

The City – TERMS OF USE

IMPORTANT NOTE: The Terms of Use has been updated as of March 18, 2010. Since this new version supersedes any previous version, you will need to agree to the new Terms of Use regardless of any prior agreement.

Updated: March 18, 2010

Note: These Terms of Use govern your use of content and services found on The City website (www.onthecity.org), including individual online community sites for churches which are hosted as separate subdomains of The City website (e.g., <https://XYZChurch.onthecity.org>), so please read through them carefully. These Terms of Use were updated as of the date above, and supersede all previous versions.

If you are required to open an account for a community site or to access content or services provided on The City website, please note that to be eligible to open an account, you must (1) be a natural person 13 years of age or older, (2) have parental consent if you are under 18 years of age, (3) not be prohibited under US law from receiving US origin products, and (4) if you are opening an account for a community site, meet any additional eligibility requirements the community site's sponsoring church may establish, such as being a member of or otherwise actively involved at the sponsoring church, or providing the parental consent in writing if you are under 18 years of age. If you do not meet all of these eligibility requirements, please do not attempt to open an account. The City website and its related community sites are intended for a general audience.

Welcome and Overview

Welcome to The City!

In addition to being the Internet home for The City ("The City"), a division of Zondervan Corporation, LLC. ("Zondervan"), The City website (www.onthecity.org) ("The City Website") includes a hosted web service platform that enables a church ("Sponsoring Church") to establish its own online community ("Community Site") to help bring together its congregation, visitors and others in service to the church and its ministry. This social fabric undergirds many forms of ministry and greatly enables local community, and also provides a platform for linking together similar communities around the world.

Each Community Site appears as a separate subdomain of The City Website (e.g., <https://XYZChurch.onthecity.org>). Most web pages and services of a Community Site require a user account before they may be accessed or used, although some content can be shared on Community Site pages that are accessible to the public such as The City Plaza (e.g., <http://XYZChurch.onthecity.org/plaza>) if the Sponsoring Church or users choose to do so. A

Sponsoring Church also may choose to "associate" with another Sponsoring Church, in which event, some non-public user information also may be shared with persons with user accounts for the other church's Community Site.

The Sponsoring Church has the sole responsibility for day-to-day administration of its Community Site, including account approval or rejection, and management of user information, user and church content and communications, and other services provided on the Community Site. The City does not have responsibility for day-to-day administration of a Community Site, but rather manages technical aspects of the Community Site for the Sponsoring Church and provides technical assistance to the Sponsoring Church as may be requested. In performing its administrative obligations, the Sponsoring Church's administrator for the Community Site, and other personnel authorized by the Sponsoring Church, will have access to account profile and other information of its registered users, and content and communications on or through its Community Site. The City also will maintain and have access to that information in connection with our hosting and other technical responsibilities.

Acceptance of Terms

By accessing or using content or services from The City Website, or opening an account for a Community Site, **you ("you" or "User") verify that you have read, understand, have satisfied all eligibility requirements of, and agree to be bound by and comply with, these Terms of Use ("Terms of Use")**, which includes additional guidelines, policies and rules applicable to The City Website and/or a Community Site.

In addition, by accessing or using content or services from a Community Site, or opening an account for a Community Site, you further agree to be subject to and comply with additional terms established by the Sponsoring Church which are applicable to its Community Site, if any, but only to the extent those additional terms are not inconsistent with these Terms of Use. The combined terms of use form legal contracts and govern your access and use of The City Website and a Community Site.

Zondervan and the Sponsoring Church each reserves the right to modify and update their respective terms of use at any time without notice to you, which will be effective as of the date the updated terms are posted or otherwise made available to you. You may review the most current version of The City Terms of Use by clicking on the "Terms of Use" hyperlink located at the bottom of The City web pages.

Privacy

The [Zondervan Privacy Policy](#) describes how Zondervan collects and uses personal information collected in connection with The City Website and Community Sites, and is an integral part of these Terms of Use. Sponsoring Churches will have their own separate policies that govern their collection and use of your personal information collected in connection with its Community Site.

