

TERMS of USE and PRIVACY POLICY

Welcome to First United Methodist Church in Sheridan, WY. We take your privacy and the privacy of others very seriously, and we seek to uphold high standards of compliance with use of information and materials via the Internet. Therefore, we encourage you to review our Terms of Use and Privacy Policy. If you have any questions, please contact church office at office@fumcsheridanwy.org.

TERMS of USE

Copyright.

This site and all material contained in this site is protected by copyright unless otherwise indicated. This includes text, graphics, logos, buttons, icons and images. Such material may not be used except as provided in these terms and conditions without the express written permission of the First United Methodist Church. We grant you permission to download material displayed on this site for your personal, noncommercial use only, provided that you retain all copyright and other ownership notices contained on the materials. You may not, however, distribute, modify, transmit, reuse, report, or use the contents of the site for public or commercial purposes. This includes the use of any text, images, audio and video without express written permission of the First United Methodist Church. The images of people or places displayed on this site are either owned by the First United Methodist Church or are used with permission. The use of these images by you, or anyone else authorized by you, is prohibited unless specifically permitted by these Terms of Use or specific permission provided elsewhere. Any unauthorized use of these images may violate copyright laws, trademark laws, the laws of privacy and publicity, and/or communications regulations and statutes.

Disclaimers of Warranties and Limitations on Liability.

This site is provided to you on an "as is" basis. The First United Methodist Church makes no representations or warranties of any kind, express or implied, as to the operation of this site or to the information contained therein. This includes, but is not limited to, the text, graphics, audio, icons, buttons, images, and products contained on this site. The First United Methodist Church fully disclaims, to the full extent permissible under applicable law, all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. The First United Methodist Church, nor any other person or entity involved in creating, producing or delivering this site, shall not be liable for any damages of any kind arising from the use of this site, including, but not limited to, direct, indirect, incidental, punitive, and consequential damages. This limitation of liability applies without limitation to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behavior, negligence, or under any other cause of action. The First United Methodist Church also assumes no responsibility and shall not be liable for any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing in this site, or of your downloading of any materials, data, text, images, video, or audio from this site. The First United Methodist Church assumes no responsibility or liability arising from the content of this site, as well as any off-site pages or additional sites linked to this site, for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger or inaccuracy contained therein. The First United Methodist Church will fully cooperate with any law enforcement authorities or court order requesting or directing the disclosure of the identity of any person positing any such information or materials.

Accuracy of Web Sites Including Future Revisions.

The First United Methodist Church uses reasonable efforts to include accurate, up-to-date information on this site. The First United Methodist Church makes no warranties or representations as to its accuracy. The First United Methodist Church assumes no responsibility or liability for any errors or omissions in the content of this site. The First United Methodist Church neither warrants nor represents that your use of materials on this site will not infringe rights of third parties not owned by or affiliated with the First United Methodist Church.

Links.

As a courtesy to you, this site offers links to other websites. Some of these sites may be affiliated with the First United Methodist Church, while others are not. The First United Methodist Church has not reviewed all of the sites nor the entirety of any single site linked to and from this site and is not responsible for the contents of any off-site pages. Visiting any off-site pages or other sites is at your own risk.

Confidential Information.

DO NOT SEND ANY CONFIDENTIAL INFORMATION TO THIS SITE. Any communication or material that you transmit to this site by electronic mail or otherwise, including any data, questions, comments, suggestions, or the like is and will be treated as non-confidential and non-proprietary. Furthermore, you agree that such information is non-confidential and non-proprietary. Therefore, anything that you transmit or post to this site may be used by the First United Methodist Church or its affiliates for any purpose, including, but not limited to reproduction, disclosure, transmission, publication, broadcast, and posting. Furthermore, the First United Methodist Church is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to this site for any purpose whatsoever. The First United Methodist Church does not condone copyright infringement and will not tolerate such infringement by its users. Accordingly, the First United Methodist Church may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who may be infringing the intellectual property rights of others. We may modify or discontinue services or your account with us, with or without notice, without liability to you, any other user or any third party. We reserve the right to terminate your account if we learn that you have provided us with false or misleading registration information, interfered with other users or the administration of the First United Methodist Church site, or violated these Terms of Use.

