

# *Sylvan Park* Free Will Baptist Church

## **Privacy Statement**

Sylvan Park FWB is committed to protecting your privacy and developing technology that gives you the most powerful and safe online experience. This Statement of Privacy applies to the Sylvan Park FWB Web site and governs data collection and usage. By using the Sylvan Park FWB website, you consent to the data practices described in this statement.

### **Collection of your Personal Information**

Sylvan Park FWB collects personally identifiable information, such as your e-mail address, name, or home or work address.

There is also information about your computer hardware and software that is automatically collected by Sylvan Park FWB. This information can include: your IP address, browser type, domain names, access times and referring Web site addresses. This information is used by Sylvan Park FWB for the operation of the service, to maintain quality of the service, and to provide general statistics regarding use of the Sylvan Park FWB Web site.

Sylvan Park FWB encourages you to review the privacy statements of Web sites you choose to link to from Sylvan Park FWB so that you can understand how those Web sites collect, use and share your information. Sylvan Park FWB is not responsible for the privacy statements or other content on Web sites outside of the Sylvan Park FWB web site.

### **Use of your Personal Information**

Sylvan Park FWB collects and uses your personal information to operate the Sylvan Park FWB Web site and deliver the services you have requested. Sylvan Park FWB also uses your personally identifiable information to inform you of other products or services available from Sylvan Park FWB and its affiliates. Sylvan Park FWB may also contact you via surveys to conduct research about your opinion of current services or of potential new services that may be offered.

Sylvan Park FWB does not sell, rent or lease its customer lists to third parties. Sylvan Park FWB may share data with trusted partners to help us perform statistical analysis, send you email or postal mail, provide customer support, or arrange for deliveries. All such third parties are prohibited from using your personal information except to provide these services to Sylvan Park FWB, and they are required to maintain the confidentiality of your information.

Sylvan Park FWB does not use or disclose sensitive personal information, such as race, religion, or political affiliations, without your explicit consent.

Sylvan Park FWB keeps track of the Web sites and pages our customers visit within Sylvan Park FWB, in order to determine what Sylvan Park FWB services are the most popular.

Sylvan Park FWB Web sites will disclose your personal information, without notice, only if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on Sylvan Park FWB or the site; (b) protect and defend the rights or property of Sylvan Park FWB; and, (c) act under exigent circumstances to protect the personal safety of users of Sylvan Park FWB, or the public.

### **Use of Cookies**

The Sylvan Park FWB Web site use "cookies" to help you personalize your online experience. A cookie is a text file that is placed on your hard disk by a Web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you.

One of the primary purposes of cookies is to provide a convenience feature to save you time. The purpose of a cookie is to tell the Web server that you have returned to a specific page. For example, if you personalize Sylvan Park FWB pages, or register with Sylvan Park FWB site or services, a cookie helps Sylvan Park FWB to recall your specific information on subsequent visits. This simplifies the process of recording your personal information. When you return to the same Sylvan Park FWB Web site, the information you previously provided can be retrieved, so you can easily use the Sylvan Park FWB features that you customized.

You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of the Sylvan Park FWB services or Web sites you visit.

### **Security of your Personal Information**

Sylvan Park FWB secures your personal information from unauthorized access, use or disclosure. Sylvan Park FWB secures the personally identifiable information you provide on computer servers in a controlled, secure environment, protected from unauthorized access, use or disclosure. When personal information is transmitted to other Web sites, it is protected through the use of encryption, such as the Secure Socket Layer (SSL) protocol.

### **Changes to this Statement**

Sylvan Park FWB will occasionally update this Statement of Privacy to reflect company and customer feedback. Sylvan Park FWB encourages you to periodically review this Statement to be informed of how Sylvan Park FWB is protecting your information.

### **Contact Information**

Sylvan Park FWB welcomes your comments regarding this Statement of Privacy. If you believe that Sylvan Park FWB has not adhered to this Statement, please contact Sylvan Park FWB at

[ContactUs@SylvanPark.org](mailto:ContactUs@SylvanPark.org). We will use commercially reasonable efforts to promptly determine and remedy the problem.