The City Website and Community Sites are hosted in the United States, which may have different protections for personal information as the country where you or a Sponsoring Church

may be located. By providing personal information in connection with The City Website or a Community Site (including but not limited to opening an account), you consent to the use of personal information under the Zondervan Privacy Policy and the transfer of your personal information to the United States and to the country where the Sponsoring Church is located. You also acknowledge that the United States government, including its courts and law enforcement and regulatory agencies, may obtain disclosure of your personal information under the laws of the United States.

The Sponsoring Church's Rights and Free Exercise of Religion

A Community Site is an extension of the physical body of believers at the Sponsoring Church. Although a Sponsoring Church may permit non-members to open accounts to its Community Site, or share content on Community Site pages that are accessible to the public, by opening an account for the Community Site or otherwise participating in the Community Site, you agree to use the Community Site in accordance with the Sponsoring Church's intended purposes and guidelines for the Community Site. You acknowledge also that the Sponsoring Church, in addition to other rights, has the right, but not the duty, to communicate with other people within the body (whether members or non-members or visitors) regarding issues of common concern. Therefore you agree that Sponsoring Church, in its discretion, may take such action regarding your participation in its Community Site as it deems necessary or appropriate.

Account Registration and Security

If you are required to open an account for a Community Site or to access content or services provided on The City Website, you must complete the registration under your legal name with current, complete and accurate information required by forms provided as part of the registration process. You may not register for more than one account and may not register for an account on behalf of another person or for a group or legal entity.

You are responsible to maintain the confidentiality of your password, and may not permit others to use your account. You also may not use any other person's account to access or use services from The City Website or a Community Site. You are solely responsible for all activities, damages and losses that occur or are caused by activities under your account, even if the activities were not known or authorized by you. If you suspect any loss or disclosure of your password, you should immediately change your password. If you believe there has been unauthorized use of your account, you should immediately notify the Sponsoring Church (concerning your Community Site account), or The City (concerning a non-Community Site account you have with The City).

Access and Use

The City Website and Community Sites are designed primarily to facilitate communication with and within Sponsoring Churches, which may include information of a personal and sensitive nature. When using communication services provided by The City Website and a Community Site, you agree to post and send only messages and materials that are proper, appropriate and

respectful of other users of The City Website and Community Sites. By way of example but not limitation, you agree that you will not:

- Impersonate any person or entity, or falsely represent yourself or your identity in any material way.
- Attempt to collect by electronic or other means:
 - Passwords information from other users; or
 - Personal information from users under 18 years of age without express parental consent; or
 - Non-personal information concerning traffic or operation of public or non-public areas of The City Website or a Community Site such as web traffic or user behavior; or.
- Use The City Website or a Community Site or information from them:
 - For commercial purposes or for purposes beyond communication with and within The City or the Sponsoring Church, as appropriate; or
 - In an unlawful manner or in connection with an unlawful activity, or , in violation of any applicable code of conduct or other guidelines; or
 - In a manner that could damage, disable, overburden, degrade or impair access to or use of The City Website or a Community Site;

User Content

You are solely responsible for the photos, profiles (including your name, image, and likeness), messages, notes, text, information, music, video, listings, and other content that you upload, publish or display on or through The City Website or a Community Site, or transmit to or share with other users. You understand and agree that you may not provide or share any content which could expose The City Website or a Community Site, its users and third parties, Zondervan or the Sponsoring Church to any harm or liability of any type. By way of example but not limitation, you agree to not upload, download, copy, distribute or otherwise make publicly available:

- Content that may be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, indecent, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable; or
- Unsolicited or unauthorized advertising, surveys, contests, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; or
- Personal information of any user or third party, including addresses, phone numbers, email addresses, Social Security numbers and credit card numbers, except with the express consent of the user or third party; or
- Content which are or contains software viruses, malicious code or files or programs designed to interrupt, destroy, degrade or limit the functionality of any computer software or hardware, telecommunications equipment or device; or
- Content that would constitute, encourage or provide instructions for a criminal offense, or that would otherwise create liability or violate any local, state, national or international law; or

