



TheChristianDirectory.Net

TERMS AND CONDITIONS OF USE

Version 2.0

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Welcome to TheChristianDirectory.Net, an online directory of Christian-friendly resources and links. TheChristianDirectory.Net allows users to view posted testimonies and post comments along with those we provide. Registered-users can take advantage of many other features offered on TheChristianDirectory.Net, including the ability to add listings to our "Basic" and "Premier" online directory. The website, TheChristianDirectory.Net is owned and operated, and is doing business as TheChristianDirectory.Net, which is headquartered in Victor, New York 14564.

ACCEPTANCE AND AGREEMENT:

By accessing and/or using the TheChristianDirectory.Net website and the content, features, applications, and services offered in connection with TheChristianDirectory.Net (collectively, the "Site") you agree to be bound by these Terms of Use and the terms and conditions of the TheChristianDirectory.Net PRIVACY POLICY and incorporated into these Terms of Use (collectively, this "Agreement"). As a user of the Site, you represent and warrant that you have the right, capacity and authority to enter into this Agreement and will abide by its terms and conditions. If you do not agree with the terms and conditions of this Agreement, then you should not access or use the Site.

This Agreement applies to all users of the Site, including individuals who register with the Site ("Registered Individual Users") and Christian ministries that register with the Site ("Registered Ministry Users"). The term "user" refers to Registered Individual Users, Registered Ministry Users and anyone else who accesses or uses the Site. TheChristianDirectory.Net may modify this Agreement from time-to-time without notice, and such modification shall be effective upon posting to the Site. Registered Ministry Users are bound only by the terms of use that are found here at the time that they decide to list with us and/or enter into any other formal agreement relating to the products and/or services available through TheChristianDirectory.Net and the associated website. We reserve the right to modify the terms of use at any time, and for any reason, in which case they will only apply to future arrangements and/or agreements that relate to our products and/or services.

REGISTERED USERS:

In order to register with the Site as a Registered Individual User or a Registered Ministry User, you must be at least fourteen (14) years old. Users younger than fourteen (14) are not allowed to view the site, except under the supervision of a parent or guardian. Your eligibility to register is automatically void where prohibited by law. You affirm that all information you provide in registering with the Site is true and complete. Commercial businesses may not register with the Site unless they are pre-approved by TheChristianDirectory.Net. TheChristianDirectory.Net reserves the right to charge for your registration and for your access to certain content or services on the Site, as may be specified from time-to-time on the Site. In addition, in order to be eligible to register as a Registered Ministry User, you must be the

authorized representative of a Christian ministry actively carrying out its mission with a minimum of twelve (12) parishioners. Your registration will take effect upon acceptance of your registration form by TheChristianDirectory.Net. Other terms and conditions may apply to your registration as posted from time-to-time on the Site. You may terminate your registration at any time, for any reason by following the instructions on the Manage Your Account within the sub-directory "User Registration - Close Account". TheChristianDirectory.Net reserves the right to reject and to terminate your registration and use of our Site at any time, for any reason without notice to you. If TheChristianDirectory.Net terminates your registration or locks out your use because TheChristianDirectory.Net has determined that you have breached this Agreement, you will not be entitled to any refund of your unused registration or "Premium" services fees, if any.

RIGHTS TO CONTENT:

Users retain any rights they have in photos, videos, audio files, text and other materials they submit to the Site or transmit to other users through the Site ("User Submissions"). TheChristianDirectory.Net retains full ownership or license rights to all other software, content and materials contained within the Site, including without limitation, graphics, text, scripts, photos, sounds, videos, and music ("Content") and to all patents, copyrights, trademarks, service marks and other proprietary rights in and to the Site and the Content. Content and User Submissions are provided for your personal, non-commercial use only as permitted by the Site and may not be accessed, used, modified, performed, displayed, reproduced, copied, published, transmitted, distributed, sold, transferred, licensed or exploited for any other purpose without the prior written consent of the respective owners. If you download, transmit, print or copy Content or User Submissions, you must retain all copyright and proprietary notices contained therein. You agree not to circumvent, disable or interfere with the security and use restriction features of the Site.

