

TERMS AND CONDITIONS OF USE

The following constitutes the terms of a legal agreement between you and the Peace Lutheran Church (“Peace Lutheran Church”) detailing the Terms and Conditions of Use (“Terms”) of the Peace Lutheran Church's website (“Site”). Please read the Terms carefully. By accessing, viewing, or using the Site in any manner to access the Peace Lutheran Church's services, you acknowledge having read and agreed to be bound by these Terms without any conditions, restrictions, or limitations. If you do not fully accept and agree with these Terms then you may not use the Site in any manner.

AUTHORIZED USES OF SITE. You may personally access, view, browse, and use the Site to access those services authorized by the Peace Lutheran Church. (collectively hereinafter referred to as “Uses” subject to these Terms and any other applicable agreement(s) between you and Peace Lutheran Church.

UNAUTHORIZED OR ILLEGAL USE OF SITE. You may not modify, copy, distribute, transmit, display, reproduce, publish, license, frame, create derivative works from, transfer, or otherwise use in way for commercial public purposes, in whole or in part, any information, design, software, product, or services obtained from the Site without the Peace Lutheran Church's prior written approval.

You may not use this Site in any manner, which could damage, disable, overburden, impair the Site, interfere with another party's use and enjoyment of the Site or the Peace Lutheran Church's services, or otherwise impair or interfere with the Peace Lutheran Church's computer/network systems. You may not attempt to gain unauthorized access (1) to the Site or Peace Lutheran Church's services (2) the Peace Lutheran Church's computer/network systems, or (3) computer/network services connected to the Site through hacking, username/password/credential mining or misuse or any other means.

You will not engage in any illegal activities related to this Site or the Peace Lutheran Church's services, which are contrary to any applicable laws or regulations.

COOPERATION WITH AUTHORITIES. The Peace Lutheran Church will cooperate with any and all laws and law enforcement agencies or court orders soliciting or instructing the Peace Lutheran Church to divulge the identity of anyone posting any illegal information or materials or otherwise engaging in illegal activities on this Site or relating to the Peace Lutheran Church's services the Peace Lutheran Church 's computer/network systems, or any computers/networks connected to the Site.

MODIFICATION OF TERMS. Peace Lutheran Church in its sole discretion and without notice may and will change the terms, conditions, and provisions set forth in these Terms. You are responsible for reviewing the Terms each time you Use the Site. Your continued Use of the Site represents your acknowledgment and acceptance of the Terms as modified by the Peace Lutheran Church.

ACCESS TO THE SITE. Peace Lutheran Church may alter, suspend, or discontinue the Site or your Use of the Site at any time for any reason without notice or liability to you or any third party. This Site may become unavailable due to maintenance or malfunction of computer equipment or for other reasons and may result in damages to your systems or operations. You shall be solely responsible for ensuring any information or content obtained from this Site does not contain any virus or other computer software code or subroutine designed to disable, erase, impair, or otherwise damage our systems, software, or data.

LINKS. This Site may contain links to third-party Web sites. These links are provided only as a convenience by the Peace Lutheran Church. The inclusion of any links does not imply an affiliation, sponsorship, endorsement, approval, or verification by the Peace Lutheran Church of any information service, or product contained in these sites or your use or reliance upon any information, service, or product, which results in a loss of any kind to you or any other third party. You should be further aware the terms and conditions of such sites and the sites' privacy policy may be different from those applicable to your Use of this Site.

COLLECTION OF INFORMATION. The Peace Lutheran Church uses certain technology know as 'Web beacons' and 'Web cookies' on its Site to collect information from you to compile aggregate statistical information about your Use of our Site, including information relating to the frequency of your visits, the average length of visits, which pages you viewed during a visit and the effectiveness of advertising on the Site. The Peace Lutheran Church uses this information to improve the Site's content and performance. If permitted the Peace Lutheran Church may share this information with its affiliates.

RELATED PRODUCTS AND SERVICES. The Peace Lutheran Church and its affiliates offer a variety of products and services on the Site. Such products and services are subject to all applicable underlying agreements for the offered products and services. These Terms supplement the offered proctor and service agreements but such agreements control in cases of conflicting provisions and conditions. Your eligibility for the offered products and services is subject to review and acceptance by the affiliate providing such products or services and the applicable terms, conditions, and law.

PERSONAL INFORMATION. Any personal information you give will be subject to the Peace Lutheran Church's Privacy Policy, which is incorporated into these Terms, as amended from time to time without notice or warning. It is your responsibility to check this Privacy Policy every time you visit, use, or interact with the Peace Lutheran Church or related services provided by the Peace Lutheran Church.

CHILDREN'S AUTHORIZED USE OF THE SITE. This Site is intended for use by individuals under the age of eighteen (18) But only with the approval, permission and supervision of a parent or guardian.