- Content that would be harmful or encourage conduct harmful to others, especially minors; or
- Content that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you have sufficient ownership or license rights to do so and you are not aware of an infringement claim that has been or will be asserted against the item; or
- Software that is missing copyright notices, or has had copyright notices, statements of origin, digital rights management controls or similar markings or protections modified, deactivated or circumvented.
- Software code that you believe is or may be subject in whole or in part to a license that requires the software or a derivative work to be (a) disclosed or distributed in source code form, (b) licensed for the purpose of making derivative works, or (c) redistributable at no charge, unless the terms of complete license are prominently displayed in connection with the software code.
- Content to or for a Community Site that is otherwise prohibited or restricted by rules and guidelines established by the Sponsoring Church.

When you provide content to or through The City Website or a Community Site, you authorize Zondervan and the Sponsoring Church to make such copies thereof as it deems necessary in order to facilitate the posting and storage of your content. By providing content to any part of The City Website or a Community Site, you automatically grant, and you represent and warrant that you have the right to grant, to Zondervan (for content to The City Website) and to Zondervan and the Sponsoring Church (for content to a Community Site), an irrevocable, perpetual, non-exclusive, license to store, use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such content in connection with operation of The City Website or a Community Site, as applicable.

You may remove your content from The City Website or a Community Site at any time. If you choose to remove your content, the license granted above will automatically expire, however you acknowledge that Zondervan and the Sponsoring Church may retain archived copies of your content. However, neither Zondervan nor the Sponsoring Church has any obligation to remove your content or communications (or personal information associated with your content or communications), or to prevent others from continuing to use or distribute your content, communications or personal information, even if you terminate your account for The City Website or a Community Site, as applicable.

Online Safety

In online communities such as these, there may be people who misrepresent their identities or have questionable motives, so you should always use caution and common sense when sharing sensitive information about yourself, your family and friends, and when interacting with others. For example, you should consider whether to include sensitive information in a prayer request or other communication concerning an identified (or identifiable) individual without his or her express consent. Similarly, you should consider whether to share the prayer request, communication or sensitive information with others without the express consent of that

individual, or at least the person who originally submitted the prayer request or communication. You also may want to report suspected violations of the Terms of Use or other user conduct rules to the community liaison for the Sponsoring Church after due consideration to the biblical provisions regarding dispute resolution.

Neither Zondervan nor the Sponsoring Church has any obligation to monitor content, communications or conduct by users of or visitors to The City Website or a Community Site. In addition, neither Zondervan nor the Sponsoring Church endorses, gives any assurances or assumes any responsibility or liability for users of or visitors to The City Website or Community Sites or their actions or views. Similarly, Zondervan does not have any obligation to monitor content, communications, conduct (including administrative policies or practices) of Sponsoring Churches, and does not endorse, give any assurances or assume any responsibility or liability for Sponsoring Churches or their actions, policies, practices, views or beliefs.

Zondervan and the Sponsoring Church each reserves the right in its sole discretion and at any time to restrict or terminate user accounts and access to The City Website or its Community Site, as applicable, and to remove user information, content or communications in whole or in part.

Zondervan and the Sponsoring Church each also reserves the limited right to disclose user information, content or communication provided, posted to or made through The City Website or its Community Site, as applicable, but only to the extent it determines in its sole discretion is reasonably necessary or appropriate to comply with applicable law, regulation, legal process or governmental request.

Website Components

You acknowledge that The City Website, Community Sites, and content and services provided on The City Website and Community Sites are protected by intellectual property and other laws. By way of example but not limitation, and without waiving any protections provided under applicable law, you may not download, copy, modify, remove copyright notices from, or distribute any software code, documents, images, data or other files, in whole or in part, which are components of The City Website or a Community Site.

In addition, you contractually agree that you will not distribute any product, service, documentation, web page or other item that in whole or in relevant part has substantially the same or similar "look and feel" as components of The City Website or a Community Site or is otherwise derivative of such components, unless your product, service, documentation, web page or other item was substantially designed and developed without access and exposure to relevant components on The City Website or a Community Site. This prohibition applies regardless of whether the materials you have created are sold, bartered or given away. This paragraph is intended to include only components of The City Website or a Community Site as delivered by Zondervan to Sponsoring Churches, and does not include user or church content.