USER SUBMISSIONS:

By submitting your User Submissions to the Site, you hereby grant to TheChristianDirectory.Net a non-exclusive, royalty-free, sub-licensable, transferrable and worldwide license to access, use, modify, perform, display, reproduce, copy, prepare derivative works of, transmit, publish and distribute your User Submissions, and all patents, copyrights, trademarks and other proprietary rights therein, in connection with the Site and the business of TheChristianDirectory.Net, including without limitation for promoting, transmitting and distributing the Site, or any part or derivative thereof, in and through any media and channels. You also hereby grant to each user of the Site a non-exclusive, royalty-free, worldwide license to access, use, modify, perform, display, reproduce, copy, prepare derivative works of, transmit, publish and distribute your User Submissions for their personal, non-commercial use as permitted through the services and functionality of the Site. You are solely responsible for your own User Submissions and the consequences of your User Submissions being posted on and distributed through the Site.

You represent and warrant that: (a) you have all rights in and to your User Submissions (whether through ownership or licenses, consents, and permissions from the owner) required for (i) you to lawfully submit your User Submissions to the Site and grant the rights to your User Submissions provided in this Agreement, and (ii) your User Submissions to be posted and transmitted to and through the Site for the purposes contemplated by the Site and this Agreement; (b) you have all required licenses, consents, releases and/or permissions to use the name and/or likeness of each identifiable individual person in your User Submissions in the manner contemplated by the Site and this Agreement, and (c) the posting and transmission of your User Submissions on and through the Site for the purposes contemplated by the Site and this Agreement does not violate the privacy rights, publicity rights, copyrights, patents, trademarks, contract rights or any other rights of any person or entity.

COPYRIGHT POLICY:

TheChristianDirectory.Net prohibits the submission of any copyrighted material without the user first obtaining the prior written consent of the copyright owner. If you are a copyright owner or an agent thereof and believe any User Submission or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act by providing our Copyright Agent with the following information in writing [see 17 U.S.C. Section 512(c)(3) for further details]:

- (a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (b) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- (c) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
- (d) Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail address;
- (e) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (f) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

TheChristianDirectory.Net's designated Copyright Agent to receive notifications of claimed infringement is:

Maria A. Shea
d/b/a TheChristianDirectory.Net
50 West Main Street
Victor, New York 14564
(Online "Contact")

PROHIBITED CONTENT:

You agree not to submit or post any User Submission to the Site, or transmit any User Submission through the Site, that (a) is contrary to the evangelization of Jesus Christ and His teachings, or constitutes blasphemy, or is otherwise offensive to our online Christian community, (b) violates any patents, copyrights, trademarks or other intellectual property rights, (c) is illegal, obscene, pornographic, defamatory, or libelous, (d) is abusive, hateful, harassing, or threatening, (e) promotes bigotry, racism, or hatred against any group or individual, (f) is false, misleading or constitutes a misrepresentation, (g) encourages conduct that could be illegal or give rise to civil liability or is otherwise inappropriate, or (h) promotes the exploitation of, or solicits information from, any person under the age of eighteen (18). You understand and agree that TheChristianDirectory.Net reserves the right to review, edit, block, and delete any of your User Submissions for any reason at any time without notice, including without limitation, if TheChristianDirectory.Net determines in its sole discretion that a User Submission is prohibited as provided above or otherwise violates this Agreement.

USE OF WEBSITE - COMMERCIAL USE:

TheChristianDirectory.Net's website is meant for ministry and personal use, as well as commercial advertising, activities, or endeavor or the sale of any services or products and are subject to any formal agreements or arrangements.

You agree not to: (a) initiate or operate any sweepstakes, contests, advertising barter or pyramid schemes on or through the Site; (b) solicit personal identifying information for commercial or unlawful purposes from other users; (c) transmit any form of chain letters or junk e-mail to other users; (d) use any information obtained from or through the Site (i) to abuse, harass, or harm another person, (ii) for any illegal activity, or (iii) without our prior written approval, to advertise to, contact for commercial purposes, solicit, or sell to any other user; (e) use the Site for, or conduct on or through the Site, any illegal and/or unauthorized activities; or (f) establish any unauthorized framing of or linking to the Site.

