

Terms of Use

Last Modified: April 13, 2021

Acceptance of these Terms

By using Mosaic Church sites, services and mobile applications (together, “Mosaic Church sites”), whether as a guest or a registered user, you accept and agree to be bound by these Terms. Please read these Terms carefully before you start to use Mosaic Church sites, as well as the Mosaic Church Privacy Policy. If you do not agree to these Terms or the Mosaic Church Privacy Policy you must not access or use the Mosaic Church sites.

Changes to the Terms

Mosaic Church sites are offered by Mosaic Church (“Mosaic Church”, “we” or “us”). We may revise and update these Terms from time to time at our sole discretion. Any changes are effective when we post them. Your continued use of a Mosaic Church site following the posting of revised Terms means that you accept and agree to the changes.

Changes to Mosaic Church Sites

While we hope to always offer Mosaic Church sites and all of their features, we reserve the right to change or cease offering any Mosaic Church site or any part, portion or functionality of Mosaic Church sites without notice. We will not be liable if for any reason all or any part of Mosaic Church sites are unavailable at any time.

Information About You and Your Access of Mosaic Church Sites

All information we collect is subject to our Privacy Policy. By using Mosaic Church sites, you consent to all actions taken by us in compliance with the Privacy Policy.

Permitted and Unpermitted Use

You may use Mosaic Church sites in accordance with these Terms for either your personal and non-commercial use or for the internal use of your non-profit religious organization. All rights not expressly granted to you are reserved by Mosaic Church. You agree you are not permitted and will not use Mosaic Church sites as follows:

- in any way that violates any federal, state, local or international law or regulation;
- for the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise;
- to impersonate or attempt to impersonate any company or person, including Mosaic Church or;
- to engage in any other conduct which, as determined by us, may harm Mosaic Church or others;
- in any manner that could disable, overburden, damage, or impair Mosaic Church sites or interfere with any other person's use of the same;
- use any robot, spider or other automatic device, process or means to access Mosaic Church sites for any purpose, including monitoring or copying any of the material on Mosaic Church sites;
- to introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful;
- to attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of Mosaic Church sites or any server, computer or database connected to Mosaic Church sites;

- to attack Mosaic Church sites via a denial-of-service attack or a distributed denial-of-service attack; and
- otherwise attempt to interfere with the proper working of Mosaic Church sites.

You also agree that you will not send, knowingly receive, upload, download, use or re-use any material which:

- contains any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable;
- promotes sexually explicit or pornographic material, violence, or discrimination on any basis, including that based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringes any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person;
- violates the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under laws or regulations; or
- promotes any illegal activity, or advocates, promotes or assists any unlawful act;
- involves commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising; and/or
- gives the impression that the material emanates from or is endorsed by Mosaic Church or any other person or entity, if this is not the case.

Account Security

We allow users to create an account on certain sites which require providing certain information to Mosaic Church. If you choose, or are provided with, a user name, password or similar information as part of our security procedures, you agree to treat such information as confidential, and agree to notify us immediately of any unauthorized access to or use of your

user name or password or any other breach of security. We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of these Terms.

Monitoring and Enforcement; Legal Compliance; Termination

You agree that we have the right to:

- take any action with respect to any user or account that we deem necessary or appropriate in our sole discretion if we believe there to be a violation of these Terms, infringement of third party rights, a threat to the personal safety of others, or a threat or liability or harm to the goodwill associated with Mosaic Church;
- take appropriate action, including without limitation, referral to law enforcement and disclosure of your information, for any illegal or unauthorized use of Mosaic Church; and/or
- terminate or suspend your access to all or part of Mosaic Church for any or no reason, including without limitation, any violation of these Terms.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through Mosaic Church. **YOU WAIVE AND HOLD HARMLESS MOSAIC CHURCH AND ITS LICENSEES AND SERVICE PROVIDERS AND ALL OF THEIR EMPLOYEES, OFFICERS AND DIRECTORS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF LEGAL INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER MOSAIC CHURCH OR LAW ENFORCEMENT AUTHORITIES.**

