

Navigation Church Website and Mobile Application Terms of Use

Effective Date: September 1, 2024

These Terms of Use (“Terms”) govern the relationship between you (“you” or “User”) and Navigation Church (“we” or “Navigation”) concerning the Navigation Church website (the “Site”) and mobile application(s) (each, an “Application”). By using or accessing this Website and/or this Application, you agree to these Terms, as updated from time to time (provided only those Terms applicable at the time of your visit and/or use will govern). The Site and Application provide a varying range of services, which may require that you review and accept supplemental terms that apply to your use of the Website and the Application. To the extent those supplemental terms conflict with these Terms, the supplemental terms govern.

Contents

1. Description of Services	1
2. Privacy and Submission of Data to Navigation	1
3. Account Registration	1
4. Navigation Church Content	1
5. User Material	2
6. User Conduct	3
7. Access to Site and Application/Violation of Terms	4
8. Mobile Devices	5
9. Online Giving	5
10. Intellectual Property	6
11. Modification of Service	6
12. Modification of Terms.....	7
13. Indemnity	7
14. Limitation of Liability	7
15. Governing Law	7
16. Entire Agreement	8

1. Description of Services

The Site and Application provide Users with access to a variety of services and resources including without limitation informational content about Navigation, audio/visual or video content, online giving, spiritual education/development content, and other communications provided by Navigation, or in some instances which you or other Users may provide to the Site or Application. By using the Site and/or Application, you agree to receive certain communications from Navigation, including without limitation service announcements, administrative messages, and other messages which Navigation may disseminate from time to time.

2. Privacy and Submission of Data to Navigation

Any information that you submit to Navigation is governed by the [Navigation Church Privacy Policy](#), which is incorporated herein. Certain functions and services offered through the Site or Application may be provided by a third party in which case those third parties' privacy policies may also apply where indicated. You acknowledge and agree that Navigation has no control over and is not responsible for the privacy practices of any third party.

3. Account Registration

For certain services, including without limitation online giving, you may be asked to create an account with Pushpay or another third party. That third party's own terms of use and privacy may apply and Navigation has no control or responsibility over third parties' privacy and data management practices. Any data Navigation receives from any of these third parties will be governed by Navigation Church's Privacy Policy. If you create an account with Navigation directly through the Site or Application, your account status is subject to compliance with these Terms.

4. Navigation Church Content

All text, graphics, images, music, video, audio, text, maps, animation, widgets, user interfaces, trademarks, logos, software code, and other copyrighted or otherwise proprietary content (collectively, "Content"), including but not limited to the design, structure, selection, coordination, expression, and arrangement of such Content, contained on or within the Site or Application is owned, controlled, or licensed by or to Navigation, and is protected by trade dress, copyright, and trademark laws, and various other intellectual property rights and unfair competition laws.

Except as expressly provided in these Terms or in a separate subscription or other license agreement you may enter into with Navigation, no part of the Site or Application, including Content contained therein, may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, or distributed in any way (including “mirroring”) to any other computer, server, website, or other medium for publication, distribution, or for any enterprise (commercial or non-commercial), without Navigation’s express prior written consent.

You may use information purposely made available by Navigation for downloading (or other distribution) from the Site or Application, provided that you: (1) not remove any proprietary notice language in all copies of such documents; (2) use such information only for your personal, ministry, or informational purposes and do not copy or post such information on any networked computer or otherwise make it publicly available, unless Navigation communicates its intent for such information to be used in this manner; (3) make no modifications to any such information; and (4) not make any additional representations or warranties relating to such information.

5. User Material

Certain locations within the Site or Application may allow you to post reviews, comments, communications, suggestions, ideas, questions, or other information (“User Material”). By posting User Material to the Site or Application, you agree not to post User Material that infringes upon the intellectual property rights of any third party (including but not limited to copyright and trademark), or that is illegal, obscene, threatening, defamatory, invasive of privacy, injurious to any third party, or otherwise objectionable.