Dealing with Advertisers or Other Third Parties.

Your correspondence or business dealings with, or participation in promotions or contests of, advertisers or other third parties (which are entities other than the First United Methodist Church) found on or through this site, including payment and delivery of related goods and services together with any other terms, conditions, warranties or representations associated with such dealings, are solely between you and that advertiser or third party. You agree that the First United Methodist Church shall not be liable or responsible for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or third parties on this site.

User Conduct.

You understand that you are the sole person that is responsible for any and all information that you post, upload, email or transmit to or from this site, including, but not limited to, all information, data, text, software, music, sound, photographs, graphics, video, audio, messages, or other material. You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane materials or any material that could constitute or

encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law. You are prohibited from collecting or storing personal information about other users and from stalking or harassing another. Furthermore, you are prohibited from engaging in any conduct that is harmful to minors in any way.

All interactive communications (email, chat, discussion forums, etc.) even though intended for a private audience, are subject to public access. Although we reserve the right to remove without notice any postings for any reason, we have no obligation to delete content that you may find objectionable or offensive. Information and opinions expressed in posts to this site or other interactive communications are not necessarily those of the First United Methodist Church. Users alone are responsible for the contents of the messages and materials posted when using our services as well as the consequences of any such messages or materials.

Notwithstanding, you agree not to use the First United Methodist Church to:

- upload, publish, post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, infringing, tortuous, profane, defamatory, vulgar, obscene, pornographic or sexually explicit, indecent, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable to the First United Methodist Church;
- upload, publish, post, email, transmit, distribute, disseminate or otherwise make available content that violates laws or regulations designed to protect minors;
- impersonate any person or entity, including, but not limited to, the First United Methodist Church Site Administrator, its forum leaders, guides or hosts, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the First United Methodist Church;
- upload, publish, post, email, transmit, distribute, disseminate or otherwise make available any content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- upload files that contain software or other material protected by intellectual property laws (or by rights of privacy and publicity) unless you own or control the rights thereto or have received all necessary consents;
- upload, publish, post, email, transmit, distribute, disseminate or otherwise make available any content that infringes any patent, trademark, trade secret, copyright or other proprietary right ("Rights") of any party;
- upload, publish, post, email, transmit, distribute, disseminate or otherwise make available any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, surveys, contests or any other form of solicitation;
- advertise or offer to sell or buy any goods or services for any personal or business purpose, unless the First United Methodist Church specifically allows such messages;
- intentionally upload, publish, post, email, transmit, distribute, disseminate or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware on telecommunications equipment;
- disrupt the normal flow of dialogue, cause a screen to scroll faster than other users of the Online Learning Center are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;

- interfere with or disrupt the First United Methodist Church or servers or networks connected to the First United Methodist Church, or disobey any requirements, procedures, policies or regulations of networks connected to the First United Methodist Church;
- intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
- defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; or
- harvest, collect or store information about others, including email addresses, without their consent.

Indemnity.

You agree to indemnify and hold the First United Methodist Church, its subsidiaries and affiliates, agents, volunteers, officers, directors, or other employees harmless from any claim or demand, including reasonable attorneys' fees, made by anyone due to or arising from content you submit, post, transmit, or make available through this site, your use of this site, your connection to this site, your violation of these Terms of Use, or your violation of any rights of another. These Terms of Use will be governed by and construed in accordance with the laws of the State of Wyoming. Any action brought to enforce this agreement or matters related to the site shall be brought in either the state or federal courts of Wyoming. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms of Use to be unenforceable, the remainder of the Terms of Use will continue in full force and effect. These Terms of Use constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of the Terms of Use will be effective only if in writing and signed by the First United Methodist Church.

PRIVACY POLICY

Personal information and interactive features.

