

WEBSITE TERMS OF USE

A. OVERVIEW

1. Welcome to the website for Catholic Charities of the Diocese of Charleston, Inc., supportcatholiccharities.org (the “Site”). The Site is an online service owned by Catholic Charities of the Diocese of Charleston, Inc. (“CCDC” or “us”). CCDC created this Site for your personal enjoyment, education, and spiritual fulfillment. This Terms of Use agreement (the “Agreement”) describes the terms and conditions under which CCDC permits your use of the Site, and constitutes a legal agreement between you and CCDC. Use of this Site is also governed by the Site’s [Privacy Statement](#), which is incorporated into this Agreement by reference.

2. By viewing, interacting with, submitting information to, or otherwise using this Site, you agree to be bound by this Agreement and any additional terms included within the Site. If you do not wish to be bound by this Agreement or those terms, you must not use this Site.

3. We reserve the right, in our sole discretion, to modify, update, or otherwise change this Agreement at any time. By using this Site after such changes are posted, you agree to be bound by the changes. This Agreement was last modified January 28, 2010.

B. INTELLECTUAL PROPERTY

1. All content included on or in this Site, such as text, photos, logos, video, graphics, sound, computer code, and the arrangement and selection of such content, is protected by copyrights, trademarks, and/or other intellectual property rights of CCDC and/or its third-party content providers. The CATHOLIC CHARITIES OF THE DIOCESE OF CHARLESTON trademark, as well as the business names, logos, slogans, trade dress and all other marks on this Site are trademarks of CCDC or its third-party content providers

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C. USER SUBMISSIONS

In certain places, this Site may allow users to submit information, images, comments, or other material to CCDC or this Site, such as by submitting information for our employment database, making a donation or payment, applying for volunteer positions, missions or other programs, posting photographs, posting comments, sending us an email, or making other forms of submissions to us. When you submit material to CCDC through this Site, certain restrictions apply. They are as follows:

1. **Standards:** You agree not to submit any material that: (a) infringes on any third-party privacy, intellectual property, publicity, moral (droit moral) or other legal rights; (b) violates any applicable law or regulation; (c) is defamatory, threatening, harassing, obscene, harmful to minors, or child pornographic; (d) is false or misleading; (e) promotes physical or emotional harm in any way; (f) contains any viruses, Trojan horses, worms or other harmful components (including, but not limited to, computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information); (g) is commercial in nature, other than as specifically solicited by this Site; (h) constitutes unsolicited junk or bulk email (“spam”); or (i) is tortious or criminal.

2. **License:** Unless otherwise noted in our [Privacy Statement](#) or explicitly on our Site, by submitting material to us, you grant CCDC a perpetual, non-exclusive, worldwide, royalty-free, irrevocable, fully and freely assignable and sub-licensable license to any rights you have in the material submitted – including, but not limited to, the rights to use, display, publish, translate, reproduce, distribute, modify, prepare derivative works based upon, and perform publicly your material (or any part thereof) online and offline in any form, media or technology now known or hereafter devised. You further agree that CCDC has the right to use your name and likeness in connection with CCDC’s publication, display, modification, distribution or other use of such material. CCDC is free to use any ideas, techniques, inventions, concepts, know-how, or other information that you provide to CCDC (whether directly or through its third party service providers) for any purpose whatsoever without compensation or remuneration.

3. **Warranty / Indemnity:** You warrant and guarantee that you own all intellectual property, proprietary, privacy, publicity, moral (droit moral) and other rights to any material that you submit. You further agree to defend, indemnify, and hold us harmless against: (a) any and all claims to the rights to material that you provide to us, (b) any and all claims that someone’s rights were violated by our display or other use of the material that you provide to us.

4. **Monitoring of Content / Removal:** *You agree that CCDC has no responsibility to monitor, review, edit, remove or control any content or other material that you or others submit to us and/or the Site.* You further agree that CCDC may, in its sole discretion, modify, remove or refuse to accept any material for any reason. We may also decline to modify or remove material that you submitted or you find objectionable, despite your request. In addition, please be aware that we may not be able to modify or remove certain material, including without limitation material that has been distributed to or relied on by third parties.

5. **Release:** You agree that you are at least 18 years of age. You agree to release CCDC (including, without limitation, the officers, directors, employees, shareholders, members, affiliates (including, without limitation, the Catholic Diocese of Charleston and Bishop of Charleston), successors, assigns, contractors, agents, volunteers and attorneys of CCDC) from any and all liability and obligations whatsoever in connection with or arising from CCDC’s lawful use or non-use of materials submitted by you or any third party.

6. **Privacy:** Other than as set forth in this Site's [Privacy Statement](#) or as explicitly stated on the Site, CCDC may treat any submission and/or communication between you and CCDC as non-confidential and non-proprietary.

7. **No Endorsement / Recommendation:** CCDC does not endorse, recommend, or take any responsibility for any material submitted to this Site by any parishioner, service provider, vendor, or other third-party, even if CCDC displays such material.