You further agree that you will not post or submit any User Material which contains a virus, adware, spyware, or any other software or code which may be harmful to a third party’s computer or network, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of “spam.” You may not create an account using a false e-mail address or post User Material under a false account or a third party’s account without express permission, impersonate any person or entity, or otherwise mislead as to the origin of any post or submission.

Navigation reserves the right to remove or edit any User Material submitted to or posted to the Site or Application. However, Navigation may not regularly review User Material posted to the Site or Application and is not responsible

for content originating with a third party. Navigation makes no warranty regarding User Material posted by third parties. By posting content to the Site or Application, you grant to Navigation an irrevocable, worldwide, non-exclusive license to use or exploit the User Material to market Navigation or its services/products.

6. User Conduct

In consideration of Navigation granting you access to the Site and/or Application, you hereby agree that:

- You will not upload, post, email, transmit or otherwise make available any User Material that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, infringing of another's intellectual property rights (including without limitation copyright), hateful, discriminatory, or racially, ethnically or otherwise objectionable.
- You will not attempt to gain unauthorized access to any portion or feature of the Site or Application or any other systems or networks connected to the Site or Application or to any Navigation server, or to any of the services offered on or through the Site or Application, by hacking, password "mining" or any other illegitimate means.
- You will not probe, scan, or test the vulnerability of the Site Application or any network connected to the Site or Application, nor breach the security or authentication measures on the Site or Application or any network connected to the Site or Application. You may not reverse look-up, trace, or seek to trace any information on any other user of or visitor to the Site or Application, including any Navigation account not owned by you, or exploit the Site or Application or any service or information made available or offered by or through the Site or Application.
- You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or Application or Navigation's systems or networks, or any systems or networks connected to the Site or Application or to Navigation.
- You agree not to use any device, software, or routine to interfere or attempt to interfere with the proper working of the Site or Application

or any transaction being conducted on the Site or Application, or with any other person's use of the Site or Application.

- You will not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to Navigation or through the Site or Application or any service offered on or through the Site or Application. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity when accessing or otherwise using the Site or Application.
- You will not upload, post, email, transmit or otherwise make available any User Material that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).
- You will not use any automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site or Application, or in any way reproduce or circumvent the navigational structure or presentation of the Site or Application, to obtain or attempt to obtain any materials, documents, or information through any means not purposely made available through the Site or Application. Navigation reserves the right to bar any such activity.
- You may not use the Site or Application or any Content for any purpose that is unlawful or prohibited by these Terms, or to solicit the performance of any illegal activity or other activity which infringes the rights of Navigation or others.

7. Access to Site and Application/Violation of Terms

You understand and agree that you are solely responsible for obtaining access to the Site and Application, which may involve equipment and third-party fees (such as Internet service provider fees, airtime charges, or other charges associated with the display and delivery of electronic communications).

You agree that Navigation may, for any reason or no reason and without prior notice, at Navigation's sole discretion, immediately terminate your account and/or access to the Site or Application at any time and for any reason, and

shall not be liable to you or any third party for any termination of your account or access to the Site or Application. You agree that Navigation will not be liable to you or to any third party for termination of your access to the Site or Application as a result of any violation of these Terms.

Navigation may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Site or Application, or to identify, contact, or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) Navigation's rights or property, or the rights or property of visitors to or users of the Site or Application. Navigation reserves the right at all times to disclose any information that Navigation deems necessary to comply with any applicable law, regulation, legal process, or governmental request. Navigation also may disclose your information when Navigation determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

You acknowledge and agree that Navigation may preserve any transmittal or communication by you with Navigation through the Site or Application or any service offered on or through the Site or Application, and may also disclose such data if required to do so by law or Navigation determines that such preservation or disclosure is reasonably necessary to: (1) comply with legal process; (2) enforce these Terms of Use; (3) respond to claims that any such data violates the rights of others; or (4) protect the rights, property or personal safety of Navigation, its employees, users of or visitors to the Site or Application, and the public.

8. Mobile Devices

There is no fee to access the public portions of the Site or Application but your carrier's rates and fees, including without limitation data charges and restrictions, may apply. If you are giving to Navigation via the Site or Application, please be aware that the terms of use of [Pushpay](#) or another third party may apply.