TheChristianDirectory.Net reserves the right to restrict the number of e-mails which a user may send to other users in any twenty-four (24) hour period to a number which TheChristianDirectory.Net deems appropriate in its sole discretion. If you send unsolicited bulk e-mail, instant messages or other unsolicited communications of any kind through the Site you acknowledge that you will have caused substantial harm to TheChristianDirectory.Net that will be difficult, if not impossible, to ascertain. As liquidated damages for such harm, you agree to pay TheChristianDirectory.Net twenty-five dollars (\$25.00) for each such unsolicited e-mail or other unsolicited communication you send through the Site. Such liquidated damages shall be in addition to any and all other rights, remedies and damages to which TheChristianDirectory.Net may be entitled to under this Agreement, at law or in equity.

While TheChristianDirectory.Net assumes no responsibility for monitoring the Site, it will, when it deems it appropriate, investigate activity in connection with the Site that TheChristianDirectory.Net believes may be illegal, unauthorized or a breach of the terms of this Agreement. If deemed appropriate by TheChristianDirectory.Net, it will initiate appropriate legal action with respect to such activities, including without limitation, criminal, civil and injunctive redress.

TheChristianDirectory.Net reserves the right to restrict your activity on, and/or block your access to, the Site at any time, for any reason without notice to you.

DISPUTES BETWEEN USERS:

The resolution of disputes that may arise between users is the sole responsibility of the users, and TheChristianDirectory.Net has no liability or obligation with respect to any such disputes.

DISCLAIMERS:

TO THE FULLEST EXTENT PERMITTED BY LAW, THE SITE, CONTENT AND USER SUBMISSIONS ARE PROVIDED "AS-IS" AND TheChristianDirectory.Net EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SITE, CONTENT AND USER SUBMISSIONS AND YOUR USE THEREOF. TheChristianDirectory.Net DOES NOT GUARANTEE ANY SPECIFIC RESULTS FROM THE USE OF OUR WEBSITE OR SERVICES. THE WEBSITE MAY NOT BE AVAILABLE TEMPORARILY FROM TIME-TO-TIME FOR MAINTENANCE PURPOSES OR OTHER REASONS.

TheChristianDirectory.Net DISCLAIMS ANY AND ALL RESPONSIBILITY AND LIABILITY FOR (A) ANY INACCURACIES, ERRORS OR OMISSIONS IN ANY CONTENT OR USER SUBMISSIONS POSTED ON OR ACCESSED THROUGH THE SITE OR IN ANY CONTENT OF ANY OTHER WEB SITE LINKED TO THIS SITE, (B) ANY INTERRUPTION, OMISSION, ERROR, DELAY IN OPERATION, DELETION, DEFECT, COMMUNICATIONS LINE FAILURE, DESTRUCTION, THEFT OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF THE SITE, ANY CONTENT, OR ANY USER SUBMISSIONS, (C) THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER

OF THE SITE, (D) ANY TECHNICAL MALFUNCTIONS OR PROBLEMS OF ANY TELEPHONE NETWORK OR LINES, COMPUTER ONLINE SYSTEMS, COMPUTER EQUIPMENT, SERVERS OR PROVIDERS, SOFTWARE, FAILURE OF VIDEO PLAYS DUE TO TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET OR ANY WEBSITE, OR ANY COMBINATION THEREOF, (E) ANY PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM YOUR ACCESS AND USE OF THE SITE, CONTENT, OR USER SUBMISSIONS OR YOUR INTERACTION WITH OTHER USERS, (F) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND THE INFORMATION CONTAINED THEREON, INCLUDING WITHOUT LIMITATION, USER INFORMATION, AND (G) ANY BUGS, VIRUSES, TROJAN HORSES, WORMS, OR OTHER DESTRUCTIVE, DISABLING OR MALICIOUS PROGRAMS, CODES, SUBROUTINES OR THE LIKE THAT ARE TRANSMITTED THROUGH THE SITE.

