

User Agreement

This page contains our full User Agreement. You may wish to print this page for reference.

This Agreement sets forth the terms and conditions for your use of all Covenant Family Ministries, Inc.. Web sites. These sites include, but are not limited to, covenantfamilyministries.com and familiesalive.org. Your use of these sites constitutes your agreement to these terms and conditions.

This Agreement (the "Agreement") is between you and Covenant Family Ministries, Inc..

1. Your Rights.

Covenant Family Ministries, Inc., Inc. grants you a non-exclusive, non-transferable, limited right to access, use and display its Web sites (the "Sites") and the materials provided hereon, provided that you comply fully with this Agreement. The contents of these Sites are only for your personal, noncommercial use. You agree not to interrupt, or attempt to interrupt, the operation of the Sites in any way.

2. Fee-Based Service Charges.

Certain features of these sites are available only through the purchase of site memberships ("Fee-Based Services").

(a) You agree to pay, using a valid credit card which Covenant Family Ministries, Inc. accepts, the monthly or annual membership charges set forth on the Sites, applicable taxes, and other charges incurred on your account in order to access Fee-Based Services. Covenant Family Ministries, Inc. reserves the right to increase fees, surcharges, and site membership fees, or to institute new fees at any time, upon reasonable notice posted in advance on the Sites. Covenant Family Ministries, Inc. will automatically charge your account for renewal of your site membership. The renewal charge will be the current published rates for the term of your membership. In the event Covenant Family Ministries, Inc. cannot charge your account, we reserve the right to terminate your access to the Fee-Based Services.

(b) In addition to the charges set forth above, you are responsible for all charges associated with connecting to the Sites, including without limitation all telephone access lines (including long-distance charges, when applicable), telephone and computer equipment and any service fees necessary to access the Fee-Based Services.

(c) For purposes of identification and billing, you agree to provide Covenant Family Ministries, Inc. with accurate, complete, and updated information required by the site membership registration to the Fee-Based Services ("Registration Information"), including your name, address, telephone number(s), and applicable payment information (e.g., credit card number, email address, and expiration date). You may check, following membership help instructions, to determine whether your Registration Information is current and accurate, and, if not, to correct or update your Registration Information. Failure to comply with this provision (including without limitation falsification of any Registration Information) may, at Covenant Family Ministries, Inc.'s option, result in immediate suspension or termination of your right to use the Fee-Based Services.

(d) You agree to promptly update your Registration Information in the event of any known or suspected unauthorized use of your membership, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password or credit card information. In the event of a breach of security, you will remain liable for any unauthorized use of your membership until you update your Registration Information. If your credit card expires, is canceled, is lost or is subject to use without your authorization, or if your membership is subject to use without your authorization, update your Registration Information.

3. No-Commercialization Policy.

You agree to use the Sites, Discussions and Fee-Based Services only in a noncommercial manner and in compliance with Covenant Family Ministries, Inc.'s No-Commercialization Policy. You specifically agree not to post, transmit or otherwise distribute to the Sites (including without limitation any Forum) any material containing any solicitation of funds, advertising or solicitation for goods or services. We encourage you to report any apparent violation to us by email: dwbaer-cfm@comcast.net.

4. Copyright and Trademarks.

All materials on the Sites, including without limitation text, images, software, audio and video clips, databases, and Fee-Based Services (collectively, the "Content") are owned or controlled by Covenant Family Ministries, Inc., which retains all right, title, and interest in and to the Content. The Sites and Content are protected by the copyright and trademark laws of the United States and other countries, international conventions, and other applicable laws.

You may not download, display, reproduce, create derivative works from, transmit, sell, distribute, or in any way exploit the Sites or any portion thereof for any public or commercial use without the prior written permission of Covenant Family Ministries, Inc..

You agree not to use any trademarks, service marks, names, logos, or other identifiers of Covenant Family Ministries, Inc. or its employees, licensors, independent contractors, providers and affiliates (collectively, "Affiliates") without the prior written permission of Covenant Family Ministries, Inc. or the relevant Affiliate. In addition, you may not use our trademarks:

- (a) in, as, or as part of, your own trademarks or those of any third parties;
- (b) to identify products or services that are not those of Covenant Family Ministries, Inc.;
- (c) in a manner likely to cause confusion; or
- (d) in a manner that implies that Covenant Family Ministries, Inc. sponsors or endorses or is otherwise connected with, your own activities, products and services or those of third parties.

Covenant Family Ministries, Inc. owns FamiliesAlive®, and it and other related marks used on these sites are federally registered trademarks of Covenant Family Ministries, Inc..

