

TERMS AND CONDITIONS OF USE AGREEMENT

Welcome to www.emmausofthecumberlands.org (the "Site"). Please read this document carefully before accessing browsing or otherwise using the Site.

Last updated: October 25, 2012

1. Scope of Agreement

This Web Site Terms of Use Agreement (the "Agreement") is between you ("You" and "Your") and Emmaus of the Cumberlands. This Agreement governs Your access to and use of this Site (including without limitation, all Content (as defined herein), software, HTML and other code, and script forming a part of this Site, Your ability to upload Content to the Site, and all goods, services and transactions offered through this Site). In addition to complying with the terms and conditions of this Agreement, You agree to comply with all additional terms and conditions governing the access to and use of specific areas of this Site which are incorporated into and made a part of this Agreement.

Please click here : [/userfiles/Emmaus Privacy Policy-Oct 2012 PDF1.pdf](#) to read Emmaus of the Cumberlands' Privacy Policy, which is hereby incorporated into and made a part of this Agreement. The Privacy Policy explains how Emmaus of the Cumberlands collects, uses and discloses Your personal information.

2. Binding Agreement.

BY ACCESSING OR USING THIS SITE IN ANY MANNER YOU ARE DEEMED TO HAVE READ, UNDERSTOOD AND AGREED TO EACH OF THE TERMS, CONDITIONS AND NOTICES SET FORTH IN THIS AGREEMENT. IF YOU DO NOT UNDERSTAND OR AGREE TO EACH OF THE TERMS, CONDITIONS AND NOTICES IN THIS AGREEMENT, YOU SHOULD NOT ACCESS OR USE THIS SITE IN ANY MANNER.

3. Modification of Site or Agreement.

Emmaus of the Cumberlands may, at any time and in its sole discretion, modify, revise or otherwise change this Site (including without limitation adding or discontinuing any or all of the goods, services or transactions offered through this Site), in whole or in part, without notice or liability to You.

Emmaus of the Cumberlands reserves the right to modify these terms at any time at its sole discretion. If Emmaus of the Cumberlands changes these terms and conditions, Emmaus of the Cumberlands will post the date of the last revision at the top of this Agreement and will post the revised version on the Site. We may also notify You of the changes via e-mail. By continuing to access and use the Site after notice, You are bound by this Agreement as modified.

4. Licenses.

(a) You may access and use this Site only for displaying this Site on Your Internet browser for personal, internal, non-commercial purposes.

(b) Except as permitted above, You shall not copy, reproduce, distribute, display, perform, sell, lease, transmit or create derivative works from this Site (in whole or in part) or translate, modify, reverse engineer, disassemble, or decompile this Site.

(c) To the extent Emmaus of the Cumberlands permits You to upload content to the Site:

(1) Subject to the Privacy Policy, anything that You submit or post to the Site or send to Emmaus of the Cumberlands, including without limitation, text, video content, audio content, ideas, know-how, techniques, questions, comments, and suggestions (collectively, "Submissions") is and will be treated as nonconfidential and nonproprietary. Emmaus of the Cumberlands shall have the non-exclusive,

royalty-free, worldwide, perpetual and transferable right to use, copy, reproduce, distribute, display, perform, sell, lease, transmit or create derivative works from such Submissions by any means and in any form, and to translate, modify, reverse engineer, disassemble, or decompile such Submissions. All copies of Submissions shall automatically become the sole and exclusive property of Emmaus of the Cumberlands and shall not be returned to You. The Site is moderated and Emmaus of the Cumberlands reserves the right (but has no obligation) to remove, in its sole discretion, any comments that are contrary to the purpose or spirit of the Site, including posts that may be considered off topic, off color, offensive, defamatory, obscene, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable, whether or not such material is constitutionally protected or otherwise unlawful or inappropriate without prior notice or explanation.

