



## **Our Lady of the Lake Privacy Policy**

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**Chapter: Cyber Security**

**Policy Title: Our Lady of the Lake Privacy Policy**

**Policy Number: 2022.1**

**Effective Date: 7/1/2022**

### **Privacy Policy**

Our Lady of the Lake (“OLL”) has created this Privacy Policy to demonstrate our commitment to user privacy and online data security, and to communicate our online information gathering, use, and dissemination practices for users of this Our Lady of the Lake site (the “Site”). Please take the time to read and understand our privacy policies so that you can understand how we treat your personally identifiable information. OLL reserves the right to change the terms and conditions of this Privacy Policy at any time in its sole discretion. OLL shall notify you of such changes by posting the changes on the Site. You are responsible for regularly reviewing this Privacy Policy and all such changes. Continued use of the Site after any such changes have been posted shall constitute your agreement to such changes.

### **Information Collected**

You are not required to provide any personally identifiable information (information that reveals your identity) when visiting the Site. OLL also does not capture any such personally identifiable information without your knowledge or consent. You are free to read and review the information contained in the Site. You may voluntarily submit personally identifiable information through emails to OLL.

### **OLL's Protection and Use of Your Identifiable Information**

If you choose to provide OLL with personally identifiable information, OLL will only use that personally identifiable information within its organization to respond to your specific request or email, and to inform you of various programs, activities, or services. OLL will store this personally identifiable information in its secure database and will take appropriate measures to safeguard it against unauthorized disclosure or use. Any personally identifiable information you submit will not be shared with, disclosed, or distributed to third parties, except that OLL may disclose your personally identifiable information when required to do so by law (e.g. in response to a court order or a subpoena, when requested by a law enforcement agency, and/or when OLL has reason to believe that someone is causing injury to or interference with the rights or property of another).

### **Opt-Out Policy**

You have the option to opt out of being contacted by or receiving information from OLL, and to choose how OLL uses your personally identifiable information. You may also review, update, and correct your personally identifiable information. You may exercise these options by sending an email with your request to [office@oll.org](mailto:office@oll.org).

### **Transaction Security Policy**

Donation and payment sites are compliant with the Payment Card Industry-Data Security Standards (PCI-DSS) to ensure secure transmission of your personal data when you donate or make payments online. Every year, PCI compliant companies undergo a rigorous PCI audit to certify that systems, policies, procedures, and processes meet compliance standards set by the Payment Card Industry Security Standards Council (PCI-SSC).



## **Our Lady of the Lake Terms of Use**

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**Chapter: Cyber Security**

**Policy Title: Our Lady of the Lake Terms of Use**

**Policy Number: 2022.2**

**Effective Date: 7/1/2022**

### **Terms of Use Policy**

#### **Introduction and Terms of Use**

Welcome to the Internet site ("Site") of Our Lady of the Lake Parish ("OLL"). The Site is operated by OLL and/or its affiliates. There are no fees to access and use the Site. HOWEVER, PLEASE READ THESE TERMS OF USE ("TOU") CAREFULLY BEFORE USING THE SITE. THESE TOU GOVERN YOUR ACCESS TO AND USE OF THE SITE. YOU ARE ALSO SUBJECT TO ALL OTHER TERMS, POLICIES AND PROCEDURES CONTAINED WITHIN THE SITE AND/OR REFERENCED IN THESE TOU. Your use of the Site signifies that you have read and understand these TOU, and that you agree to be bound by them. If you do not agree to be bound by these TOU, you should not access or use the Site. OLL reserves the right to change these TOU or its policies relating to the Site and/or Privacy Policy (referenced below) at any time in its sole discretion. OLL shall notify you of such changes by posting the changes on the Site. You are responsible for regularly reviewing the Site and all such changes. Continued use of the Site after any such changes have been posted shall constitute your agreement to such changes.

#### **Privacy Policy**

The Privacy Policy contained on the Site is incorporated in these TOU by reference, but these TOU shall govern any conflict or inconsistency with the Privacy Policy.

