

Terms of Use

Last Modified: January 29th, 2024

Acceptance of these Terms

By using Rye Hill Baptist Church sites, services and mobile applications (together, “Rye Hill Baptist Church sites”), whether as a guest or a registered user, you accept and agree to be bound by these Terms. Please read these Terms carefully before you start to use Rye Hill Baptist Church sites, as well as the Rye Hill Baptist Church Privacy Policy. If you do not agree to these Terms or the Rye Hill Baptist Church Privacy Policy you must not access or use the Rye Hill Baptist Church sites.

Changes to the Terms

Rye Hill Baptist Church sites are offered by Rye Hill Baptist Church (“Rye Hill Baptist Church”, “RHBC”, “we” or “us”). We may revise and update these Terms from time to time at our sole discretion. Any changes are effective when we post them. Your continued use of a Rye Hill Baptist Church site following the posting of revised Terms means that you accept and agree to the changes.

Changes to Rye Hill Baptist Church Sites

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Information About You and Your Access of Rye Hill Baptist Church Sites

All information we collect is subject to our Privacy Policy. By using Rye Hill Baptist Church sites, you consent to all actions taken by us in compliance with the Privacy Policy.

Permitted and Unpermitted Use

You may use Rye Hill Baptist Church sites in accordance with these Terms for either your personal and non-commercial use or for the internal use of your non-profit religious organization. All rights not expressly granted to you are reserved by Rye Hill Baptist Church. You agree you are not permitted and will not use Rye Hill Baptist Church sites as follows:

- in any way that violates any federal, state, local or international law or regulation;
- for the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise;
- to impersonate or attempt to impersonate any company or person, including Rye Hill Baptist Church or;
- to engage in any other conduct which, as determined by us, may harm Rye Hill Baptist Church or others;
- in any manner that could disable, overburden, damage, or impair Rye Hill Baptist Church sites or interfere with any other person’s use of the same;

- use any robot, spider or other automatic device, process or means to access Rye Hill Baptist Church sites for any purpose, including monitoring or copying any of the material on Rye Hill Baptist Church sites;
- to introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful;
- to attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of Rye Hill Baptist Church sites or any server, computer or database connected to Rye Hill Baptist Church sites;
- to attack Rye Hill Baptist Church sites via a denial-of-service attack or a distributed denial-of-service attack; and
- otherwise attempt to interfere with the proper working of Rye Hill Baptist Church sites.

You also agree that you will not send, knowingly receive, upload, download, use or re-use any material which:

- contains any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable;
- promotes sexually explicit or pornographic material, violence, or discrimination on any basis, including that based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringes any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person;
- violates the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under laws or regulations; or
- promotes any illegal activity, or advocates, promotes or assists any unlawful act;
- involves commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising; and/or
- gives the impression that the material emanates from or is endorsed by Rye Hill Baptist Church or any other person or entity, if this is not the case.

Account Security

We allow users to create an account on certain sites which require providing certain information to Rye Hill Baptist Church. If you choose, or are provided with, a user name, password or similar information as part of our security procedures, you agree to treat such information as confidential, and agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of these Terms.

Monitoring and Enforcement; Legal Compliance; Termination

You agree that we have the right to:

- take any action with respect to any user or account that we deem necessary or appropriate in our sole discretion if we believe there to be a violation of these Terms, infringement of third party rights, a threat to the personal safety of others, or a threat or liability or harm to the goodwill associated with Rye Hill Baptist Church or Rye Hill Baptist Church;
- take appropriate action, including without limitation, referral to law enforcement and disclosure of your information, for any illegal or unauthorized use of Rye Hill Baptist Church; and/or
- terminate or suspend your access to all or part of Rye Hill Baptist Church for any or no reason, including without limitation, any violation of these Terms.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through Rye Hill Baptist Church. YOU WAIVE AND HOLD HARMLESS Rye Hill Baptist Church AND ITS LICENSEES AND SERVICE PROVIDERS AND ALL OF THEIR EMPLOYEES, OFFICERS AND DIRECTORS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF LEGAL INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER Rye Hill Baptist Church OR LAW ENFORCEMENT AUTHORITIES.

