content/IP for personal, non-commercial use and in compliance with these T&C's.
- the user will not copy, reproduce, create derivative works or make any other use of the IP without prior written permission of St. Timothy's Lutheran Church.

All photos and images on this website are the property of St. Timothy's Lutheran Church, or used with permission.

Rules for Acceptable Use

The user agrees not to use the website or any of its content in a manner that would harm St. Timothy's Lutheran Church or anyone else or that violates any laws, for example:

- violating other users' privacy,
- viewing, saving, distributing, sending, posting offensive, explicit, violent, inappropriate, disrespectful, harassing, intolerant materials,
- malicious activities (e.g., spreading viruses or hate mongering),
- circumventing or attempting to breach security systems or networks, or
- infringing IP on the website.

Jurisdiction

The website is governed by the laws of Province of Ontario. Any dispute arising from the use of the website shall be governed by the laws of the Province of Ontario. St. Timothy's Lutheran Church makes no representation that the website complies with the laws of any other jurisdiction.