Your Reliance on Information

The information presented on or through Mosaic Church sites is made available solely for general information purposes. Although we strive to provide information found on Mosaic Church sites in various languages, translations to languages other than English of Mosaic Church sites content are provided to us by other parties and we do not represent or warrant the accuracy of those translations. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. **We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to Mosaic Church sites, or by anyone who may be informed of any of its contents.**

Intellectual Property Rights

Mosaic Church sites and their contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement of the same), are owned by Mosaic Church, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

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Copyright Infringement

If you believe that any content provided on any Mosaic Church site violates your copyright or other rights, please contact our designated agent by: (a) mail at Mosaic Church 3451 23rd Ave Evans, CO 80620; (b) phone at 970-339-0089; or (c) electronic mail at info@greeleymosaic.com. Please be aware that it is the policy of Mosaic Church to terminate the user accounts of repeat infringers.

Third Party Links and Services

Mosaic Church may include content provided by third parties. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to Mosaic Church, you do so entirely at your own risk and subject to the terms and conditions of use for such websites. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Mosaic Church, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Mosaic Church. **We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.**

Geographic Restrictions

Mosaic Church is based in the state of Colorado in the United States. We make no claims that Mosaic Church sites or any of its content are accessible or appropriate outside of the United States. Access to Mosaic Church sites may not be legal by certain persons or in certain countries. If you access Mosaic Church sites from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

YOUR USE OF ANY MOSAIC CHURCH SITE, ITS CONTENT AND ANY FUNCTIONALITY, SERVICES OR ITEMS OBTAINED THROUGH MOSAIC CHURCH SITES IS AT YOUR OWN RISK, ALL OF WHICH ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER MOSAIC CHURCH NOR ANY PERSON ASSOCIATED WITH MOSAIC CHURCH MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF MOSAIC CHURCH. WITHOUT LIMITING THE FOREGOING, NEITHER MOSAIC CHURCH NOR ANYONE ASSOCIATED WITH MOSAIC CHURCH REPRESENTS OR WARRANTS THAT MOSAIC CHURCH OR ANY FUNCTIONALITY, CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH MOSAIC CHURCH SITES WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT MOSAIC CHURCH SITES OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE MOSAIC.CHURCH SITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE MOSAIC CHURCH SITES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

MOSAIC CHURCH HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

IN NO EVENT WILL MOSAIC CHURCH, ITS LICENSORS, SERVICE PROVIDERS, OR ANY OF THEIR EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, ANY MOSAIC CHURCH SITE, ANY WEBSITES LINKED TO IT, ANY CONTENT OFFERED ON OR THROUGH THE MOSAIC CHURCH SITES OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE MOSAIC CHURCH SITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify and hold harmless Mosaic Church, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of Mosaic Church sites, including, but not limited to, any use of Mosaic Church content, services and products other than as

expressly authorized in these Terms or your use of any information obtained from Mosaic Church sites.

Governing Law and Jurisdiction

All matters, disputes, or claims relating to Mosaic Church and these Terms (including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of, or related to, these Terms shall be instituted exclusively in the federal courts of the United States or the courts of the State of Colorado in each case located in the City of Greeley, Weld County. By agreeing to these Terms and using Mosaic Church sites, you waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Waiver and Severability

Mosaic Church may only waive its rights under these Terms in writing. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms will continue in full force and effect.

Entire Agreement

These Terms and our Privacy Policy constitute the sole and entire agreement between you and Mosaic Church, with respect to Mosaic Church sites and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to Mosaic Church sites.

Your Comments and Concerns

Mosaic Church sites are operated by Mosaic Church, a Colorado Non-Profit. All feedback, comments, requests for technical support and other communications relating to Mosaic Church sites should be directed to: Mosaic Church Support, 3451 23rd Ave Evans, CO 80620 or info@greeleymosaic.com.