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E. DISCLAIMER WITH RESPECT TO OTHER INTERNET SITES

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F. PROHIBITION ON USE / ENFORCEMENT OF TERMS

CCDC may at any time, for any reason, prohibit your further use in whole or in part of this Site. We may also take any action that we deem necessary to enforce this Agreement, and to protect against unlawful or improper use of this Site. You hereby expressly agree to waive any and all claims you may have (whether currently in existence and/or arising hereafter) against CCDC for any failure by us to enforce this Agreement, whether against you or a third party. CCDC's failure to act in a particular circumstance does not waive its right to act with respect to that circumstance or other circumstances.

G. ACCESS LIMITS

Without CCDC's express consent, you may not frame any pages from the Site, place pop-up windows over pages of the Site, or otherwise affect the display of the Site's pages. Moreover, under no circumstances may you: (i) derive or attempt to derive the source or object code, source files or structure of this Site or its content by reverse engineering, disassembly, decompilation or any other means; (ii) attempt to access the information of others, or attempt to penetrate security measures of the systems of CCDC or its affiliates or contractors ("hacking"), whether or not the intrusion results in corruption or loss of data; or (iii) transmit to CCDC by means of this Site any unauthorized or unsolicited advertising, junk or bulk e-mail, or any other form of unauthorized or

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H. YOUR ACCOUNT

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J. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

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3. CCDC DOES NOT GUARANTEE THE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO THIS WEBSITE OR ANY RELATED SERVICES. THE OPERATION OF THIS SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE THE CONTROL OF CCDC.

4. UNDER NO CIRCUMSTANCES SHALL CCDC BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES (OTHER THAN DIRECT DAMAGES) THAT RESULT FROM THE CONTENT OF, USE OF, OR INABILITY TO USE, THIS SITE, INCLUDING BUT NOT LIMITED TO RELIANCE BY A USER ON ANY INFORMATION OBTAINED FROM THIS SITE AND/OR DAMAGES THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO CCDC'S RECORDS, PROGRAMS, OR SERVICES. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), INFRINGEMENT, OR ANY OTHER BASIS – EVEN IF CCDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY. WITH RESPECT TO DIRECT DAMAGES, YOUR REMEDY IS LIMITED TO (i) THE AMOUNT THAT YOU DONATED TO OR THROUGH THIS SITE, OR IF THERE WAS NO DONATION, THEN A MAXIMUM OF ONE HUNDRED DOLLARS (\$100); AND (ii) DISCONTINUANCE OF USE OF THIS SITE. YOU HEREBY ACKNOWLEDGE THAT THIS PARAGRAPH SHALL APPLY TO ALL CONTENT, PRODUCTS, AND/OR SERVICES AVAILABLE ON OR THROUGH THIS SITE.

5. THESE DISCLAIMERS AND LIMITATIONS APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

K. INDEMNIFICATION

You agree to defend, indemnify, release and hold harmless CCDC (including, but not limited to, the officers, directors, members, shareholders, employees, licensors, agents, licensees, volunteers, contractors, attorneys, subsidiaries, affiliates (including, without limitation, the Catholic Diocese of Charleston and Bishop of Charleston), and third-party content providers of CCDC) from all liabilities, claims and expenses, including attorney's fees and costs, that arise from, concern, or are connected with your use or misuse of this website or its content. CCDC reserves the right to assume the defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with CCDC in asserting any available defenses and will pay all of CCDC's attorneys' fees and costs in such defense.

L. SEVERABILITY

The provisions of this Agreement are intended to be severable. If for any reason any provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

M. GOVERNING LAW AND JURISDICTION

You agree that the laws of the State of South Carolina will govern this Agreement and your use of this Site. The state and federal courts of Charleston, South Carolina, shall have exclusive jurisdiction over any litigation that may arise out of, or be related to, this Agreement and/or your use of the Site. You agree to waive any objection based on forum non conveniens or any objection to venue in Charleston, South Carolina, of any such action.

N. INTERNATIONAL USE

CCDC makes no representation that this Site (including the content, services or products provided on or through it) is appropriate for or available to locations outside the United States of America; and using this Site from territories where it is illegal to do so is prohibited. Any offer for a product or service through this Site is void where prohibited. Use of this Site is done at your own risk and you are responsible for compliance with all local laws.

O. ASSIGNMENT

You agree that this Agreement and all rights and licenses provided to the CCDC under this Agreement are fully and freely assignable and sub-licensable by the CCDC without compensation to you.

P. INTEGRATION AND MODIFICATION

Except as otherwise specified herein, this Agreement constitutes the entire agreement between you and CCDC with respect to this Site, and supersedes all prior or contemporaneous communications or proposals between you and CCDC with respect to this Site. You may not modify this Agreement other than by obtaining CCDC's signed, written consent to such a modification.

O. NOTICE / CONTACT

1. CCDC can be contacted at the following address:

Catholic Charities of the Diocese of Charleston, Inc.,
1662 Ingram Road
Charleston, SC 29407
Phone: (843) 402-9115, ext. 15
Fax: (843) 402-9071
Email: epeitler@catholic-doc.org

2. Legal notices shall be sent to "CCDC Legal Department" at the above street address. Notice will be considered given upon receipt.

3. CCDC is entitled to assume that any address information that you provide to us is correct, and CCDC may contact you at such address. Notice to you will be considered given when sent.

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