

## **GRR Web Church Listings User Agreement**

*Please read and sign below. Signing and dating this form at the bottom of this document tacitly communicates your agreement to abide by its Terms and is required before you will be permitted to open the form for listing your church's position.*

### **Terms and Conditions of Use**

Welcome to [www.abc-grr.org](http://www.abc-grr.org), the internet site of American Baptist Churches of the Great Rivers Region (hereinafter: ABCGRR). By using any part of this Site, all users / you agree to be bound by the Terms and Conditions of Use ("terms of use") as set forth below. If you do not accept these terms and conditions of use, do not use our web sites. We reserve the right, at our sole discretion, to change, modify, add or remove portions of these Terms of Use and Conditions of Use at any time. It is your responsibility to check these Terms and Conditions of Use periodically for changes. Your continued use of [www.abc-grr.org](http://www.abc-grr.org) following the posting of changes will mean that you accept and agree to the changes. Please check this page periodically for such changes.

### **1. Employment**

As an employer you recognize and understand that we reserve the right to approve all job postings prior to positions being listed as active on our church listing page(s). You also understand that this approval process is based upon our sole discretion, and is necessary to ensure that content submitted is relevant to the purpose and mission of the ABCGRR. We reserve the right to reject postings to our sites, terminate accounts, expel listing accounts and prevent their further presence on the web site of the ABCGRR, based upon our sole discretion. We also reserve the right to remove communications which are abusive, illegal, or not appropriate. As a job seeker you recognize and understand that positions posted on our employment sites are employment notices, and in no way constitute offers or guarantee of employment to those who apply. We reserve the right to reject resume submissions to our sites, expel job seekers and prevent their further access to our listing of positions. We also reserve the right to remove communications which are abusive, illegal, or not appropriate based upon our sole discretion. You also recognize and agree that we reserve the right to terminate any posted account for any reason.

### **2. Prohibited Use**

In connection with your use of Site, you will not:

- a. Transmit any message, data, text, software or images, or other materials that is unlawful, harmful, threatening, abusive, harassing, defamatory, obscene, libelous, hateful, racially objectionable, or that may invade another's right of privacy or publicity.
- b. Impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity.
- c. Post any false or inaccurate information on your resume/listing.
- d. Post or transmit any content that you do not have a right to reproduce, display or transmit.
- e. Post or transmit any content that contains a virus or corrupted data.
- f. Access our network in a manner that adversely affects the availability of its resources to other users.
- g. Post or transmit any chain letters, spam, junk mail, or any other form of solicitation, commercial or otherwise.

- h. Violate any applicable local, provincial, state, national or international law; or upload or transmit any content that infringes any patent, trademark or copyright.
- i. Respond to any employment opportunity or resume listing on the system for any reason other than to request employment-related information or engage in employment-related correspondence. Business or Investment solicitation is strictly prohibited.
- j. Post to the sites any pyramid scheme, club membership, affiliate recruitment business, or other home-based business opportunity which requires an up front or periodic payment, requires recruitment of other members, sub-distributors or sub-agents, or involves primarily commission based sales.
- k. Delete or revise any material posted by any other person or entity, unless express consent has been given by respective person or entity.

### **3. User Dispute**

In the event that you (as an employer or call candidate) have a dispute with one or more users, you release ABCGRR (our agents, partners, and employees) from claims, demands and damages (actual and consequential, direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

### **4. Security**

As a person seeking a position or Employer, you are responsible for maintaining the confidentiality of your password, and are fully responsible for all activities that occur under your password or account. You agree to immediately notify us of any unauthorized use of your password, or any other breach of security. All credit card transactions are processed by the Staff of the ABCGRR through a secure server certified by Comodo. Credit card information is not stored; it is deleted from the secure server upon approval of the transaction by the issuing credit card corporation. We follow generally accepted industry standards to protect the personal information submitted to us, both during transmission and once we receive it. No method of transmission over the Internet, or method of electronic storage, is 100% secure, however. Therefore, while we strive to use commercially acceptable means to protect your personal information, we cannot guarantee its absolute security.

### **5. Privacy**

We collect a limited amount of general visitor information on the ABCGRR site. This information is used to help the user navigate pages and improve the content and effectiveness of our sites. The navigational "session" code is discarded when you the user close your browser upon the completion of your visit/task on [www.abc-grr.org](http://www.abc-grr.org). The statistics collected are non-identifying, anonymous, and are tracked internally through our internet host's server [readyhosting-inc.com](http://readyhosting-inc.com). For registered users seeking positions or Employers, we do collect some personal information that you submit to us. We will not disclose your password-protected account information without prior consent, except to the extent necessary or appropriate to comply with applicable laws or in legal proceedings where such information is relevant. Your private account information (position listing, profile/resume) will remain in our care and will be used for internal purposes only, and will not be sold, transferred, or exchanged with any third party without your consent. Information that you choose to display in a public job posting or public resume on our site is not considered private account information. We only allow registered employers to access our resume database, but we cannot guarantee that other parties will not gain similar access through the account of a registered employer. We may send you service-related announcements on rare occasions when it is necessary to do so. For instance, if our service is temporarily suspended for maintenance, or we have upgraded / added new services on our site, we might send you an email. We will also communicate with you in response to your inquiries,

to provide the services you request, and to manage your account. We will communicate with you by email or telephone, in accordance with your wishes. Because we do provide links to other web sites, it's important for you to know that each supplier, partner, or linking website will have their own privacy policy which may or may not be similar to our policy. Once you leave our site (through a link, or banner advertisement) you are no longer under the terms of our privacy policy. We have no control over these other sites, therefore it's your responsibility to be aware of any privacy policies in force or lack thereof at these respective web sites.

## **6. Copyright**

All materials on our web site (as well as the organization and layout) are owned and copyrighted or licensed by ABCGRR, its affiliates or its suppliers. All rights reserved. No reproduction, distribution, or transmission of the copyrighted materials is permitted without written permission. Any rights not expressly granted herein are reserved.

## **7. Indemnity**

You agree to indemnify and hold ABCGRR, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of content you submit, post, transmit or make available through the service, your use of the service, your connection to the service, your violation of the Terms of Service, or your violation of any rights of another.

## **8. DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ABCGRR MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS. YOU ALSO UNDERSTAND AND AGREE THAT ABCGRR SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ABCGRR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE. ABCGRR RESERVES THE RIGHT TO CHANGE THE TERMS, CONDITIONS, AND NOTICES UNDER WHICH THIS SITE IS OFFERED. UPDATES WILL BE POSTED ON THIS PAGE. Terms and Conditions Updated:

Name of Person Authorized by Church to sign  
this: \_\_\_\_\_

Church Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_