(2) You warrant and represent that You own or have the right to license the rights granted above; that You have full power and authority to enter into this Agreement; and that the Submissions (i) do not violate or infringe the rights of any persons, including without limitation, rights in copyrights, patents, trademarks, service marks, trade secrets, privacy rights, publicity rights, and other proprietary rights; (ii) are not libelous, threatening, defamatory, obscene, indecent, pornographic, classified information, or could give rise to any civil or criminal liability under U.S. or international law; (iii) do not include bugs, viruses, worms, trap doors, Trojan horses or other harmful code or properties; (iv) are not false, deceptive, or misleading; (v) do not contain information that could be used for identity theft purposes, such as social security numbers, credit card, bank account or other financial information, driver's license numbers, security codes or passwords; (vi) do not contain "private" or "sensitive" information about any other individual, such as information about that person's sex life, political opinions, criminal charges or convictions, religious or philosophical beliefs, physical or mental health conditions, or other sensitive matters, without first obtaining that person's express permission; (vii) do not contain the image, name, or likeness of anyone other than Yourself; (viii) do not violate any applicable local, state, national, or international law; and (ix) are consistent with the spirit of the Site.

(3) You are legally responsible for Submissions posted to the Site. If any part of your Submission is not your original work, it is your responsibility to obtain consent from the copyright owner of any material that does not originate with you before you post your Submission. Failure to comply with this restriction may expose you to liability to Emmaus of the Cumberlands and liability to individuals whose copyrights or other rights have been violated. **UNDER NO CIRCUMSTANCES SHALL EMMAUS OF THE CUMBERLANDS OR ITS AFFILIATES BE LIABLE IN ANY WAY FOR ANY SUBMISSIONS POSTED OR MADE AVAILABLE THROUGH THE SITE BY YOU OR ANY OTHER USER.**

5. Availability and Use of Site.

(a) The availability of this Site depends on many factors, including some factors that are beyond Emmaus of the Cumberlands' control, such as Your connection to the Internet and the Internet backbone. Emmaus of the Cumberlands shall not be liable to You if You cannot use this Site for any reason.

You represent and warrant that You are 18 years of age or older or have parental permission to access and use this Site and have the ability to enter into this Agreement. If you are under the age of 13, you may not use this Site.

(b) You may not use the Site (1) to access (or attempt to access) areas or features of the Site or Emmaus of the Cumberlands' services for which You do not have the proper authorization; (2) to impersonate any person or entity, or falsely state or otherwise misrepresent Yourself, your age, or your affiliation with any person or entity; (3) to link postings or sites together without consent of author of the postings; (4) in a manner that violates any national, state, local or international law, rule or regulation; (5) for any commercial purpose, including to advertise, promote or sell products or services; (6) to further or promote any criminal or illegal activity or to provide instructional information about illegal activities; (7) in a manner that interferes with, disables, disrupts, impairs, or creates an undue burden on the networks or services that support the Site or Emmaus of the

Cumberlands' services; (8) to harvest or collect email addresses or other contact information of other users by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications; or (9) in a manner that Emmaus of the Cumberlands determines, in its sole discretion, restricts or inhibits any other user from using or enjoying the Site or Emmaus of the Cumberlands' services.

6. Term; Termination.

(a) In addition to any other legal or equitable remedies, Emmaus of the Cumberlands may, without prior notice to You, immediately terminate this Agreement or revoke any or all of Your rights granted under this Agreement. You may terminate this Agreement by contacting Emmaus of the Cumberlands at e-mail to [e-mail address] or by regular mail to [postal address].

(b) Upon any termination of this Agreement, You shall immediately cease all access to and use of this Site and Emmaus of the Cumberlands may, in addition to any other legal or equitable remedies, deny Your access to and use of this Site in whole or in part. Any termination of this Agreement shall not affect the respective rights and obligations (including without limitation payment obligations) of the parties arising before the effective date of termination. The provisions of Sections 5(b), 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18 and 19 shall survive the termination of this Agreement.

7. Intellectual Property.

(a) U.S. and international copyright, trademark and other intellectual and proprietary laws protect this Site, and any unauthorized access to or use of this Site may violate such laws. Emmaus of the Cumberlands reserves the right to enforce its intellectual and proprietary rights to the fullest extent of the law.

