

## Terms of Use

Effective Date: January 1, 2020

These Terms of Use (The “Terms”) are a legal contract between you and Sabbath Bible Study and explain how you are allowed to use our website [www.sabbathbiblestudy.org](http://www.sabbathbiblestudy.org), [www.sabbathbiblestudy.net](http://www.sabbathbiblestudy.net), [www.sabbathbiblestudy.com](http://www.sabbathbiblestudy.com), and related sites, including social media pages Sabbath Bible Study maintains, linking these terms (individually and collectively, the “Site”) and the services available through our Site (collectively, the “Services”). By using this Site, you are agreeing to all of the terms. If you do not agree with any of these terms, do not use or otherwise access this Site or any information that may be found on this Site. These terms expressly incorporate the provisions of our privacy notice.

## CHANGES

Sabbath Bible Study may modify the content offered on the Site at any time. Sabbath Bible Study can change, update, or add or remove provisions of these Terms, at any time by posting the updated Terms on this Site and, if you have registered for Sabbath Bible Study email distribution list, (as described below), emailing you at the email address associated with your registered email address. By using this Site after Sabbath Bible Study has updated the Terms, you are agreeing to all the updated Terms; if you do not agree with any of the updated Terms, you must stop using the Site.

## GENERAL USE

By using the Site, you represent, acknowledge and agree that you are at least 18 years of age, or if you are under 18 years of age but are at least 13 years old (a “Minor”), that you are using the Site with the consent of your parent or legal guardian and that you have received your parent’s or legal guardian’s permission to use the Site and agree to its Terms. If you are a parent or legal guardian of a Minor, you hereby agree to bind the Minor to these Terms and to fully indemnify and hold harmless Sabbath Bible Study if the Minor breaches any of these Terms. If you are not at least 13 years old, you may not use the Site at any time or in any manner or submit any information to Sabbath Bible Study or the Site.

Sabbath Bible Study provides content and through the Site that is copyrighted and/or trademarked work of Sabbath Bible Study, Sabbath Bible Study’s third-party licensors

and suppliers, or other users of the Site (collectively, the “Materials”). Materials may include logos, graphics, video, images, software and other content.

Subject to the terms and conditions of these Terms, and your compliance with these Terms, Sabbath Bible Study hereby grants you a limited, personal, non-exclusive and non-transferable license to use and to display the Materials and to use this Site solely for your informational, non-commercial and personal use. This license does not include or authorize: (a) the distribution, public performance or public display of any Materials, (b) modifying or otherwise making any derivative uses of the Site, Services or Materials, or any portion thereof; (c) the use of any data mining, robots or similar data gathering or extraction methods; (d) downloading (other than the page caching) of any portion of the Site or Materials or any information contained therein, except as expressly permitted on the Site; or (e) any use of the Site or Materials other than for its intended purpose. Any use of the Site or Materials other than as specifically authorized herein is strictly prohibited and will terminate the foregoing license. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes. This license is revocable at any time. Except for the foregoing license, you have no other rights in the Site or any Materials.

If you breach any of these Terms, the above license will terminate automatically and you must immediately destroy any downloaded or printed Materials.

## USING THE SITE AND THE SERVICES ON THE SITE

You can browse and search the Site content anonymously. To register for an event or be added to Sabbath Bible Study email distribution list you must submit your name and email address through the Site. You will also have the ability to provide additional optional information, such as your relationship with a person with an intellectual or developmental disability and your profession, which is not required but may be helpful to Sabbath Bible Study in providing you with more a more customized experience when using the Site. You are responsible for maintaining the confidentiality of your Password, and you are responsible for all activities that occur using your Password. You agree not to share your Password, let others access or use your Password or do anything else that might jeopardize the security of your Password. You agree to notify Sabbath Bible Study if your Password is lost, stolen, if you are aware of any unauthorized use of your Password on this Site or if you know of any other breach of security in relation to this Site.

All the information that you provide when registering for an account and otherwise through the Site must be accurate, complete and up to date.

## PRIVACY NOTICE

Please review [Sabbath Bible Study's Privacy Notice](#), which explains how we use information that you submit to Sabbath Bible Study through the Site.

## CONTENT ACCURACY, REVIEWS, RATINGS AND LINKS TO THIRD-PARTY SITES

While Sabbath Bible Study endeavors to provide and to allow others to provide useful information regarding the qualifications, services and organizations featured on the Site, you acknowledge that such information is reliant upon third party data and contributions, that there are certain inherent limitations to the accuracy of such information, that service descriptions and other information may be incomplete or may contain, and that information on the Site may be outdated or contain errors, omissions or misinterpretations of information. The information contained on the Site is not a guarantee of quality or suitability for any particular purpose. You should independently verify the accuracy of any information you obtain on the Site before purchasing any product or service.

