

Written For Christ: Terms of Use

It is the vision of Written For Christ to energize churches through products and services, so the churches can impact their members and communities. – Our Vision Statement

Welcome to Written for Christ! Written for Christ (“we” or “us”), is a 501(c)3 nonprofit charitable organization whose mission is to empower and engage people around the world to collect and develop content in order churches operate more effectively.

Written for Christ strives to make and keep educational and informational content from the Projects available on the internet for a minimal charge, in perpetuity.

We welcome you (“you” or the “user”) as a reader, editor, author, or contributor of the Written for Christ Projects, and we encourage you to join the Written for Christ community. Before you participate, however, we ask that you please read and agree to the following Terms of Use (“Terms of Use”).

Overview

These Terms of Use tell you about our clients of Written for Christ, our relationship to you as a user, and the rights and responsibilities that guide us both. We want you to know that we plan to listen to users like yourself, in order to improve our products for churches. We merely follow the direction of you and our Lord God.

The community - the network of users who are constantly building and using the various sites or Projects - are the principal means through which the goals of the mission are achieved.

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1. Our Services

Written for Christ is a non-profit organization which will build up and strengthen the individuals and communities of churches, by providing material and services, which shall encourage Christian living. Written for Christ is dedicated to encouraging the growth and development of our churches and distribution of Christian products and services. Our role is to determine what the churches need and then determine how we will meet those needs by the grace of God and you. However, for many of the products and services, we will sometimes act as a hosting service, maintaining the infrastructure and organizational framework that allows our users to design and produce the images and videos. Through your comments and voting on priorities; Written for Christ Projects will be designed by your imagination. Because of our unique role, there are a couple of things you should be aware of when considering our relationship to you, the Projects, and the other users:

We do not take an editorial role on all the images and videos: Because Written for Christ Projects are collaboratively edited, most of the images and video content that we host is provided by users like yourself, and we do not take an editorial role. This means that we generally do not monitor or edit the content of the church websites, and we do not take any responsibility for this content. Similarly, we do not endorse any opinions expressed via our services, and we do not represent or guarantee the truthfulness, accuracy, or reliability of any submitted church community content. Instead, we simply provide access to the content that your fellow users have contributed to.

You are responsible for your own actions: You are legally responsible for your posts and contributions on Written for Christ Projects, so for your own protection you should exercise caution and avoid contributing any content that may result in criminal or civil liability under any applicable laws. For clarity, applicable law includes at least the laws of the United States of America. Although we may not agree with such actions, we warn editors and contributors that authorities may seek to apply other country laws to you, including local laws where you live or where you view or edit content. Written for Christ generally cannot offer any protection, guarantee, immunity or indemnification.

2. Privacy Policy

We ask that you review the terms of our Privacy Policy, so that you are aware of how we collect and use your information. Because our services are used by people all over the world, personal information that

we collect may be stored and processed in the United States of America. By using our services, you consent to any such transfer of information outside your country.

3. Content We Host

This is a Christian website, with Christian contributors, yet not everybody agrees what Christian standards are.

You may find some material objectionable or erroneous: Because we provide a wide array of content that is produced or gathered by fellow users, you may encounter material that you find offensive, erroneous, misleading, mislabeled, or otherwise objectionable. We therefore ask that you use common sense and proper judgment when using our services. Please report any material which is anti-Christ teachings to your leaders.

Our content is for general informational purposes for churches only: Although we will host a great deal of information that pertains to Christian beliefs, this content is presented for general informational churches purposes only. It should not be taken as professional advice. Please seek independent professional counseling from someone who is licensed or qualified in the applicable area in lieu of acting on any information, opinion, or advice contained in one of the Project websites with images and videos.

4. Refraining from Certain Activities

The Projects hosted by the Written for Christ only exist because of the vibrant community of users like you who collaborate together to gather material, edit, and curate the content. We happily welcome your participation in this religious community. We encourage you to be civil and polite in your interactions with others in the Christian community, to act in good faith, and to make edits and contributions aimed at furthering the mission of the shared Project.

Certain activities, whether legal or illegal, may be harmful to other users and violate our rules, and some activities may also subject you to liability. Therefore, for your own protection and for that of other users, you may not engage in such activities on our sites. These activities include:

Harassing and Abusing Others

Engaging in harassment, threats, stalking, spamming, or vandalism; and

Transmitting chain mail, junk mail, or spam to other users.

