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Terms of Use

First Methodist Church of Williston, Inc.

Agreement between User and First Methodist Church of Williston, Inc.

Welcome to First United Methodist Church of Williston's website. The First Methodist Church of Williston, Florida's website (the "Site") is comprised of various web pages operated by First Methodist Church of Williston, Florida. The First Methodist Church of Williston, Florida's website is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of the First Methodist Church of Williston, Florida's website constitutes your agreement to all such terms. Please read these terms carefully, and keep a copy of them for your reference.

First Methodist Church of Williston, Florida's website is a religious site.

Privacy

Your use of First Methodist Church of Williston, Florida's website is subject to our Privacy Policy. Please review our Privacy Policy, which also governs the site and informs users of our data collection practices.

Electronic Communications

Visiting First Methodist Church of Williston, Florida's website or sending emails to First Methodist Church of Williston, Florida, constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email, and on the Site, satisfy any legal requirement that such communications be in writing.

Your Account Security

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that First Methodist Church of Williston, Florida, is not responsible for third party access to your account that results from theft or misappropriation of your account. First Methodist Church of Williston, Florida, and its associates, reserve the right to refuse or cancel service, terminate accounts, or remove or edit content at our sole discretion.

Links to Third Party Sites/Third Party Services

First Methodist Church of Williston, Florida's website may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of First Methodist Church of Williston, Florida, and First Methodist Church of Williston, Florida, 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. First Methodist Church of Williston, Florida, is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by First Methodist Church of Williston, Florida, of the site or any association with its operators.

Certain services made available from the First Methodist Church of Williston, Florida's website are delivered by third party sites and organizations. By using any product, service, or functionality originating from the First Methodist Church of Williston, Florida's domain, you hereby acknowledge and consent that First Methodist Church of Williston, Florida, may share such information and data with any third party with whom First Methodist Church of Williston, Florida, has a contractual relationship to provide the requested product, service, or functionality on behalf of First Methodist Church of Williston, Florida's website's users and customers.

Third Party Accounts

You may be able to connect your First Methodist Church of Williston, Florida's account to third party accounts. By connecting your First Methodist Church of Williston, Florida's account to your third-party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third-party sites). If you do not want information about yourself to be shared in this manner, do not use this feature.

No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use the First Methodist Church of Williston, Florida's website strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to First Methodist Church of Williston, Florida, that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the 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 Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of First Methodist Church of Williston, Florida, or its suppliers, and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends, or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. First Methodist Church of Williston, Florida's website content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular, you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use and will make no other use of the content without the express written permission of First Methodist Church of Williston, Florida, and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of First Methodist Church of Williston, Florida, or our licensors, except as expressly authorized by these Terms.

International Users

The Service is controlled, operated, and administered by First Methodist Church of Williston, Florida, from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the First Methodist Church of Williston, Florida's website content accessed through First Methodist Church of Williston, Florida's website in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless First Methodist Church of Williston, Florida, its officers, directors, employees, agents, and third parties, for any losses, costs, liabilities, and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. First Methodist Church of Williston, Florida, reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with First Methodist Church of Williston, Florida, in asserting any available defenses.

Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE, AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and First Methodist Church of Williston, Florida, agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise

preside over any form of a representative or class proceeding.

Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. NAME OF MINISTRY AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

THE FIRST METHODIST CHURCH OF WILLISTON, FLORIDA, 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 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. FIRST METHODIST CHURCH OF WILLISTON, FLORIDA, 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 THE FIRST METHODIST CHURCH OF WILLISTON, FLORIDA, 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 SITE, WITH THE DELAY OR INABILITY TO USE THE 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 SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE FIRST METHODIST CHURCH OF WILLISTON, FLORIDA, 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 SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Termination/Access Restriction

The First Methodist Church of Williston, Florida, reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed

by the laws of the State of Florida and you hereby consent to the exclusive jurisdiction and venue of courts in Florida in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and the First Methodist Church of Williston, Florida, as a result of this agreement or use of the Site. First Methodist Church of Williston, Florida's performance of this agreement is subject to existing laws and legal processes, and nothing contained in this agreement is in derogation of First Methodist Church of Williston, Florida's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by the First Methodist Church of Williston, Florida, 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 the First Methodist Church of Williston, Florida, with respect to the Site, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the user and First Methodist Church of Williston, Florida, with respect to the 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 written in English.

Changes to Terms

The First Methodist Church of Williston, Florida, reserves the right, in its sole discretion, to change the Terms under which the First Methodist Church of Williston, Florida's website is offered. The most current version of the Terms will supersede all previous versions. First Methodist Church of Williston, Florida, encourages you to periodically review the Terms to stay informed of our updates.

Our organization's contact information is the following:

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352-528-3636

Questions or Concerns

If you have any questions concerning any aspect of this privacy policy, please contact our webmaster at 1stMethodist@centurylink.net. Thank you.