You agree that Sabbath Bible Study will not be directly or indirectly responsible or liable under any circumstances for any goods, services, information, resources, and/or materials available on or through the Site, and/or third-party communications or dealing, or harm related thereto, or for any loss or damages caused or alleged to be caused or in connection with your reliance and/or use on the materials, assertions, or business practices of any third-party.

## SUBMISSIONS

You are responsible for the information, opinions, messages, comments, photos, videos, graphics, sounds and other content or material that you submit, upload, post or otherwise make available on or through the Site (each a "Submission") or through email to an email address listed on Sabbath Bible Study. You may not upload, post or otherwise make available on this Site any material protected by copyright, trademark, or any other proprietary right of a third party without the express permission of the owner of such copyright, trademark or other proprietary right, and the burden of determining whether any material is protected by any such right is on you. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights, violation of contract, privacy or publicity rights or any other harm resulting from any Submission that you make. You have full

responsibility for each Submission you make, including its legality, reliability and appropriateness.

Unless otherwise explicitly stated herein or in the Privacy Policy, you agree that any Submission provided by you in connection with this Site is provided on a non-proprietary and non-confidential basis. You hereby grant to Sabbath Bible Study a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide license (including the right to sublicense through multiple tiers) to use, reproduce, process, adapt, publicly perform, publicly display, modify, prepare derivative works, publish, transmit and distribute each of your Submissions, or any portion thereof, in any form, medium or distribution method now known or hereafter existing, known or developed, and authorize others to use the Submissions. We may modify or adapt your Submissions in order to transmit, display or distribute them over computer networks and in various media and/or make changes to the Submissions as necessary to conform and adapt them to any requirements or limitations of any networks, devices, services or media. Sabbath Bible Study agrees to use any personally identifiable information contained in any of your Submissions in accordance with the Privacy Policy.

You agree to pay for all royalties, fees, damages and any other monies owing any person by reason of any Submissions posted by you to or through this Site.

When you provide Submissions you agree that those Submissions shall not be in violation of the “Unauthorized Activities” paragraph below. Those prohibitions do not require Sabbath Bible Study to monitor, police or remove any Submissions or other information submitted by you or any other user.

#### UNAUTHORIZED ACTIVITIES

When using this Site, you agree to abide by common standards of etiquette and act in accordance with the law. For example, you agree not to:

- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Use offensive language, including offensive language related to gender, race, national origin, disability, age, religion, sexual orientation, or gender identity.
- Discuss or incite illegal activity.
- Use explicit/obscene language or solicit/post sexually explicit images (actual or simulated).
- Post anything that exploits children or minors or that depicts cruelty to animals.

- Post any copyrighted or trademarked materials without the express permission from the owner.
- Post information that is false or misleading, including without limitation any recommendation, endorsement, rating, or review of a company or product with whom or which you have not had direct, personal experience
- Disseminate any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of such solicitation.
- Use any robot, spider, scraper or other automated means to access the Site.
- Take any action that imposes an unreasonable or disproportionately large load on our infrastructure.
- Alter the opinions or comments posted by others on this Site.
- Post anything contrary to our public image, goodwill or reputation.

This list of prohibitions provides examples and is not complete or exclusive. Sabbath Bible Study reserves the right to (a) terminate access to your account, your ability to post to this Site and (b) refuse, delete or remove any Submissions; with or without cause and with or without notice, for any reason or no reason, or for any action that Sabbath Bible Study determines is inappropriate or disruptive to this Site or to any other user of this Site. Sabbath Bible Study may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at Sabbath Bible Study's discretion, Sabbath Bible Study will cooperate with law enforcement agencies in any investigation of alleged illegal activity on this Site or on the Internet.

Unauthorized use of any Materials contained on this Site may violate certain laws and regulations.

You agree to indemnify and hold Sabbath Bible Study and its contributors, sponsors, donors, and business partners harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys' fees and costs of defense) Sabbath Bible Study or any other indemnified party suffers in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third-party that your use of this Site or the use of this Site by any person using your user name and/or Password (including without limitation, your participation in the posting areas or, your Submissions) violates any applicable law or regulation, or the copyrights, trademark rights or other rights of any third-party.

## PROPRIETARY RIGHTS

Unless otherwise specified in these Terms, all information and screens appearing on this Site, including documents, services, site design, text, graphics, logos, images and

icons, as well as the arrangement thereof, are the sole property of Sabbath Bible Study. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or license.