5. Discussions.

Covenant Family Ministries, Inc. may make available to users of the Sites, email notices, newsletters, forums, message boards, bulletin board services or other interactive communication facilities by means of the Sites (such facilities collectively referred to herein as the "Discussions"). Covenant Family Ministries, Inc. cannot review all communications made on or through the Sites. However, Covenant Family Ministries, Inc. reserves the right, but has no obligation, to monitor the Forums and edit, modify or delete any materials which Covenant Family Ministries, Inc. in its sole discretion determines to violate this Agreement or to be in any other way offensive or contrary to any Covenant Family Ministries, Inc. policy.

6. Communicating with the Sites.

You are solely responsible for the content of any transmissions you make to the Sites or any materials you add to the Sites, including to any Discussions (the Communications"). You shall not upload to, or distribute to, or otherwise publish through the Discussions any Communication which (i) is for commercial purposes or otherwise advertises or solicits for the sale of goods or services;

- (ii) is obscene, indecent, pornographic, profane, sexually explicit, or abusive;
- (iii) constitutes or contains false or misleading indications of origin or statements of fact;
- (iv) slanders, libels, defames, disparages, or otherwise violates the legal rights of any third party;
- (v) causes injury of any kind to any person or entity;
- (vi) infringes or violates the intellectual property rights, contract rights, or any other rights of any third party;
- (vii) violates any applicable laws, rules, or regulations or
- (viii) contains software viruses or any other malicious code designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

Furthermore, you acknowledge that conduct prohibited in connection with the Forums includes, but is not limited to, impersonation of other people and breaching or attempting to breach the security of the Sites. Covenant Family Ministries, Inc. and its Affiliates do not endorse or accept any Communications as its own or representative of its views.

7. Public Communications.

You acknowledge and agree that any public Communications made to or by means of any portion of the Sites are public. You acknowledge that

- (i) you have no expectation of privacy in any public Communication and

(ii) no confidential, fiduciary, contractually implied or other relationship is created between you and Covenant Family Ministries, Inc. . by reason of your transmitting a public Communication to any area of the Sites. By transmitting any public Communication to the Sites, you grant to Covenant Family Ministries, Inc. . a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty-free license to use, copy, license, distribute, display, reproduce, transmit, modify, edit, and otherwise exploit such public Communication, in all media now known or later developed. The foregoing grant shall include the right to exploit any proprietary rights in such public Communications, including, without limitation, any intellectual property laws under any relevant jurisdiction, and shall constitute a waiver of any rights, "moral rights," or any similar rights under any jurisdiction.

8. Unsolicited Email.

You agree not to use the Discussions or any other area of the Sites to send the same or substantially similar unsolicited electronic mail messages, whether commercial or not, to a large number of recipients. This prohibition includes sending unsolicited mass mailings from another Internet service which in any way involves the use of the Sites or any equipment owned or operated by Covenant Family Ministries, Inc. in connection with the Sites. A message is unsolicited if it is posted in violation of a USENET or newsgroup charter and/or if it is sent to a recipient who has not requested or invited the message. For purposes of this provision, merely making one's e-mail address accessible to the public shall not constitute a request or invitation to receive messages.

9. Your password.

As part of the registration process, you will select a password. This password is for your individual use only. You are solely responsible for maintaining the confidentiality of any password you use to access the Fee-Based Services, and agree that Covenant Family Ministries, Inc. will have no obligations with regard thereto.

10. Privacy Policy.

The terms and conditions of Covenant Family Ministries, Inc.'s privacy policy are set out in the section labeled "Privacy Policy" on the ABOUT US Page of the Site and (as they may be changed by Covenant Family Ministries, Inc. in its discretion) are incorporated herein and included in this agreement.

11. Information Provided.

You acknowledge that any reliance upon any advice, opinion, statement, or other information displayed or distributed through the Sites is at your sole risk. Covenant Family Ministries, Inc. reserves the right, in its sole discretion and without notice, to correct any errors or omissions in any portion of the Sites, or to deny access to the Sites to anyone at any time. You acknowledge and agree that Covenant Family Ministries, Inc. is not responsible for any materials posted by users of the Sites. Prior to purchasing any third-party products or services described on the Sites, you are advised to verify pricing and other information. Neither Covenant Family Ministries, Inc. nor its Affiliates shall have any liability arising from your purchases of third-party goods or services based upon the information provided on the Sites.

12. Links to Other Sites.

The Sites may contain links and pointers to other sites on the Internet which may be maintained by third parties. Such links do not constitute an endorsement by Covenant Family Ministries, Inc. or its Affiliates of any third-party site or any materials contained therein. Covenant Family Ministries, Inc. and its Affiliates do not control, and are not responsible for, the availability, accuracy, privacy policy, or currency of such third-party sites or any information, content, products or services accessible from such third-party sites.

13. Age restrictions.

You represent and warrant to Covenant Family Ministries, Inc. that you are at least eighteen (18) years old and that you possess the legal right and ability to enter into this Agreement and to use the Sites in accordance with this Agreement. If you are under 18, you may use these Sites only with the involvement of a parent or guardian.