LIMITED AVAILABILITY. The Peace Lutheran Church does not offer, solicit, distribute, or provide this Site and the information, products, or Peace Lutheran Church services identified therein to any person or entity in any jurisdictions where such distribution would be limited or prohibited by local law or regulation. By your Use of the Site you are expressly acknowledging you are neither prohibited or limited from accessing the Site and the Peace Lutheran Church's services from the jurisdiction from which you are gaining access to the Site and the Peace Lutheran Church's services.

NO SERVICES OR PROFESSIONAL CONSULTATION. The information contained on this site does not constitute the rendering of investment, consulting, legal, accounting, tax, career, or other advice or services on any topic or issue. The information contained on the Site should not be relied upon by you for making any accounting, financial, business, investment, in

surance, legal, tax, career, or other personal or business decisions, or otherwise be considered a substitute for consultations with professional advisers on these or any other topics or issues. The Peace Lutheran Church does not represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information displayed, uploaded, downloaded, or distributed through this Site by the Peace Lutheran Church or a third-party, any user, information provider, or any other person or entity. You acknowledge any reliance upon such opinion, advice, statement, memorandum, or information shall be at your sole opinion and risk.

COPYRIGHTS, TRADEMARKS, AND RESTRICTIONS ON USE. You acknowledge and agree the Peace Lutheran Church, along with our service providers, licensors and suppliers, own all rights and title to the Site and the content, design, and works of authorship displayed on the Site and all trademarks, copyrights, and service marks contained therein, unless otherwise indicated. You are authorized to view such information and materials on the Site only for your own informational purposes and may not copy, distribute, disseminate, sell, reproduce, display, link to, license, create derivative works of or republish the Site or any portion of the Site for any commercial or

public purpose without the Peace Lutheran Church's prior express written consent. Any unauthorized use, duplication, redistribution, or disclosure is expressly prohibited by law.

DISCLAIMER. THE INFORMATION, MATERIALS, AND SERVICES, CONTAINED IN THE SITE, INCLUDING BUT NOT LIMITED TO, TEXT, LINKS, GRAPHICS, OR OTHER ITEMS ARE PROVIDED 'AS AVAILABLE', 'AS IS' WITHOUT GUARANTEE OF ANY KIND TO THE FULLEST EXTENT PERMITTED UNDER LAW, PEACE LUTHERAN CHURCH MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO THE SITE, THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE SITE, AND SERVICES HEREUNDER, OR ANY RELATED SERVICE, OR THE FITNESS OF THE SITE AND/OR SERVICES FOR CUSTOMER'S USE. PEACE LUTHERAN CHURCH HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. NO ORAL OR WRITTEN INFORMATION GIVEN BY PEACE LUTHERAN CHURCH, ITS OFFICERS, ITS EMPLOYEES, LICENSORS, OR THE LIKE WILL CREATE A WARRANTY HEREUNDER. PEACE LUTHERAN CHURCH FURTHER DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SITE OR SERVICES PERTAINING TO NON-INFRINGEMENT, SECURITY, ACCURACY, NON-INTERRUPTION AND FREEDOM FROM COMPUTER VIRUSES. THE PEACE LUTHERAN CHURCH DOES NOT WARRANT THE ACCURACY, COMPLETENESS OR ADEQUACY OF THE INFORMATION AND MATERIALS ON THE SITE. YOU HEREBY ACKNOWLEDGE THE USE OF THE SITE IS AT YOUR SOLE OPTION AND RISK.

LIMITATIONS OF LIABILITY. TO THE FULLEST EXTENT OF THE LAW THE PEACE LUTHERAN CHURCH NOR ANY OF ITS PREDECESSORS, SUCCESSORS, PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, INVESTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, ATTORNEYS, AND THEIR RESPECTIVE HEIRS, SHALL BE LIABLE FOR ANY DIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES THAT DIRECTLY OR INDIRECTLY RESULT FROM THE USE OF, OR THE INABILITY TO USE, THIS SITE OR THE INFORMATION CONTAINED ON THIS SITE OR OBTAINED FROM YOUR USE OF THIS SITE, INCLUDING VIRUSES ALLEGED TO HAVE BEEN OBTAINED FROM THE SITE, EVEN IF THE PEACE LUTHERAN CHURCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE PEACE LUTHERAN CHURCH OR ANY OF ITS PREDECESSORS, SUCCESSORS, PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS,

DIRECTORS, SHAREHOLDERS, INVESTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, ATTORNEYS, AND THEIR RESPECTIVE HEIRS, SUCCESSORS, AND ASSUMES ANY LIABILITY TO YOU FOR ANY DAMAGES, LOSSES, AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE EXCEED \$1.