## INTELLECTUAL PROPERTY INFRINGEMENT

Sabbath Bible Study respects the intellectual property rights of others, and we ask you to do the same. Sabbath Bible Study may, in appropriate circumstances and at our discretion, terminate service and/or access to this Site for users who infringe the intellectual property rights of others. If you believe that your work is the subject of copyright infringement and/or trademark infringement and appears on our Site, please provide Sabbath Bible Study's designated agent the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted and/or trademarked work claimed to have been infringed, or, if multiple works at a single online site are covered by a single notification, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled at the Site, and information reasonably sufficient to permit Sabbath Bible Study to locate the material.
- Information reasonably sufficient to permit Sabbath Bible Study to contact you as the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted.
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright and/or trademark owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Sabbath Bible Study's agent for notice of claims of copyright or trademark infringement on this Site can be reached as follows:

Tom Laign, [tomlaign@laign.com](mailto:tomlaign@laign.com), Sabbath Bible Study 12228 Edgar Degas El Paso, TX 79936

Please also note that for copyright infringements under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

#### *Submitting a Digital Millennium Copyright Act (“DMCA”) Counter-Notification*

We will notify you that we have removed or disabled access to copyright-protected material that you provided, if such removal is pursuant to a valid DMCA take-down notice that we have received. If you receive such notice from us, you may provide us with a counter-notification in writing to Sabbath Bible Study designated agent that includes all of the following information:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
4. Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which Sabbath Bible Study may be located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

#### TERMINATION OF REPEAT INFRINGERS

Sabbath Bible Study reserves the right, in its sole discretion, to terminate the account or access of any user of the Site who is the subject of repeated DMCA or other infringement notifications.

#### DISCLAIMER OF WARRANTIES

Your use of this Site is at your own risk. The Materials represent the sincere religious views of contributors, and they may include inaccuracies or typographical or other errors. Sabbath Bible Study does not warrant the accuracy of timeliness of the Materials contained on this Site. Sabbath Bible Study has no liability for any errors or omissions in the Materials, whether provided by Sabbath Bible Study, our licensors or suppliers, or other users.

SABBATH BIBLE STUDY, FOR ITSELF AND ITS LICENSORS, MAKES NO EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS, WARRANTIES, OR GUARANTEES IN CONNECTION WITH THIS SITE OR ANY MATERIALS RELATING TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED OR PRESENTED ON THIS SITE, INCLUDING WITHOUT LIMITATION THE MATERIALS. UNLESS OTHERWISE EXPLICITLY STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS SITE, MATERIALS AND ANY INFORMATION CONTAINED OR PRESENTED ON THIS SITE IS PROVIDED TO YOU ON AN “AS IS,” “AS AVAILABLE” AND “WHERE-IS” BASIS WITH NO WARRANTY OF IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. SABBATH BIBLE STUDY DOES NOT PROVIDE ANY WARRANTIES AGAINST VIRUSES, SPYWARE OR MALWARE THAT MAY BE INSTALLED ON YOUR COMPUTER.

#### LIMITATION OF LIABILITY

SABBATH BIBLE STUDY SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM YOUR DISPLAYING, COPYING, TRANSMITTING, OR DOWNLOADING ANY MATERIALS TO OR FROM THIS SITE. IN NO EVENT SHALL SABBATH BIBLE STUDY BE LIABLE TO YOU FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) HOWEVER ARISING, EVEN IF SABBATH BIBLE STUDY KNOWS THERE IS A POSSIBILITY OF SUCH DAMAGE.

#### LOCAL LAWS; EXPORT CONTROL

Sabbath Bible Study controls and operates this Site from its headquarters in the United States of America and the Materials may not be appropriate or available for use in other locations. If you use this Site outside the United States of America, you are responsible for following applicable local laws.

#### FEEDBACK

If you send or transmit any communications, comments, questions, suggestions, or related materials to Sabbath Bible Study, whether by letter, email, telephone, or otherwise (collectively, “Feedback”), suggesting or recommending changes to the Site or Materials, including, without limitation, new features or functionality relating thereto, all such Feedback is, and will be treated as, non-confidential and non-proprietary. You hereby assign all right, title, and interest in, and Sabbath Bible Study is free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained



in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. You understand and agree that Sabbath Bible Study is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution.

## GENERAL

Sabbath Bible Study prefers to advise you if we feel you are not complying with these Terms and to recommend any necessary corrective action. However, certain violations of these Terms, as determined by Sabbath Bible Study, may result in immediate termination of your access to this Site without prior notice to you. The Federal Arbitration Act, applicable U.S. federal law, and the laws of the Texas (USA), without regard to the choice or conflicts of law provisions, will govern these Terms. Foreign laws do not apply. Any disputes relating to these Terms or this Site will be heard in federal and local courts of El Paso County, Texas. If any of these Terms is found to be inconsistent with applicable law, then such term shall be interpreted to reflect the intentions of the parties, and no other terms will be modified. Sabbath Bible Study's failure to enforce any of these Terms is not a waiver of such term. These Terms are the entire agreement between you and Sabbath Bible Study and supersede all prior or contemporaneous negotiations, discussions or agreements between you and Sabbath Bible Study about this Site. The proprietary rights, disclaimer of warranties, representations made by you, indemnities, limitations of liability and general provisions shall survive any termination of these Terms.

## CONTACT US

If you have any questions about these Terms or otherwise need to contact Sabbath Bible Study for any reason, you can reach us at Sabbath Bible Study, 12228 Edgar Degas El Paso, TX 79936, [tomlaign@laign.com](mailto:tomlaign@laign.com).