Violating the Privacy of Others

Infringing the privacy rights of others under the laws of the United States of America or other applicable laws (which may include the laws where you live or where you view or edit content);

Soliciting personally identifiable information for purposes of harassment, exploitation, violation of privacy, or any promotional or commercial purpose not explicitly approved by the Written for Christ, and

Soliciting personally identifiable information from anyone under the age of 18 for an illegal purpose or violating any applicable law regarding the health or well-being of minors.

Engaging in False Statements, Impersonation, or Fraud

Intentionally or knowingly posting content that constitutes libel or defamation;

With the intent to deceive, posting content that is false or inaccurate;

Attempting to impersonate another user or individual, misrepresenting your affiliation with any individual or entity, or using the username of another user with the intent to deceive; and

Engaging in fraud.

Committing Infringement

Infringing copyrights, trademarks, patents, or other proprietary rights under applicable law.

Misusing Our Services for Other Illegal Purposes

Posting child pornography or any other content that violates applicable law concerning child pornography;

Posting or trafficking in obscene material that is unlawful under applicable law; and

Using the services in a manner that is inconsistent with applicable law.

Engaging in Disruptive and Illegal Misuse of Facilities

Posting or distributing content that contains any viruses, malware, worms, Trojan horses, malicious code, or other device that could harm our technical infrastructure or system or that of our users;

Engaging in automated uses of the site that are abusive or disruptive of the services and have not been approved by Written for Christ community;

Disrupting the services by placing an undue burden on a Project website or the networks or servers connected with a Project website;

Disrupting the services by inundating any of the Project websites with communications or other traffic that suggests no serious intent to use the Project website for its stated purpose;

Knowingly accessing, tampering with, or using any of our non-public areas in our computer systems without authorization; and

Probing, scanning, or testing the vulnerability of any of our technical systems or networks unless all the following conditions are met:

such actions do not unduly abuse or disrupt our technical systems or networks;

such actions are not for personal gain (except for credit for your work);

you report any vulnerabilities to Written for Christ developers (or fix it yourself); and
you do not undertake such actions with malicious or destructive intent.

Paid contributions without disclosure

These Terms of Use prohibit engaging in deceptive activities, including misrepresentation of affiliation, impersonation, and fraud. As part of these obligations, you must disclose your employer, client, and affiliation with respect to any contribution for which you receive, or expect to receive, compensation. You must make that disclosure in at least one of the following ways:

a statement on your user page,

a statement on the talk page accompanying any paid contributions, or

a statement in the edit summary accompanying any paid contributions.

Applicable law, or community and Foundation policies and guidelines, such as those addressing conflicts of interest, may further limit paid contributions or require more detailed disclosure.

A Written for Christ Project community may adopt an alternative paid contribution disclosure policy. If a Project adopts an alternative disclosure policy, you may comply with that policy instead of the requirements in this section when contributing to that Project. An alternative paid contribution policy will only supersede these requirements if it is approved by the relevant Project community and listed in the alternative disclosure policy page.

For more information, please read our FAQ on disclosure of paid contributions.

We reserve the right to exercise our enforcement discretion with respect to the above terms.

5. Password Security

You are responsible for safeguarding your own password and should never disclose it to any third party. Written For Christ does their part, by encrypting passwords on the database and during the network transfer of your password.

6. Trademarks

Although you have considerable freedoms for re-use of the content on the Project websites, it is important that, at the Written for Christ, we protect our trademark rights so that we can protect our users from fraudulent impersonators. Because of this, we ask that you please respect our trademarks. All Written for Christ trademarks belong to Written for Christ, and any use of our trade names, trademarks, service marks, logos, or domain names must be in compliance with these Terms of Use and in compliance with our Trademark Policy.

7. Third-party Websites and Resources

You are solely responsible for your use of any third-party websites or resources. Although the Projects contain links to third-party websites and resources, we do not endorse and are not responsible or liable for their availability, accuracy, or the related content, products, or services (including, without limitation, any viruses or other disabling features), nor do we have any obligation to monitor such third-party content.