TheChristianDirectory.Net ASSUMES NO RESPONSIBILITY FOR MONITORING THE SITE AND DOES NOT ENDORSE ANY USER SUBMISSION OR ANY OPINION, STATEMENTS OR ADVICE EXPRESSED THEREIN. TheChristianDirectory.Net EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION WITH YOUR ACCESS AND USE OF THE SITE, CONTENT, AND USER SUBMISSIONS AND YOUR INTERACTION WITH OTHER USERS. YOU AGREE THAT YOUR ACCESS AND USE OF THE SITE, CONTENT AND USER SUBMISSIONS AND YOUR INTERACTION WITH OTHER USERS IS UNDERTAKEN AT YOUR OWN RISK.

THE SITE IS OPERATED AND PROVIDED BY TheChristianDirectory.Net FROM ITS FACILITIES IN THE UNITED STATES OF AMERICA. TheChristianDirectory.Net DOES NOT REPRESENT OR WARRANT THAT THE SITE COMPLIES WITH THE LAWS OF THE JURISDICTION FROM WHICH YOU MAY BE ACCESSING THE SITE THROUGH THE INTERNET. YOU ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH YOUR LOCAL LAW. YOU AGREE THAT (A) THE SITE SHALL BE DEEMED SOLELY BASED IN THE STATE OF NEW YORK, AND (B) THE SITE IS A PASSIVE WEBSITE THAT DOES NOT GIVE RISE TO PERSONAL JURISDICTION OVER TheChristianDirectory.Net IN ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.

LIMITATION OF LIABILITY:

IN NO EVENT SHALL TheChristianDirectory.Net OR THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND ASSIGNS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, TORT OR OTHERWISE, ARISING FROM YOUR ACCESS OR USE OF THE SITE, CONTENT OR USER SUBMISSIONS OR YOUR INTERACTION WITH OTHER USERS, EVEN IF TheChristianDirectory.Net HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE LIABILITY OF ANY MEMBER OF OUR GROUP TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO TheChristianDirectory.Net FOR YOUR REGISTRATION WITH THE SITE AND YOUR USE OF OUR SERVICES DURING THE TERM OF YOUR USE. NO CAUSE OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SITE, CONTENT OR USER SUBMISSIONS MAY BE BROUGHT BY ONE (1) PARTY AGAINST THE OTHER PARTY MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION ACCRUED. THIS LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR".

INDEMNITY:

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS TheChristianDirectory.Net AND THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSEES AND ASSIGNS, AND ALL OTHER USERS FROM AND AGAINST ANY AND ALL ROYALTIES, FEES, DAMAGES, PENALTIES, CLAIMS, COSTS AND

LOSSES ARISING IN CONNECTION WITH ANY OF YOUR USER SUBMISSIONS OR YOUR BREACH OF ANY OF THE TERMS OF THIS AGREEMENT.

DISPUTES:

YOU AGREE TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE FEDERAL AND STATE COURTS IN ONTARIO COUNTY, NEW YORK TO ADJUDICATE ALL CLAIMS, CONTROVERSIES AND DISPUTES THAT MAY ARISE BETWEEN YOU AND ANY MEMBER OF OUR GROUP, PROVIDED THAT EITHER YOU OR TheChristianDirectory.Net MAY DEMAND THAT SUCH DISPUTES BE SUBJECT TO BINDING ARBITRATION HELD IN CANANDAIGUA, NEW YORK BEFORE ONE ARBITRATOR IN ACCORDANCE WITH THE ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, SUBJECT TO EACH PARTY'S RIGHT TO SEEK INJUNCTIVE RELIEF IN A COURT OF COMPETENT JURISDICTION.