Your Reliance on Information

The information presented on or through Rye Hill Baptist Church sites is made available solely for general information purposes. Although we strive to provide information found on Rye Hill Baptist Church sites in various languages, translations to languages other than English of Rye Hill Baptist Church sites content are provided to us by other parties and we do not represent or warrant the accuracy of those translations. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. **We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to Rye Hill Baptist Church sites, or by anyone who may be informed of any of its contents.**

Intellectual Property Rights

Rye Hill Baptist Church sites and their contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement of the same), are owned by Rye Hill Baptist Church, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

Logos and Designs

The Rye Hill Baptist Church name and logo and all related names, logos, product and service names, designs and slogans are trademarks and/or copyright of Rye Hill Baptist Church. You must not use these marks and copyright without the prior written permission of Rye Hill Baptist Church. All other names, logos, product and service names, designs and slogans on Rye Hill Baptist Church sites are the trademarks of their respective owners.

Copyright Infringement

If you believe that any content provided on any Rye Hill Baptist Church site violates your copyright or other rights, please contact our designated agent by: (a) Rye Hill Baptist Church, 11501 U.S. Highway 71 South, Fort Smith, AR 72916; (b) phone at 479-646-1044; or (c) electronic mail at ryehillbc@gmail.com. Please be aware that it is the policy of Rye Hill Baptist Church to terminate the user accounts of repeat infringers.

Third Party Links and Services

Rye Hill Baptist Church may include content provided by third parties. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to Rye Hill Baptist Church, you do so entirely at your own risk and subject to the terms and conditions of use for such websites. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Rye Hill Baptist Church, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not

necessarily reflect the opinion of Rye Hill Baptist Church. **We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.**

Geographic Restrictions

Rye Hill Baptist Church is based in the state of Arkansas in the United States. We make no claims that Rye Hill Baptist Church sites or any of its content are accessible or appropriate outside of the United States. Access to Rye Hill Baptist Church sites may not be legal by certain persons or in certain countries. If you access Rye Hill Baptist Church sites from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

YOUR USE OF ANY Rye Hill Baptist Church SITE, ITS CONTENT AND ANY FUNCTIONALITY, SERVICES OR ITEMS OBTAINED THROUGH Rye Hill Baptist Church SITES IS AT YOUR OWN RISK, ALL OF WHICH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER Rye Hill Baptist Church NOR ANY PERSON ASSOCIATED WITH Rye Hill Baptist Church MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF Rye Hill Baptist Church. WITHOUT LIMITING THE FOREGOING, NEITHER Rye Hill Baptist Church NOR ANYONE ASSOCIATED WITH Rye Hill Baptist Church REPRESENTS OR WARRANTS THAT Rye Hill Baptist Church OR ANY FUNCTIONALITY, CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH Rye Hill Baptist Church SITES WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT Rye Hill Baptist Church SITES OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE Rye Hill Baptist Church SITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE Rye Hill Baptist Church SITES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

Rye Hill Baptist Church HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

IN NO EVENT WILL Rye Hill Baptist Church, ITS LICENSORS, SERVICE PROVIDERS, OR ANY OF THEIR EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, ANY Rye Hill Baptist Church SITE, ANY WEBSITES LINKED TO IT, ANY CONTENT OFFERED ON OR THROUGH THE Rye Hill Baptist Church SITES OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE Rye Hill Baptist Church SITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED

SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify and hold harmless Rye Hill Baptist Church, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of Rye Hill Baptist Church sites, including, but not limited to, any use of Rye Hill Baptist Church content, services and products other than as expressly authorized in these Terms or your use of any information obtained from Rye Hill Baptist Church sites.

Governing Law and Jurisdiction

All matters, disputes, or claims relating to Rye Hill Baptist Church and these Terms (including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Arkansas without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of, or related to, these Terms shall be instituted exclusively in the federal courts of the United States or the courts of the State of Arkansas in each case located in the City of Fort Smith, AR, Sebastian County. By agreeing to these Terms and using Rye Hill Baptist Church sites, you waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Waiver and Severability

Rye Hill Baptist Church may only waive its rights under these Terms in writing. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms will continue in full force and effect.

Entire Agreement

These Terms and our Privacy Policy constitute the sole and entire agreement between you and Rye Hill Baptist Church, with respect to Rye Hill Baptist Church sites and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to Rye Hill Baptist Church sites.

Your Comments and Concerns

Rye Hill Baptist Church sites are operated by Rye Hill Baptist Church. All feedback, comments, requests for technical support and other communications relating to Rye Hill Baptist Church sites should be directed to: Rye Hill Baptist Church 11501 U.S. Highway 71 South, Fort Smith, AR 72916 or ryehillbc@gmail.com.