9. Online Giving

Donations and gifts to Navigation are non-refundable. The refund policy for specific events, or for goods, or services received, is determined according to

the nature of event, good, or service and the relevant governing terms of that transaction.

10. Intellectual Property

Navigation respects the intellectual property rights of our Users and other third parties. If you believe a User has wrongfully posted User Material to the Site or Application to which you are the rightful owner, you may send Navigation a takedown notice in accordance with the requirements of the Digital Millennium Copyright Act. Such notice should be sent to Navigation Church, Attn: Copyright Administrator, 1205 Vandalia St, Collinsville, IL 62234, or by email with "DMCA Notice" in the subject line to info@navigation.church, and must include the following:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest in question;
- a written description of the copyrighted work or other intellectual property that you claim has been infringed;
- a written description of where the material that you claim is infringing is located on the Site or Application;
- your address, telephone number, and email address (all that apply);
- a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a written statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner, or that you are authorized to act on the behalf of the copyright or intellectual property owner.

11. Modification of Service

Navigation reserves the sole and exclusive right to change, suspend, or terminate the Site and/or Application and all related services at any time and from time to time with or without cause or prior notice. Navigation is not liable to User or any third party for any change to, suspension, or termination of the Site or Application or related services.

12. Modification of Terms

Should Navigation change any of the Terms above, it will display them on the Site and Application. For your convenience and future reference, the date of the version of these Terms is set forth above. Your continued use of the Website and the Application is your consent that you agree to the Terms of Service, so please be sure to check back periodically. Please review these Terms frequently as Navigation may modify them from time to time. As provided in the disclaimer above, only the Terms in effect at the time of your use will apply to you.

13. Indemnity

YOU AGREE TO INDEMNIFY AND HOLD NAVIGATION, ITS OFFICERS, DIRECTORS, BOARD MEMBERS, PREDECESSORS, SUCCESSORS IN INTEREST, EMPLOYEES, AGENTS, SUBSIDIARIES AND AFFILIATES, HARMLESS FROM ANY DEMANDS, LOSS, LIABILITY, CLAIMS OR EXPENSES (INCLUDING ATTORNEYS' FEES), MADE AGAINST NAVIGATION BY ANY THIRD PARTY DUE TO OR ARISING OUT OF OR IN CONNECTION WITH YOUR VIOLATION OF THESE TERMS.

14. Limitation of Liability

EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT WILL NAVIGATION BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR RELATED TO YOUR USE OF THE SITE OR APPLICATION, EVEN IF NAVIGATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF, NOTWITHSTANDING THE OTHER PROVISIONS OF THESE TERMS, NAVIGATION IS FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS WHICH ARISES OUT OF OR IS RELATED TO YOUR USE OF THE SITE OR APPLICATION, NAVIGATION'S LIABILITY SHALL IN NO EVENT EXCEED THE GREATER OF: (1) THE TOTAL FEE CHARGED BY NAVIGATION FOR ANY PRODUCT, SERVICE, OR FEATURE OF OR ON THE SITE OR APPLICATION IN THE SIX MONTHS PRIOR TO THE DATE OF THE INITIAL CLAIM MADE AGAINST NAVIGATION, OR (2) U.S. \$100.00. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OF LIABILITY, SO THE FOREGOING LIMITATION MAY NOT APPLY TO YOU.

15. Governing Law

You agree that all matters relating to your access to or use of the Site or

Application, including all disputes, will be governed by the laws of the United States and by the laws of the State of Illinois without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the federal court in St Clair County, Illinois, and waive any objection to such jurisdiction or venue. Any claim under these Terms must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. In the event of any controversy or dispute between Navigation and you arising out of or in connection with your use of the Navigation Sites, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

16. Entire Agreement

Except as otherwise provided herein, these Terms constitute the entire agreement of the parties concerning the Site, Application, and other matters referenced herein and supersede any prior oral or written understandings regarding said matters.