#### **Content, License and Restrictions on Use**

All audio and visual information, images, photographs, video, text, documents, products and other materials contained or displayed in, or made available through, the Site (the "Content") are owned by OLL, its affiliates and/or its third-party licensors. You are hereby granted a personal, non-exclusive, non-transferable license to, solely for your own personal use and benefit: (a) access, view, download, store, print, copy, use, analyze, reformat, distribute and display Content; and (b) use the tools and software on the Site. You may not, except as expressly authorized in these TOU: (a) remove or destroy any proprietary rights marks or legends on or in the Site or any Content; (b) reproduce, modify, enhance, adapt, translate, distribute, or create derivative works of the Site or any Content; (c) transfer, assign, sublicense, rent, lease or sell the Site or Content; (d) decompile, disassemble, or reverse engineer the Site; and/or (e) "frame" or "mirror" any Content contained on, or accessible through, the Site on any other server or Internet-based device. Except for the license granted above, you have no right, title, or interest in or to the Site or any Content. OLL, its affiliates and/or third-party licensors have and retain all proprietary rights, title, and interests, including all intellectual property rights, in and to the Site and Content. All rights not expressly granted by OLL to you are retained by OLL, and you may not use the Site and/or any Content in any manner or for any purpose not expressly authorized by these TOU.

#### **Access to Protected/Secure Areas.**

You may receive a password permitting access to secure areas of the site(s) operated by OLL. You are responsible for maintaining the confidentiality of your password. You shall be responsible for all uses of your password, whether or not authorized by you. You agree to immediately notify OLL of any unauthorized use of your password. OLL cannot and will not be liable for any loss or damage arising from your failure to comply with this section. Access to and use of password protected and/or secure areas are restricted to authorized users only. Unauthorized individuals attempting to access these areas may be subject to prosecution.

## **Trademarks and Logos**

"Our Lady of the Lake Parish" and all other marks and logos used in association with the Site and/or Content ("Marks") are trademarks of the OLL, its affiliates or third parties. You may not display, copy, redistribute or use any of the Marks in any manner, except as permitted by law.

## **Links To Other Sites**

Please exercise discretion while browsing the Internet and using the Site. You should be aware that when you are on the Site, you could be directed to other sites that are beyond OLL's control. OLL provides any such links to you only as a matter of convenience. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. Unless expressly stated on the Site, OLL is not affiliated with, and OLL does not endorse or sponsor, any sites on the Internet that are linked through or to the Site. OLL makes no representations or warranties concerning the content of sites linked through or to the Site, or their information gathering, use or dissemination practices. In no event shall OLL be responsible for the accuracy, relevancy, copyright compliance, legality, or decency of material contained in sites linked through or to the Site, and in no event shall OLL be responsible or liable for any content, products, or other materials on or available from or through such sites.

## **Prohibited Activities**

You agree to abide by all applicable local, state, and federal laws, regulations, statutes, rules, and ordinances, in connection with your use of the Site and Content. Without limiting the foregoing, you shall not use the Site or Content to: (a) send unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (b) harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses; (c) transmit through or post on the Site unlawful, harassing, libelous, abusive, bigoted, hateful, racially offensive, tortuous, defamatory, threatening, harmful, invasive of another's privacy, vulgar, obscene or otherwise objectionable material of any kind or nature or which is harmful to minors in any way; (d) transmit any material that may infringe the intellectual property rights or other rights of third parties, including trademark, trade secret, copyright or right of publicity; (e) transmit any material that contains software viruses or other harmful or deleterious computer code, files or programs such as Trojan horses, worms, time bombs or cancelbots; (f) interfere with or disrupt servers or networks connected to the Site or violate the regulations, policies or procedures of such networks; (g) attempt to gain unauthorized access to the Site or computer systems or networks connected to the Site through password mining or any other means; (h) harass or interfere with another user's use and enjoyment of the Site; or (i) advocate illegal activity or discuss illegal activities with the intent to commit them.