8. Management of Websites

The community has the primary role in creating and enforcing policies applying to the different Project editions. At Written for Christ Foundation, we rarely intervene in community decisions. In an unusual case, the need may arise, or the community may ask us, to address an especially problematic user because of significant Project disturbance or dangerous behavior. In such cases, we reserve the right, but do not have the obligation to:

Investigate your use of the service (a) to determine whether a violation of these Terms of Use, Project edition policy, or other applicable law or policy has occurred, or (b) to comply with any applicable law, legal process, or appropriate governmental request;

Detect, prevent, or otherwise address fraud, security, or technical issues or respond to user support requests;

Refuse, disable, or restrict access to the contribution of any user who violates these Terms of Use;

Ban a user from editing or contributing or block a user's account or access for actions violating these Terms of Use, including repeat copyright infringement;

Take legal action against users who violate these Terms of Use (including reports to law enforcement authorities); and

Manage otherwise the Project websites in a manner designed to facilitate their proper functioning and protect the rights, property, and safety of ourselves and our users, licensors, partners, and the public.

In the interests of our users and the Projects, in the extreme circumstance that any individual has had his or her account or access blocked under this provision, he or she is prohibited from creating or using another account on or seeking access to the same Project, unless we provide explicit permission.

Without limiting the authority of the community, Written for Christ itself will not ban a user from editing or contributing or block a user's account or access solely because of good faith criticism that does not result in actions otherwise violating these Terms of Use or community policies.

Written for Christ community and its members may also take action when so allowed by the community or Foundation policies applicable to the specific Project edition, including but not limited to warning,

investigating, blocking, or banning users who violate those policies. You agree to comply with the final decisions of dispute resolution bodies that are established by the community for the specific Project editions (such as arbitration committees); these decisions may include sanctions as set out by the policy of the specific Project edition.

Especially problematic users who have had accounts or access blocked on multiple Project editions may be subject to a ban from all of the Project editions, in accordance with the Global Ban Policy. In contrast to Board resolutions or these Terms of Use, policies established by the community, which may cover a single Project edition or multiple Projects editions (like the Global Ban Policy), may be modified by the relevant community according to its own procedures.

The blocking of an account or access or the banning of a user under this provision shall be in accordance with Section 12 of these Terms of Use.

9. Resolutions and Project Policies

Written for Christ Board of Trustees releases official policies from time to time. Some of these policies may be mandatory for a particular Project or Project edition, and, when they are, you agree to abide by them as applicable.

10. Termination

Though we hope you will stay and continue to contribute to the Projects, you can stop using our services anytime. In certain (hopefully unlikely) circumstances it may be necessary for either ourselves or Written for Christ community or its members (as described in Section 10) to terminate part or all of our services, terminate these Terms of Use, block your account or access, or ban you as a user. If your account or access is blocked or otherwise terminated for any reason, your public contributions will remain publicly available (subject to applicable policies), and, unless we notify you otherwise, you may still access our public pages for the sole purpose of reading publicly available content on the Projects. In such circumstances, however, you may not be able to access your account or settings. We reserve the right to suspend or end the services at any time, with or without cause, and with or without notice. Even after your use and participation are banned, blocked or otherwise suspended, these Terms of Use will remain in effect with respect to relevant provisions, including Sections 1, 3, 4, 6, 7, 9-15, and 17.

11. Disputes and Jurisdiction

Highlighted for emphasis

We hope that no serious disagreements arise involving you, but, in the event there is a dispute, we encourage you to seek resolution through the dispute resolution procedures or mechanisms provided by the Projects or Project editions and Written for Christ. If you seek to file a legal claim against us, you agree to file and resolve it exclusively in a state or federal court located in San Diego County, California.

You also agree that the laws of the State of California and, to the extent applicable, the laws of the United States of America will govern these Terms of Use, as well as any legal claim that might arise between you and us (without reference to conflict of laws principles). You agree to submit to the personal jurisdiction of, and agree that venue is proper in, the courts located in San Diego County, California, in any legal action or proceeding relating to us or these Terms of Use.

To ensure that disputes are dealt with soon after they arise, you agree that regardless of any statute or law to the contrary, any claim or cause of action you might have arising out of or related to use of our services or these Terms of Use must be filed within the applicable statute of limitations or, if earlier, one (1) year after the pertinent facts underlying such claim or cause of action could have been discovered with reasonable diligence (or be forever barred).

12. Disclaimers

Highlighted for emphasis

At Written for Christ, we do our best to provide educational and informational content to a very wide audience, but your use of our services is at your sole risk. We provide these services on an "as is" and "as available" basis, and we expressly disclaim all express or implied warranties of all kinds, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no warranty that our services will meet your requirements, be safe, secure, uninterrupted, timely, accurate, or error-free, or that your information will be secure.

We are not responsible for the content, code, data, or actions of third parties, and you release us, our directors, officers, employees, and agents from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against any such third parties. No advice or information, whether oral or written, obtained by you from us or through or from our services creates any warranty not expressly stated in these Terms of Use.

Any material downloaded or otherwise obtained through your use of our services is done at your own discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material. You agree that we have no responsibility or liability for the deletion of, or the failure to store or to transmit, any content or communication maintained by the service. We retain the right to create limits on use and storage at our sole discretion at any time with or without notice.

Some states or jurisdictions do not allow the types of disclaimers in this section, so they may not apply to you either in part or in full depending on the law.

13. Limitation on Liability

Highlighted for emphasis

Written for Christ will not be liable to you or to any other party for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses, regardless of whether we were advised of the possibility of such damage. In no event shall our liability exceed one thousand U.S. dollars (USD 1000.00) in aggregate. In the case that applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, the above limitation or exclusion may not apply to you, although our liability will be limited to the fullest extent permitted by applicable law.

14. Modifications to these Terms of Use

Just as Written for Christ community's input is essential for the growth and maintenance of the Projects, we believe that community input is essential for these Terms of Use to properly serve our users. It is also essential for a fair contract. Therefore, we will provide these Terms of Use, as well as any substantial future revisions of these Terms of Use, to the community for comment at least thirty (30) days before the end of the comment period. If a future proposed revision is substantial, we will provide an additional 30 days for comments after posting a translation of the proposed revision in at least three languages (selected at our discretion). The community will be encouraged to translate the proposed revision in other languages as appropriate. For changes for legal or administrative reasons, to correct an inaccurate statement, or changes in response to community comments, we will provide at least three (3) days' notice.

Because it may be necessary to modify these Terms of Use from time to time, we will provide notice of such modifications and the opportunity to comment via the Project websites, and via a notification on Written for Christ (Announce). However, we ask that you please periodically review the most up-to-date version of these Terms of Use (available at <http://writtenforchrist.org/> (Terms of use)). Your continued use of our services after the new Terms of Use become official following the notice and review period constitutes an acceptance of these Terms of Use on your part. For the protection of Written for Christ Foundation and other users like yourself, if you do not agree with our Terms of Use, you cannot use our services.

15. Other Terms

These Terms of Use do not create an employment, agency, partnership, or joint venture relationship between you and us, Written for Christ Foundation. If you have not signed a separate agreement with us, these Terms of Use are the entire agreement between you and us. If there is any conflict between these Terms of Use and a signed written agreement between you and us, the signed agreement will control.

You agree that we may provide you with notices, including those regarding changes to the Terms of Use, by email, regular mail, or postings on Project websites.

If in any circumstance, we do not apply or enforce any provision of these Terms of Use, it is not a waiver of that provision.

You understand that, unless otherwise agreed to in writing by us, you have no expectation of compensation for any activity, contribution, or idea that you provide to us, the community, or Written for Christ Projects or Project editions.

Notwithstanding any provision to the contrary in these Terms of Use, we (Written for Christ) and you agree not to modify the applicable terms and requirements of any free license that is employed on the Projects or Project editions when such free license is authorized by these Terms of Use.

These Terms of Use were written in English (U.S.). While we hope that translations of these Terms of Use are accurate, in the event of any differences in meaning between the original English version and a translation, the original English version takes precedence.

If any provision or part of a provision of these Terms of Use is found unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and will be enforced to the maximum extent permissible, and all other provisions of these Terms of Use will remain in full force and effect.

Thank You!

We appreciate your taking the time to read these Terms of Use, and we are very happy to have you contributing to the Projects and using our services. Through your contributions, you are helping to build something really big – not only an important collection of collaboratively edited reference Projects that provides education and information to millions who might otherwise lack access, but also a vibrant community of like-minded and engaged peers, focused on a very noble goal.