14. Financial responsibility.

You agree not to assign, transfer or sublicense your rights as a subscriber to the Fee-Based Services. You agree to be financially responsible for all usage or activity on your Fee-Based Services account.

15. Indemnification.

You hereby agree to indemnify, defend and hold harmless Covenant Family Ministries, Inc. and its Affiliates from and against any and all liability and costs incurred by Covenant Family Ministries, Inc. or the Affiliates in connection with any claim arising out of any breach or alleged breach of any of your obligations set forth herein. You shall cooperate as fully as reasonably required in the defense of any claim. Covenant Family Ministries, Inc. reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of Covenant Family Ministries, Inc..

16. Disclaimer Of Warranty.

Except as expressly set forth herein, the Sites (including all content, software, functions, fee-based services, materials and information made available thereon or accessed by means thereof) are provided as is, without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties of merchantability, fitness for a particular purpose, title, compatibility, security, accuracy, or non-infringement. To the fullest extent permissible by law, Covenant Family Ministries, Inc. and the affiliates make no warranties and shall not be liable for the use of the Sites under any circumstances, including but not limited to negligence by Covenant Family Ministries, Inc. Covenant Family Ministries, Inc. does not warrant that the functions contained in the Sites or the fee-based services will be uninterrupted or error-free, that defects will be corrected, that the Sites or fee-based services will meet any particular criteria of performance or quality, or that the Sites, including discussions or the server(s) on which the Sites are operated, are free of viruses or other harmful components.

17. Limitation Of Liability.

Use of the Sites is at your own risk. You assume full responsibility and risk of loss resulting from your downloading and/or use of files, information, communications, content, or other material (including without limitation software) accessed through or obtained by means of the Sites. Under no circumstances shall Covenant Family Ministries, Inc. or the affiliates, or any provider of telecommunications or network services for Covenant Family Ministries, Inc. or the affiliates, be liable for any indirect, punitive, special, or consequential damages that are directly or indirectly related to the use of, or the inability to use, the Sites or fee-based services, even if Covenant Family Ministries, Inc., the affiliates, or their providers of telecommunications or network services have been advised of the possibility of such damages. The total liability of Covenant Family Ministries, Inc. and the affiliates hereunder is limited to the amount, if any, actually paid by you for access and use of the fee-based services. You hereby release Covenant Family Ministries, Inc. and the affiliates from any and all obligations, liabilities and claims in excess of this limitation. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

18. Termination.

In addition to any other rights of the parties set forth herein, either you or Covenant Family Ministries, Inc. may cancel or terminate this Agreement at any time in accordance with the membership help instructions. Covenant Family Ministries, Inc. also reserves the right to restrict, suspend or terminate your access to the Fee-Based Services in whole or in part, without notice, with respect to any breach or threatened breach by you of any portion of this Agreement. If Covenant Family Ministries, Inc. terminates this Agreement based on a breach of any portion of this Agreement, Covenant Family Ministries, Inc. reserves the right to refuse to provide a membership or any Fee-Based Services to you in the future.

19. Modifications.

(a) To the Agreement.

Covenant Family Ministries, Inc. has the right to modify this Agreement and any policies affecting the Sites, including without limitation the No-Commercialization Policy. Any modification is effective immediately upon posting to the Sites or distribution via email or conventional mail. Your continued use of the Sites following notice of any modification to this Agreement shall be conclusively deemed an acceptance of all such modification(s). Your only right with respect to any dissatisfaction with any modifications made pursuant to this provision, or any policies or practices of Covenant Family Ministries, Inc. in providing the Sites, including without limitation

(i) any change in the Content, or

(ii) any change in the amount or type of fees associated with the Fee-Based Services, is to cancel your membership in accordance with the Sites' help instructions.

(b) To the Sites.

Covenant Family Ministries, Inc. has the right to modify, suspend or discontinue the Sites or any portion thereof at any time, including the availability of any area of the Sites, including without limitation the Fee-Based Services. Covenant Family Ministries, Inc. may also impose limits on certain features and services or restrict your access to parts or all of Covenant Family Ministries, Inc. Sites without notice or liability.

20. General.

This Agreement constitutes the entire agreement between you and Covenant Family Ministries, Inc. with respect to its Sites and, if applicable, the Fee-Based Services and supersedes all prior agreements between you and Covenant Family Ministries, Inc.. Failure by Covenant Family Ministries, Inc. to enforce any provision of this agreement shall not be construed as a waiver of any provision or right. Interpretation and enforcement of this agreement shall be governed by the laws of the state of Connecticut (excluding its choice of law rules). In any such action, the prevailing party shall be entitled to recover all legal expenses incurred in connection with the action, including but not limited to its costs, both taxable and non-taxable, and reasonable attorney's fees. In the event that any portion of this Agreement is held unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect.