

CATHOLIC CHARITIES USA ONLINE COMMUNITY TERMS OF SERVICE

Overview

These Catholic Charities USA Online Community Terms of Service (“OCTOS”) supplement and are in addition to the website’s Terms of Service (“WTOS”) that govern use of the Catholic Charities USA Website. The WTOS are found here:

<https://www.catholiccharitiesusa.org/terms-of-service/>.

Catholic Charities USA’s Online Community and all of its sub-sites (collectively the “Service”) is the property of Catholic Charities USA (“CCUSA”). It includes an online directory intended to promote and enhance communication of a personal nature between participants in the Service.

The Service is for CCUSA purposes. Use of this Service for any other purpose, including but not limited to, reproducing and storing in a retrieval system by any means, electronic or mechanical; photocopying; or using the addresses or other information contained in this Service for any private solicitation or commercial or political mailing is strictly prohibited. The Service is provided on an “as is” and “as available” basis. CCUSA disclaims all responsibility and liability for the availability, timeliness, security or reliability of the Service or any portion thereof.

Eligibility of Use

The Service, or portions thereof, is available to authorized employees, officers and directors of Catholic Charities as well as others as authorized by CCUSA in its sole discretion, and is subject to the terms set forth in these OCTOS and in the WTOS. Your use of the Service indicates you accept the terms herein and agree to abide by them. CCUSA reserves the right and may, from time to time, modify the Service and the terms of this OCTOS. Your continued use of the Service, after modifications, indicates your acceptance of the modification and the applicability of the OCTOS thereto. You understand and agree that the Service is provided 'AS-IS' and that CCUSA assumes no responsibility for any aspect of this Service, including but not limited to the timeliness, deletion, mis-delivery, or failure to store any user communications.

Rules for Online Conduct

You agree to use these services in accordance with the OCTOS, that you (and not CCUSA) are responsible for any information, data, text, music, photographs, etc. (“Content”) that you post, email, or otherwise transmit through use of the Service, and you additionally agree that in your use of this Service you will not: (i) post or transmit any Content that is unlawful, threatening, abusive, libelous, defamatory, tortious, obscene, vulgar, pornographic, harassing, profane, invasive of another's privacy or indecent, or bigoted, hateful or racially, ethnically, sexually or otherwise offensive; (ii) impersonate any person or entity or falsely state or otherwise misrepresent your professional or other affiliation with any person or entity; (iii) post or transmit any Content that infringes any patent, trademark, trade secret, copyright, or other

proprietary rights of any party; (iv) disrupt others' normal use of the Service; (v) post or transmit any information, software or other material which contains a virus or other harmful component; (vi) post, transmit, or in any way exploit any information, software or other material for commercial or political purposes or which contains advertising, including but not limited to "junk mail" or "pyramid schemes", or any other form of solicitation; (viii) use the Service to collect or store personal data about other users; (ix) attempt to access or access another user's account or attempt to access areas for which the user is not authorized; and (x) interfere with or disrupt the Service or servers or networks connected to the Service, and/or the use of other service providers, or not adhere to or abide by any policies, procedures, or regulations of networks connected to the Service.

You agree that you will not use the Service, including the information provided herein and all related equipment, networks and network devices (specifically including Internet access) for any unlawful purpose. CCUSA, at its sole and absolute discretion, shall determine whether any information transmitted, collected, or received violates this provision. You understand that CCUSA has no obligation to monitor, and does not pre-screen, Content. However, CCUSA has the right (but not the obligation) to refuse to post or to remove any Content, in whole or in part, that in CCUSA's sole and absolute discretion is objectionable or in violation of this Agreement. You acknowledge that CCUSA reserves the right to, and may from time to time, monitor or access any and all information posted, transmitted, received, or otherwise available through the Service, for operational and other purposes. You also agree and understand that CCUSA may preserve and disclose Content/information if in CCUSA's sole discretion such is reasonably necessary to: (a) comply with law; (b) enforce the terms of this agreement; (c) respond to claims that a User has violated the rights of third-parties, or (d) protect the interests, property, safety of CCUSA, its users, or others. Use of the Service constitutes consent to such monitoring.