User Indemnification

You agree to indemnify and hold Zondervan and the Sponsoring Churches, and their respective directors, officers, agents, contractors, employees, and volunteers harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with your use of The City Website and/or its Community Site, as applicable (including any content you upload, download, copy, distribute or otherwise make publicly available to, though or from The City Website or Community Sites), your conduct and interaction with other users of The City Website or Community Sites, or any violation of these Terms of User or of any law or the rights of any third party.

Links to Third Party Sites and Third Party Services

The City Website and Community Sites may include links to third party sites, and may include third party services such as Google Checkout, Facebook Connect, and PayPal. Third party sites and services are not under the control of either Zondervan or the Sponsoring Church, and neither assumes any responsibility for their contents or services. Third party links and services are provided as a convenience, and do not imply endorsement of the third party sites or services, or the companies that own or operate them. Third party sites and services are subject to terms of use, privacy policies and other rules established by their respective copyright owners, and may require registration, so please read and evaluate the governing terms and policies carefully before accessing or using those sites and services.

Warranty Disclaimer and Limitation of Liability

WHILE THE CITY DOES ITS BEST TO ENSURE THE OPTIMAL PERFORMANCE OF THE CITY SITE AND COMMUNITY SITES, YOU AGREE THAT YOU USE THESE SITES AND RELY ON MATERIAL CONTAINED IN THESE SITES AT YOUR OWN RISK.

YOU ACKNOWLEDGE THAT ZONDERVAN AND THE SPONSORING CHURCHES, TOGETHER WITH THEIR RESPECTIVE PARENTS AND AFFILIATES AND THEIR RESPECTIVE EMPLOYEES, AGENTS, DIRECTORS, OFFICERS AND SHAREHOLDERS, IS NOT LIABLE FOR ANY DELAYS, INACCURACIES, FAILURES, ERRORS, OMISSIONS, INTERRUPTIONS, DELETIONS, DEFECTS, VIRUSES, COMMUNICATION LINE FAILURES OR FOR THE THEFT, DESTRUCTION, DAMAGE OR UNAUTHORIZED ACCESS TO YOUR COMPUTER SYSTEM OR NETWORK.

YOU ACKNOWLEDGE THAT ZONDERVAN AND THE SPONSORING CHURCHES ARE NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OR MATERIAL FOUND PUBLISHED IN CONNECTION WITH THEIR RESPECTIVE SITES, INCLUDING SUCH CONDUCT OR MATERIAL TRANSMITTED BY ANY MEANS BY ANY OTHER PERSON.

THE CITY WEBSITE AND THE COMMUNITY SITES AND CONTENT ON THEM ARE PROVIDED "AS-IS" AND ZONDERVAN AND THE SPONSORING CHURCH EACH DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OR NON-

INFRINGEMENT. ZONDERVAN AND THE SPONSORING CHURCH DO NOT REPRESENT OR WARRANT THAT THE SOFTWARE, CONTENT OR MATERIALS ON THE CITY WEBSITE OR ITS COMMUNITY SITES, AS APPLICABLE, IS ACCURATE, COMPLETE, RELIABLE, CURRENT, ERROR-FREE OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

IN NO EVENT WILL ZONDERVAN OR A SPONSORING CHURCH OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY LOSS OR DAMAGE, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE ARISING FROM YOUR USE OF THE CITY WEBSITE OR ITS COMMUNITY SITES, EVEN IF ZONDERVAN OR A SPONSORING CHURCH IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, IN NO EVENT WILL ZONDERVAN'S OR A SPONSORING CHURCH'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATING TO THE CITY WEBSITE OR A COMMUNITY SITE EXCEED THE AMOUNT ZONDERVAN OR THE SPONSORING CHURCH HAS ACTUALLY RECEIVED FOR YOUR ACCESS OR USE OF THE CITY WEBSITE OR A COMMUNITY SITE, AS THE CASE MAY BE, DURING THE THREE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM, OR TEN DOLLARS (US\$10.00), WHICHEVER IS GREATER.

Assistance and Questions

If you need assistance with a non-Community Site account or have questions, comments, suggestions, ideas, feedback or other information ("Feedback") about The City or The City Website, please contact The City. If you need assistance with a Community Site account or have Feedback about a Community Site, the Sponsoring Church or activities or programs mentioned on a Community Site, please contact the Sponsoring Church.

You acknowledge and agree that any Feedback about The City Website or a Community Site, provided by you to Zondervan or to a Sponsoring Church, is non-confidential and may be used or implemented by Zondervan and/or the Sponsoring Church, as applicable, without restriction and without obligation to pay compensation or make attribution to you for your submission, even if your submission is marked or accompanied by a statement to the contrary. To the extent the previous sentence is not enforceable under applicable law, you agree that your submitting Feedback also grants Zondervan and/or the Sponsoring Church, as applicable, a nonexclusive, perpetual, irrevocable, transferable, sublicensable, royalty free, fully paid up right and license to use and otherwise exploit and implement your Feedback without restriction and without a duty to account or make attribution to you.

Also, if you are aware that an ineligible person has opened an account, please notify the Sponsoring Church (concerning a Community Site account), or The City (concerning a non-Community Site account).

Assignability

You may not assign or delegate your rights or obligations under these Terms of Use, in whole or in part, to any other person or entity. Zondervan and the Sponsoring Church each may assign any of their respective rights and obligations under these Terms of Use (including under their respective privacy policies) without notice or consent, including in connection with any merger (including by operation of law), consolidation, reorganization, or sale of all or substantially all of their respective related assets or similar transaction, and Zondervan may also do so solely with respect to its assets relating to The City.

Jurisdiction; Governing Law

These Terms of Use are governed by the laws of the State of New York and federal United States law, as may be applicable to disputes solely between New York State residents concerning subject matter located entirely within New York State. You agree to submit to personal and exclusive jurisdiction of the state and federal courts located in State and County of New York for disputes regarding these Terms of Use.

Severability

These Terms of Use operate to the fullest extent permissible by law. If any provision of these Terms of Use are unlawful, void or unenforceable, that provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions.

Account Termination

You may terminate your account with The City or a Sponsoring Church at any time. Upon termination, you will no longer have the ability to access or control your account or account information, or content or communications that you have provided to or through The City Website or a Community Site, as applicable. Neither Zondervan nor the Sponsoring Church has any obligation to assist you to migrate your account information or content or communications, or remove or assist you to remove your content or communications (or personal information associated with your content or communications), or to prevent others from continuing to use or distribute your content, communications or personal information that previously was made available from The City Website or a Community Site.

Relevant provisions of these Terms of Use will survive notwithstanding termination of your account.

United States Export Control

Your use of services and content (including software) provided by or on The City Website and a Community Site is subject to export and re-export control laws and regulations, including the Export Administration Regulations maintained by the United States Department of Commerce and sanctions programs maintained by the Treasury Department's Office of Foreign Assets Control. You may not directly or indirectly sell, export, re-export, or transfer, or otherwise dispose of or permit access to any software or service to an embargoed country or any national or resident of an embargoed country or individuals restricted or prohibited from engaging in United

States export transactions, without obtaining any required authorizations from the appropriate government authorities.

Notice and Procedure for Making Claims of Copyright Infringement

The City will process notices of alleged infringement which it receives and will take appropriate actions as required by the Digital Millennium Copyright Act (the "DMCA") and other applicable intellectual property laws. Pursuant to the DMCA, notifications of claimed copyright infringement should be sent to The City's Designated Agent.

Service Provider(s): The City, a division of The Zondervan Corporation

Name/Contact Information of Designated Agent:

Kyran Cassidy
Asst. General Counsel
HarperCollins Publishers
10 East 53rd Street
New York, New York 10022
Telephone: (212) 207-7969
Fax: (212) 207-7552
E-mail: kyran.cassidy@harpercollins.com

To be effective, the notification must be in writing and contain the following information (DMCA, 17 U.S.C. §512(c)(3)):

1. Physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. 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;
3. 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;
4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has 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;
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

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