## **Forums, Chat Room and/or Other Social Networking Tools.**

Forums, chat rooms, bulletin boards, newsgroups, communities, or other social networking tools may, from time to time, be located in, or made available for access through, the OLL Web site (collectively, "Social Networking Services"). You must be eighteen (18) or over to use forums, chat rooms, or other social networking tools that may be accessed through the OLL Web sites. By accessing such Social Networking Services, you agree to these conditions of use, and, further, you warrant that you are eighteen (18) years of age or older and have the authority and the right to enter into this agreement. Postings to any message board, bulletin board, chatroom, forum, or other Social Networking Service, located in or accessed through this Site will not be protected as confidential, and OLL may use and provide information contained in any such postings (including any remarks, suggestions, ideas, concepts, know-how or other intellectual property) for any purpose whatsoever and as deemed appropriate by OLL. By providing any such information or materials to OLL, you grant to OLL an unrestricted, irrevocable, worldwide, royalty-free license to use, reproduce, and display such information and materials, and you agree that OLL is free to use any remarks, suggestions, ideas, concepts, know-how or other intellectual property. You acknowledge and agree that you are responsible for whatever material you submit, and you agree not to post or otherwise disseminate any unlawful, defamatory, libelous, threatening, obscene, harassing, vulgar or otherwise unlawful information of any kind, or materials that incorporate the proprietary rights of any person. You understand and agree that OLL shall have no liability for any information or material contained on a bulletin

board, message board, forum or other Social Networking Service posting site. You agree to use the Social Networking Services only to post, send and receive messages and material that are proper and related to the particular Social Networking Service. By way of example, and not as a limitation, you agree that when using a Social Networking Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful topic, name, material, or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose unless such Social Networking Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Social Networking Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Social Networking Services.
- Violate any code of conduct or other guidelines which may be applicable for any Social Networking Service.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

#### **Editorial control.**

Except as set forth in the OLL Privacy Policy, your participation in the Social Networking Services may be edited, censored, or otherwise controlled by OLL; however, OLL has no obligation to monitor the Social Networking Services. Except as set forth in the OLL Privacy Policy, OLL reserves the right to review materials posted to a Social Networking Service and to remove any materials in their sole discretion. OLL reserve the right to terminate your access to any or all the Social Networking Services at any time without notice for any reason whatsoever. OLL reserves the right to delete or edit any content submitted to any Social Networking Service, as it deems necessary, but you agree that OLL has no obligation to do so. You agree that the administrators and authorized moderators, if any, of a Social Networking Service have the right to remove, edit, move, or close any topic at any time should they see fit or if they are deemed to violate these terms. You acknowledge that all posts made to a Social Networking Service express the views and opinions of the author and do not represent OLL. Therefore, OLL will not be held liable for any forum content or claims arising from Social Networking Service content whether or not arising under the laws of copyright, defamation, privacy, obscenity or otherwise.

#### **Interactions with others through Social Networking Services.**

Always use caution when giving out any personally identifying information about yourself or your children in any Social Networking Service. OLL does not necessarily control or endorse the content, messages or information found in any Social Networking Service, and, therefore, OLL specifically disclaims any liability regarding any Social Networking Services and any actions resulting from your participation in any Social Networking Service. Managers, moderators, and hosts of Social Networking Services are not necessarily authorized spokespersons of the OLL, and their views do not necessarily reflect those of OLL. By responding to or otherwise acting upon a posting of another user, you waive any claims against OLL for damages arising from such response or reliance upon statements in such other user's posting(s). OLL assumes no responsibility or legal liability for any loss, injury, or problems you may suffer because of any contact with anyone you meet through OLL, this Web site or any Social Networking Service. All exchange of personal information, including, but not limited to, addresses and telephone numbers with others, by e-mail,

at an OLL-sponsored event or otherwise is completely voluntary on the part of the users. Any exchange of personal information by members is based on the sole discretion and risk of the users.

### **Submissions**

By uploading or providing any Postings, suggestions, information, ideas, feedback, recommendations or other information and/or materials (collectively, "Submissions") to any Forum or to OLL directly, you automatically grant (or warrant that the owner of such materials expressly grants) OLL and its affiliates a perpetual, royalty-free, paid-up, worldwide, irrevocable, non-exclusive, unrestricted right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such Submissions, and/or incorporate such Submissions into any form, medium, or technology now known or later developed throughout the world. In addition, you warrant that all so-called "moral rights" in those materials have been waived.