In accordance with the U.S. Childrens' Online Privacy Protection Act of 1998 (COPPA), you are not permitted to publish on this site any user-generated content intended for children under the age of 13 without the express written permission of CCUSA. You are also not permitted to collect personal information from children under the age of 13. You expressly agree to act in accordance with these provisions when posting any user-generated content to the Online Community portion of the Website.

By publishing user-generated content to the Website, you expressly agree that CCUSA may use such content, including but not limited to by publicly displaying it, reformatting it, incorporating it into advertisements and other works, creating derivative works from it, promoting it, and distributing it. As such, you hereby irrevocably grant CCUSA a world-wide, non-exclusive, royalty-free, sublicensable, transferable right to use such content for any purpose. You also irrevocably grant other users of the Website the right to access such content in connection with their use of the Website. Finally, you irrevocably waive, and cause to be waived, against CCUSA or any other party (including other users), any claims and assertions of moral rights or attribution with respect to such content. The term "use" in this context is expressly understood

to include the right to use, copy, publicly perform or display, distribute, modify, translate and create derivative works based on such content.

Indemnification

You agree to defend, indemnify and hold harmless CCUSA and its directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or accruing from your use or misuse of the Service, including but not limited to any Content posted or transmitted by your use of the Service, your violation of the terms of Service or your infringement of any intellectual property right of another.

Disclaimer of Warranties

The provision of the WTOS that governs disclaimer of warranties and limitation of liability applies with equal force and effect to this OCTOS.

Limitation of Liability

IN NO EVENT SHALL CCUSA OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THIS SERVICE OR WITH THE DELAY OR INABILITY TO USE THIS SERVICE, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES OBTAINED THROUGH THIS SERVICE, OR OTHERWISE ARISING OUT OF THE USE OF THIS SERVICE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF CCUSA HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THE USER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THAT NEITHER CCUSA NOR ITS RESPECTIVE TRUSTEES, FELLOWS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OF THIS SERVICE.

Termination of Services

You agree that CCUSA, in its sole discretion, may terminate your account (or any part thereof) or access to or use of the Service, and remove and discard any Content within the Service, for any reason, including, without limitation, for lack of use or if CCUSA believes, in its sole discretion, that you have violated or acted inconsistently with the terms of this OCTOS. CCUSA may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service may be effected without prior notice, and acknowledge and agree that CCUSA may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that CCUSA shall not be liable to you or any third-party for any termination of your access to the Service. You may terminate the use of the services at any time by providing notification to

webmaster@catholiccharitiesusa.org. CCUSA reserves the right to terminate your access, without notification, for non-adherence of any of the rules set forth in this OCTOS.

Privacy Statement

CCUSA respects the privacy of the users of the Service. By the use of the Service you may volunteer personal information to CCUSA. Information will be available to other users if you choose to allow it to be viewed by others.

Modification

CCUSA reserves the right to amend this OCTOS, and to modify, add or discontinue any aspect, content, or feature of the Service. Such amendments, modifications, additions or deletions shall become effective upon notice thereof, which may be provided to you by posting on the Service, via e-mail or any other reasonable means. Continued use of the Service by you shall be deemed to indicate your acceptance of any such amendments, modifications, additions or deletions.

General Provisions

This OCTOS together with the WTOS constitute the entire agreement between you and CCUSA regarding the use of the Service and shall govern your use of the Service, superseding any prior agreements (written or oral) between CCUSA and you. You also may be subject to additional terms and conditions that may apply when you use third-party services, third-party content or third-party software. This Agreement shall be governed by the laws of the Commonwealth of Virginia and shall be subject to the exclusive jurisdiction of the State and Federal Courts of the Commonwealth of Virginia located in Alexandria, Virginia without regard to Virginia's rules governing conflicts of laws. The failure of CCUSA to exercise or enforce any right shall not constitute a waiver of such right or provision.

Acceptance by You

By using Catholic Charities USA's Online Community, you acknowledge that you have reviewed this OCTOS and the WTOS and you agree to be bound by and to adhere to the terms on conditions contained in the OCTOS and the WTOS. In the event of any conflict between the OCTOS and the WTOS, the OCTOS will prevail.