## Terms of Use

### AGREEMENT BETWEEN USER AND Sylvan Park FWB

The Sylvan Park FWB Web Site is comprised of various Web pages operated by Sylvan Park FWB.

The Sylvan Park FWB Web Site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the Sylvan Park FWB Web Site constitutes your agreement to all such terms, conditions, and notices.

### MODIFICATION OF THESE TERMS OF USE

Sylvan Park FWB reserves the right to change the terms, conditions, and notices under which the Sylvan Park FWB Web Site is offered.

### LINKS TO THIRD PARTY SITES

The Sylvan Park FWB Web Site may contain links to other Web Sites ("Linked Sites"). The Linked Sites are not under the control of Sylvan Park FWB and Sylvan Park FWB is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Sylvan Park FWB is not responsible for webcasting or any other form of transmission received from any Linked Site. Sylvan Park FWB is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Sylvan Park FWB of the site or any association with its operators.

### NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the Sylvan Park FWB Web Site, you warrant to Sylvan Park FWB that you will not use the Sylvan Park FWB Web Site for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Sylvan Park FWB Web Site in any manner which could damage, disable, overburden, or impair the Sylvan Park FWB Web Site or interfere with any other party's use and enjoyment of the Sylvan Park FWB Web Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Sylvan Park FWB Web Sites.

### MATERIALS PROVIDED TO Sylvan Park FWB OR POSTED AT ANY Sylvan Park FWB WEB SITE

Sylvan Park FWB does not claim ownership of the materials you provide to Sylvan Park FWB (including feedback and suggestions) or post, upload, input or submit to any Sylvan Park FWB Web Site or its associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting Sylvan Park FWB and necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights

to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. Sylvan Park FWB is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in Sylvan Park FWB's sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

## **LIABILITY DISCLAIMER**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE Sylvan Park FWB WEB SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. Sylvan Park FWB AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE Sylvan Park FWB WEB SITE AT ANY TIME. ADVICE RECEIVED VIA THE Sylvan Park FWB WEB SITE SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

Sylvan Park FWB AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE Sylvan Park FWB WEB SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. Sylvan Park FWB AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL Sylvan Park FWB AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE Sylvan Park FWB WEB SITE, WITH THE DELAY OR INABILITY TO USE THE Sylvan Park FWB WEB SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE Sylvan Park FWB WEB SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE Sylvan Park FWB WEB SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF Sylvan Park FWB OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME

STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE Sylvan Park FWB WEB SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE Sylvan Park FWB WEB SITE.

**SERVICE CONTACT:** [ContactUs@SylvanParkFWB.org](mailto:ContactUs@SylvanParkFWB.org)

## **TERMINATION/ACCESS RESTRICTION**

Sylvan Park FWB reserves the right, in its sole discretion, to terminate your access to the Sylvan Park FWB Web Site and the related services or any portion thereof at any time, without notice. GENERAL To the maximum extent permitted by law, this agreement is governed by the laws of the State of Tennessee, U.S.A. and you hereby consent to the exclusive jurisdiction and venue of courts in Davidson County, Tennessee, U.S.A. in all disputes arising out of or relating to the use of the Sylvan Park FWB Web Site. Use of the Sylvan Park FWB Web Site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Sylvan Park FWB as a result of this agreement or use of the Sylvan Park FWB Web Site. Sylvan Park FWB's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Sylvan Park FWB's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Sylvan Park FWB Web Site or information provided to or gathered by Sylvan Park FWB with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Sylvan Park FWB with respect to the Sylvan Park FWB Web Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Sylvan Park FWB with respect to the Sylvan Park FWB Web Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English.

## **COPYRIGHT AND TRADEMARK NOTICES:**

All contents of the Sylvan Park FWB Web Site are: and/or its suppliers. All rights reserved.

## **TRADEMARKS**

The names of actual companies and products mentioned herein may be the trademarks of their respective owners.

The example companies, organizations, products, people and events depicted herein are fictitious. No

association with any real company, organization, product, person, or event is intended or should be inferred.

Any rights not expressly granted herein are reserved.

#### **NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT**

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement under United States copyright law should be sent to Service Provider's Designated Agent. ALL INQUIRIES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE. See Notice and Procedure for Making Claims of Copyright Infringement.