GENERAL:

This Agreement will be governed by the substantive laws of the United States of America and the State of New York (without giving effect to any choice-of-law rules that may require the application of the laws of another jurisdiction). This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, superseding any previous or contemporaneous representations, understandings or agreements with respect thereto. There is no partnership, employee-employer, agency, franchisor-franchisee or joint venture relationship between TheChristianDirectory.Net and any user. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect. The failure of TheChristianDirectory.Net to enforce any of the terms of this Agreement or exercise any of its rights under this Agreement shall not constitute a waiver of such terms or rights. No waiver of any of the terms or rights in this Agreement shall be deemed a further or continuing waiver of such terms or rights.

Any questionable and/or severely flawed theology that cannot easily be supported by The Holy Scriptures (The Holy Bible - God's Holy Word), will not be reflected on or listed with TheChristianDirectory.Net. Here are some examples of what we mean by "questionable and/or severely flawed theology":

MORMONISM ~ The Church of Jesus Christ of Latter-Day Saints (LDS)

We are open to listing Mormon(LDS) run business's but we are excluding anything that relates to the missions, ministries, religious organizations, doctrines, readings or churches of the Mormon (LDS) religion from listing approvals with TheChristianDirectory.Net. We are in no position to say who is, or who is not a "Christian", however we are in a position to decide what we believe to be sound "Christian" doctrine and practices based in Scripture, and we do NOT want to be knowingly steering people in the wrong direction in what we choose to list. We will change this policy if or when, by way of Biblical Scripture, it can be PROVEN that Joseph Smith, recognized as the Founder of this religion, was and is in fact a TRUE prophet of God. Until then, and we mean no offense in saying this, we will continue to consider The Book of Mormon, and its teachings, a mere work of fiction.

PAPAL CATHOLICISM ~ Roman Catholicism

We are open to listing Roman Catholic run business's but we are excluding anything that relates to the missions, ministries, religious organizations, doctrines, readings or churches of the Roman Catholic religion from listing approvals with TheChristianDirectory.Net. We are in no position to say who is, or who is not a "Christian", however we are in a position to decide what we believe to be sound "Christian" doctrine and practices based in Scripture, and we do NOT want to be knowingly steering people in the wrong direction in what we choose to list. This in part is why we are excluding anything that relates to the missions, ministries, religious organizations, doctrines, readings, or churches of Papal Catholicism

(Catholicism/Roman Catholicism - any subscribing to papal authority) religion from listing approvals with TheChristianDirectory.Net. We will change this policy if and when, we see that similar directories like The Catholic Courier and The Catholic Directory begin to include Protestant Christian teachings, missions, ministries, religious organizations, doctrines, readings and/or churches. As Protestant Christians, we believe this will be the only way to remain consistent and fair.

Again - By way of the above criteria/policies, we are in no way trying to judge who is and who is not a Christian - nor are we qualified to do so. That is for God alone. SOLI DEO GLORIA!

REFERRAL BOOSTER PROGRAM - Terms of Use:

In the event a person and/or entity referred does not indicate who referred them at the time of their listing data entry, then the referral promotional credits will go to the first person. In the event the same person or entity has been referred by more than one (1) person or entity, and the person or entity referred pays for a listing and/or advertisement, any promotional credit goes to the person or entity who/that referred them to us first.

Promotional credits cannot be converted into cash payment compensations. They may only be used toward the purchase of listings and/or other paid-advertising options; OR, upon approval, they may, if desired, be transferred to either a new or another current lister/referral individual and/or entity whom you wish to give some of your promotional credits to by way of sponsoring (or simply gifting) them and/or their entity.

In cases of transferring promotional credits (as mentioned just above), a special request for approval must be submitted using our "Sponsor A Listing" form, advising us of whom (lister/advertiser's name AND name of entity, etc.) you wish to transfer your and/or your entity's promotional credits to.

Unless otherwise specified, the 'Referral Booster Program' cannot be used with any other promotional offers. From time-to-time, the Staff behind TheChristianDirectory.Net will offer special COMBINATION offers - 'Referral Booster Program' WITH other promotions. These, and any other promotional offers, will be advertised publicly on TheChristianDirectory.Net Facebook fan page, here on the website, and possibly by other means, as appropriate.