Certain features of the First United Methodist Church may require you to register personal information and create a username and password. You are responsible for maintaining the confidentiality of your account username and password and are responsible for all uses of your account, whether or not actually or expressly authorized by you. The First United Methodist Church grants you a non-exclusive, non-transferrable license to create an account for and use the First United Methodist Church in accordance with the Terms of Use. The First United Methodist Church and any associated documentation are and shall remain the sole and exclusive property of the First United Methodist Church. To enable the First United Methodist Church to protect its customers and respond to customer needs and complaints, you consent to allow the First United Methodist Church Site Administrator or his/her designee to access your account and records on a case-by-case basis to provide technical assistance and investigate complaints or other allegations or abuse. The First United Methodist Church shall not disclose the existence or occurrence of such an investigation unless required by law.

What type of information does the First United Methodist Church collect?

The First United Methodist Church collects two different types of information. One type is voluntary information, which you provide, such as registration information for course participation, or shipping and billing information when paying course fees. The other type of information the First United Methodist Church collects is user information provided by your computer each time you visit this site.

The information that the First United Methodist Church collects helps us to provide information and service to you. We may combine information from other sources with the information that we collect.

What does the First United Methodist Church do with the information that is collected?

Any information that you provide to the First United Methodist Church or that is obtained through this site may be used for church purposes. We may disclose your information to related or affiliated entities or to other church agencies for church purposes, but we will not sell, rent or lease your personal information to commercial entities. Any information that the First United Methodist Church may disclose to third parties (other than sister agencies) will only be released in the aggregate and will not contain any personally identifiable information. Aggregate information is useful for church statistics and marketing purposes. The First United Methodist Church will not otherwise disclose your name, address, email address or phone number without your express consent, unless disclosure is necessary to comply with laws or relevant legal proceedings. The First United Methodist Church or other church agencies may offer services to you such as chat rooms, message boards, or other similar discussion forums. Please be aware that any information you divulge in these arenas is deemed public information and is not protected.

What are cookies, and how are they used?

Cookies are bits of computer code that the First United Methodist Church places on your computer that can be accessed by our computer when you visit this site. Cookies allow us to collect information about you so that your experience on this site will be as customized as possible. Most computers will automatically receive cookies. You can prevent cookies from being placed on your computer by accessing your browser's preferences menu. However, disabling cookies will limit your ability to access some site content. We do not use cookies to obtain any personal information about you before or after you leave the First United Methodist Church.

How does linking to other sites affect my privacy protections?

As a courtesy, the First United Methodist Church provides links to other sites that are neither owned nor controlled by the First United Methodist Church. Some of these sites may use the First United Methodist Church logo. These third party sites, however, are NOT subject to or bound by the First United Methodist Church's Privacy Policy. Such third party sites may or may not have their own privacy policies and may or may not collect personal information from you or place cookies on your browser. The First United Methodist Church is not responsible for the privacy policies or any information collection practices of these sites or any damages resulting there from.

How does the First United Methodist Church protect the security of information collected about me?

The security of the information that you provide to us is very important to us. Consequently, we have taken several measures to protect your information. All transactions involving sensitive information, such as your credit/debit card number and expiration date, are conducted using a SSL (Secure Socket Layer) connection. This connection provides increased security to the information as it is transmitted to our site. In the event that our security system is breached, we will attempt to notify you as soon as possible.

How does the First United Methodist Church protect the privacy of children?

The First United Methodist Church is committed to protecting the privacy and safety of children. The First United Methodist Church does not knowingly accept personally identifiable information from children who are under the age of 13 without verifiable parental consent. If you have any questions or concerns about the protection of children's privacy, or if parents wish to deny consent and request that

the First United Methodist Church delete their child's information, please contact us via email, office@fumcsheridanwy.org.

The First United Methodist Church reserves the right to change or amend this policy.

The First United Methodist Church reserves the right to change, amend, or restate this policy. Therefore, you should revisit this page from time to time to determine the current policy. The First United Methodist Church will post any substantial changes in this privacy policy at least 30 days prior to implementation of the change. Any information collected under this current policy will remain bound by the terms of this privacy policy. After the changes take effect, all new information collected, if any, will be subject to the revised privacy policy.

Your affirmative consent to the First United Methodist Church's collection and use of personally identifiable information.

By using the First United Methodist Church site, you are giving us your express consent to use the information that we collect about you in the manner described in this policy.

Questions or concerns?

If you have questions or concerns about the Terms of Use or Privacy Policy, please contact us: First United Methodist Church, office@fumcsheridanwy.org.