### **Indemnification**

You shall indemnify, defend and hold OLL, its licensors and information providers, and each such party's parents, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents, harmless from and against any and all claims, actions, proceedings, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of or in connection with (a) your use of the Site and/or Content; and/or (b) your breach of these TOU and/or violation of any applicable law or right of a third party.

### **DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY**

YOUR USE OF THE SITE AND CONTENT IS AT YOUR OWN RISK. THE SITE AND CONTENT ARE PROVIDED TO YOU ON AN "AS IS" BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE. WITHOUT LIMITING THE FOREGOING, NEITHER OLL, ITS LICENSORS NOR ANY INFORMATION PROVIDERS MAKE ANY REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SITE AND/OR CONTENT, OR THAT THE USE OF THE SITE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA. ALL OTHER CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY OLL, ITS LICENSORS, AND INFORMATION PROVIDERS.

Some jurisdictions do not allow the exclusion of implied warranties such that the above exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from jurisdiction to jurisdiction.

REGARDLESS OF THE FORM OF ACTION OR THEORY OF RECOVERY, IN NO EVENT SHALL OLL, ITS AFFILIATES, LICENSORS OR INFORMATION PROVIDERS BE LIABLE OR RESPONSIBLE TO YOU FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, IN ASSOCIATION WITH THESE TOU, YOUR USE OF THE SITE AND/OR CONTENT, YOUR RELIANCE ON THE INFORMATION, DATA, ADVICE AND/OR MATERIALS CONTAINED IN OR MADE AVAILABLE TO YOU THROUGH THE SITE AND/OR CONTENT; AND/OR THE ACTIONS OR OMISSIONS OF OLL, REGARDLESS OF WHETHER OLL IS AWARE OF THEIR POSSIBILITY. YOU UNDERSTAND THAT THE DISCLAIMER OF WARRANTIES AND THE LIMITATIONS OF LIABILITY ARE ESSENTIAL TO ALLOW OLL TO PROVIDE THE SITE AND CONTENT SET FORTH HEREIN. YOU UNDERSTAND AND AGREE THAT BUT FOR THESE PROVISIONS, OLL WOULD NOT MAKE THE SITE AND/OR CONTENT AVAILABLE TO YOU.

### **Third Party Interaction**

Because OLL is not and cannot be a party in your communications, interactions and/or transactions with advertisers, sponsors, third-party content providers, other users or other third parties on or through the Site, if you have a dispute with one or more such third parties, you acknowledge that your sole and exclusive remedies are against such third parties. You expressly covenant not to sue OLL in association with such

disputes, and hereby release OLL, its subsidiaries, affiliates, officers, directors, agents, and employees from all claims, demands, suits, expenses, fees (including attorneys' fees), judgments, penalties, fines and damages of every kind and nature, known and unknown, suspected, and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

### **Jurisdictional Issues**

OLL makes no representation that Content, materials, or information on the Site is appropriate or available for use in any location. Those who choose to access the Site do so on their own initiative and are responsible for compliance with local laws.

### **Governing Law and Venue**

To ensure consistency in the interpretation and enforcement of these TOU and OLL's rights in the Site, Content and other proprietary materials, these TOU will be governed exclusively by Michigan law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. You expressly agree that any litigation arising between the parties related, in any way, to these TOU, the Site, the Content and/or all disputes, actions, claims, or causes of action related thereto shall be initiated and maintained only in the U.S. District Court for the Western District of Michigan, and/or Circuit Court of the County Kent, Michigan. You expressly consent and irrevocably submit to the exclusive personal jurisdiction and venue of such courts.

### **General Provisions**

If any provision of these TOU is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be modified to the extent necessary to be valid and enforceable, and all other provisions of these TOU shall remain in full force and effect. The failure of OLL to enforce any right or provision in these TOU shall not constitute a waiver of such right or provision unless acknowledged and agreed to by OLL in writing. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy will affect the other provisions of these TOU.