INDEMNIFICATION. You hereby agree to indemnify, defend, and hold harmless the Peace Lutheran Church and all of its predecessors, successors, parents, subsidiaries, affiliates, officers, directors, shareholders, investors, employees, agents, representatives, and attorneys, and their respective heirs, successors and assigns (collectively, the “Indemnified Parties”) from and against any and all liability and costs, including, without limitation, reasonable attorney's fees, incurred by the Indemnified Parties in connection with any claim arising out of or relating to any breach by you of these Terms or the representations, warranties, and the covenants you have made by agreeing to these Terms. You shall cooperate as fully as you are reasonably required in the defense of any such claim. The Peace Lutheran Church reserves the right, at its own expense, to assume the exclusive defense and control of any matter or claim subject to indemnification by you.

GOVERNING LAW. These Terms shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to its conflicts law provisions.

CHOICE OF JURISDICTION. The parties hereto agree any suit, action, or proceedings seeking to enforce any provision of, or any matter arising out of or in connection with the Terms or Site shall be heard exclusively by the state court located in Lafayette County Wisconsin or the federal courts with jurisdiction to hear such suits in the State of Wisconsin. The parties consent to the personal jurisdiction of such courts in the State of Wisconsin and hereby irrevocably waive the defenses of (i) lack of personal jurisdiction, (ii) inconvenient forum, or (iii) improper venue. In the event the party commences any action in another jurisdiction or venue under any theory arising directly or indirectly from these Terms or Site, the non-filing party at its option shall be entitled to have the case transferred to one of the jurisdictions and venues above-described or to have such case dismissed without prejudice. Your viewing or Use of the Site constitutes your submission to the jurisdiction of such courts in the State of Wisconsin.

WAIVER OF JURY TRIAL. The parties hereto unconditionally waive their respective rights to a jury trial as to any dispute, cause of action, or claim arising out of or in connection with the Terms or Site.

LIMITATION OF ACTION. Any cause of action you may have with respect to

the Terms or your Use of the Site shall be commenced within one (1) year after the dispute, cause of action, or claim arises or be considered fully and completely waived by you as to the Peace Lutheran Church, its affiliates, employees, directors, officers, service providers, and third-party vendors.

SERVABILITY. If for any reason a court of competent jurisdiction finds the provisions of these Terms, or a portion thereof, to be unenforceable, any provision found to be partially unenforceable shall be enforced to the maximum extent permissible so as to affect the intent of these Terms and the remainder of these Terms shall continue in full force and effect. These Terms constitute the entire agreement between the Peace Lutheran Church and you with respect to this Site and it supersedes all prior contemporaneous communications, agreements, and understandings between the Peace Lutheran Church and you with respect to the subject matter hereof.

WAIVER. No waiver by the Peace Lutheran Church of any right, condition, term, or provision of these Terms will be deemed a waiver unless expressly authorized by the Peace Lutheran Church, its Board of Directors, or Lead Members, (where applicable) in writing.

PRIVACY POLICY

This privacy policy discloses the privacy practices of Peace Lutheran Church. This privacy policy applies solely to information collected by this Site. It contains the following:

1. What personally identifiable information is collected from you through the Site, how it is used, and with whom it may be shared.
2. What choices are available to you regarding the use of your data.
3. How you can correct any inaccuracies in the information.

Information Collection, Use, and Shading. We are the sole owners of the information collected on the Site. We only have access to/collect information that you voluntarily give us via email or any direct contact from you, as well as any information entered into search functions on the Site, the pages you visited, the length of time visited on each page, and any information entered into those pages.

We will use your information to respond to you regarding the reason you contacted us, or, unless specified otherwise, to contact you with, but not limited to, promotions, specials, newsletters, or additional services we provide.

We will not sell or rent this information to anyone. The only exception is under direct court or legal order to disclose this information and then only to the directed or legally ordered authorized persons or organizations.

Your Access to and Control Over Information. You may opt out of any future contacts from us at any time. You can do so at any time by contacting us via Email or Phone or other contact information provided on the Site. This does not pertain to the users of the Service under multiple accounts, aliases, services, or any such individuals or organizations operating as multiple individuals or organizations with multiple different or similar accounts, aliases, or services.

Updates. This privacy policy may change from time to time with or without notice and will be posted to this document

Clauses

Cookies. We may use 'Web Cookies' on this site. A 'Web Cookie' is a piece of data (usually text) stored on the user's Storage Drive, to allow the Services to identify that user whenever they access the Site or the Services. This information is used to enhance the user experience of the Services and provide content relevant to that user (if applicable). 'Web Cookies' are not natively linked to any personally identifiable information on the Site or Services.

Some affiliates, business partners, vendors, or service providers of Peace Lutheran

Church may use cookies on the Site, which may be used, but without limitation, to control ads, generate content, provide links, or embed information onto the Site. However, we have no access to, or control over these cookies, and they are controlled by their respective privacy policies and terms of use.

Links. The Site contains hyperlinks to other web sites. Please be aware that we are not responsible for the content or privacy practices of other such websites or services. We encourage users of the Site or Services to be aware when they leave the Site and to read the privacy policy and applicable terms of use of any site that they visit that may collect personally identifiable information.