(b) All information and data that is part of this Site, including without limitation, text, graphics, photos, illustrations, images, video and audio clips (collectively, "Content") and all trademarks, service marks, trade dress, logos and tag lines displayed on this Site (collectively, the "Marks") are the sole and exclusive property of Emmaus of the Cumberlands or third parties. You are not granted any right or license, either express or implied, in any Content or any copyright, Marks, patent, trade secret, right of publicity or other intellectual property or proprietary right of Emmaus of the Cumberlands or any of the goodwill associated with any of the foregoing. To the extent that You use any Content or any copyright, Marks, patent, trade secret, right of publicity or other intellectual or proprietary right of Emmaus of the Cumberlands, such use and all goodwill associated therewith shall inure solely and exclusively to the benefit of Emmaus of the Cumberlands.

(c) You shall not remove any copyright, trademark, or other proprietary legends or notices that appear on, in or as part of this Site.

8. Notice of and Procedure for Copyright Infringement.

(a) Emmaus of the Cumberlands respects others' intellectual property and proprietary rights. In accordance with the Digital Millennium Copyright Act, Emmaus of the Cumberlands has designated a copyright agent (the "Designated Agent") to receive notice of claims of alleged copyright infringement on the Site. If You believe that Your copyrighted material has been used or copied in a way that constitutes copyright infringement and such infringement is occurring on this Site or on sites linked to or from this Site, please send Emmaus of the Cumberland's Designated Agent a notice containing the following elements:

(1) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyrighted work(s) that is/are alleged to have been infringed;

(2) A description of the copyrighted work(s) that you claim is/are infringing and the location where the original or an authorized copy of the copyrighted work(s) exists/exist (for example, the URL of Web site where the copyrighted work(s) is/are lawfully published; the name, edition and page(s) of a book, etc.);

- (3) A description of where the material that You claim is/are infringing is/are located on this Site, including the URL, so that Emmaus of the Cumberlands can locate the material;
 - (4) Your address, telephone number and e-mail address;
 - (5) A statement that You have a good faith belief that the use of the material identified in the notice is not authorized by the copyright owner, its agent, or applicable law; and
 - (6) A statement by You, under penalty of perjury, that the above information is accurate and that You are the copyright owner or are authorized to act on behalf of the copyright owner.
- (c) Send the notice containing the above information to the following Designated Agent:
Designated Agent - Gail Roysden-Web Maintenance
Mailing Address: P.O. Box 1162, Jamestown TN 38556
Telephone Number: 931-879-2451
Fax Number: 931-879-1961
E-mail Address: webadmin@emmausofthecumberlands.org

NOTE: THE NOTICE REQUIRED BY THIS SECTION IS EXCLUSIVELY FOR NOTIFYING EMMAUS OF THE CUMBERLANDS THAT COPYRIGHTED WORK(S) MAY HAVE BEEN INFRINGED. DO NOT SEND ANY NOTICES OR INQUIRIES UNRELATED TO ALLEGED COPYRIGHT INFRINGEMENT TO EMMAUS OF THE CUMBERLANDS' DESIGNATED AGENT. SUCH NOTICES OR INQUIRIES SHOULD INSTEAD BE SENT TO THE E-MAIL ADDRESS OR MAILING ADDRESS LISTED BELOW IN THE SECTION TITLED "CONTACT INFORMATION."

9. Links to Other Internet Sites.

This Site may contain links to Internet sites owned, operated or maintained by third parties not under Emmaus of the Cumberlands' control. These links are provided for Your convenience of reference only. Such links are not and shall not be deemed to be Emmaus of the Cumberlands' endorsement of the organization or individual associated with the linked site. You assume sole responsibility and liability for Your use of such linked sites.

10. Links to this Site.

You must obtain Emmaus of the Cumberlands' prior written consent to post any link(s) to this Site.

11. Warranty Disclaimer; Limitation of Liability.

(a) ALL CONTENT, SERVICES, PRODUCTS, AND TRANSACTIONS ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS. THIS SITE MAY INCLUDE INACCURACIES, MISTAKES OR TYPOGRAPHICAL ERRORS. EMMAUS OF THE CUMBERLANDS DOES NOT WARRANT THAT THE CONTENT, INCLUDING YOUR SUBMISSIONS OR THE SUBMISSIONS OF ANY OTHER USER OR PERSON, WILL BE UNINTERRUPTED OR ERROR FREE. EMMAUS OF THE CUMBERLANDS DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, QUIET ENJOYMENT, DATA ACCURACY AND SYSTEM INTEGRATION.

(b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EMMAUS OF THE CUMBERLANDS, ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS SHALL NOT BE LIABLE FOR PUNITIVE, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, INDIRECT OR SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, REVENUES, BUSINESS, USE, DATA OR OTHER INTANGIBLES), WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE AND EVEN IF EMMAUS OF THE CUMBERLANDS HAD BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EMMAUS OF THE CUMBERLANDS SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES ARISING FROM SUBMISSIONS FROM YOU OR FROM ANY OTHER USER OF THE SITE, OR FROM YOUR RELIANCE ON ANY INFORMATION PROVIDED ON THE SITE.

12. Indemnity.

You agree to indemnify, defend and hold harmless Emmaus of the Cumberlands, its affiliates, and their respective officers, directors, shareholders, employees and agents, and all of their respective successors and assigns, from and against any and all claims, liabilities, expenses (including attorneys' fees) and damages arising out of claims resulting from Your access or connection to, or use of this Site, including without limitation claims arising out of information or content submitted to this Site by You, Your violation of a third party's intellectual property or other rights, or any claims alleging facts that if true would constitute a breach by You of the terms and conditions of this Agreement. Emmaus of the Cumberlands reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, and in such case, You agree to cooperate with Emmaus of the Cumberlands' defense of such claims.

13. Relationship Between the Parties.

You acknowledge that no joint venture, partnership, employment, or agency relationship exists between You and Emmaus of the Cumberlands as a result of this Agreement or any use of this Site. You agree not to hold Yourself out as a representative, agent, or employee of Emmaus of the Cumberlands and Emmaus of the Cumberlands shall not be liable for any representation, act or omission by You to the contrary.

14. Assignment.

You shall not assign or otherwise transfer this Agreement or assign, delegate or otherwise transfer any of Your rights, interests or obligations under this Agreement and any such assignment, delegation or other transfer shall be void. This Agreement shall inure to the benefit of Emmaus of the Cumberlands' successors, assigns and licensees

15. Injunctive Relief; Remedies.

(a) You agree that Emmaus of the Cumberlands' remedy at law for any actual or threatened breach of this Agreement would be inadequate and that Emmaus of the Cumberlands shall be entitled to specific performance or injunctive relief, or both, in addition to any damages that Emmaus of the Cumberlands may be legally entitled to recover, together with reasonable expenses of any form of dispute resolution, including but not limited to attorneys' fees.

(b) All rights and remedies granted to Emmaus of the Cumberlands under this Agreement are cumulative and not alternative, and are in addition to all other rights and remedies available to Emmaus of the Cumberlands at law or in equity.

16. Governing Law and Jurisdiction; Limit on Commencing Actions.

(a) This Agreement is governed by the laws of the State of Tennessee, U.S.A. without regard to the conflicts of laws principles thereof. You consent to the exclusive jurisdiction and venue of the state and federal courts in Davidson County, Tennessee, USA in all disputes arising out of or relating to the use of this Site.

(b) You must commence any cause of action or claim against Emmaus of the Cumberlands within one (1) year after the cause of action or claim arises, otherwise You agree that Your cause of action or claim shall be barred.

17. International Access.

This Site can be accessed from countries other than the United States. This Site may contain products or services, or references to products or services that are not available outside of the United States. Any such references do not imply that such products or services will be made available outside the United States. If You access and use this Site outside the United States You are responsible for complying with Your local laws and regulations.

18. Contact Information.

Please send any questions or comments (including all inquiries unrelated to copyright infringement) regarding this Site by e-mail to: webadmin@emmausofthecumberlands.org or by regular mail to Emmaus of the Cumberlands, 104 Roberts Street, Livingston TN 38570.

19. Reservation of Rights.

Emmaus of the Cumberlands reserves to itself any and all rights not expressly granted herein.