



**TERMS OF USE AGREEMENT**  
**ORANGEVILLE BAPTIST CHURCH (A Federal Corporation)**  
**O/A COMPASS COMMUNITY CHURCH**

Terms of Use Agreement Orangeville Baptist Church ("OBC") provides on-line camp registration services to facilitate your enrolment and registration of yourself or other family member (collectively, "you", "your" or applicable derivation thereof) at the activities, events, and/or camp(s) you have selected (the "Services") through this Website (the "Site").

**1. Acceptance of Agreement** By accessing this Site, you agree to the terms and conditions outlined in this Terms of Use Agreement ("Agreement") with respect to the Site. This Agreement constitutes the entire and only Agreement between OBC and you for use of the Site, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site, including the Content (as defined below) and Services provided by or through the Site. You agree to review the Agreement prior to using or gaining further access to the Site. OBC may amend the Agreement from time to time without specific advance notice to you. The latest Agreement will be posted on the Site, and you should review the Agreement prior to using the Site at any time. OBC may immediately terminate the use of the Site by any user if that user has used the Site in any way contrary to the Agreement or the law or in any way that disrupts the Site. If you are dissatisfied with the terms, conditions, rules, policies, guidelines or practices of the Site, including those in this Agreement, your sole and exclusive remedy is to discontinue using the Site and Services.

**2. Copyright** All materials displayed or otherwise accessible through the Site, including without limitation, text, logos, graphics, photographs, images, and illustrations (collectively, the "Content") are protected under applicable Canadian and foreign copyright, trademark and other proprietary and intellectual property laws or other laws. You acknowledge that the Content is the property of OBC, OBC's leadership or other applicable owners, as indicated, or as the case may be. In addition, the Site is protected under copyright law as a collective work and/or compilation pursuant to Canadian and foreign laws. The copying, redistribution, use or publication by you of any such Content or any part of the Site, except as allowed by Section 3, is strictly prohibited. You do not acquire ownership rights to any Content obtained through the Site. You shall abide by all additional copyright notices, information and restrictions on or contained in any of the Content to which access is gained through the Site.

**3. Limited Right to Use** Notwithstanding the foregoing, and subject to the terms and conditions of this Agreement, you are hereby granted the right to: (i) input your applicable information, as requested by the Services, within and through the Site; (ii) access, view and use the Site for your personal, non-commercial use; and (iii) download, store, and print single copies of items comprising the Content for your personal, non-commercial use, provided that you maintain all copyright and other notices contained in such Content.

**4. Order Acceptance and On-line Payment** Upon the completion of the registration process with an applicable Customer, OBC will provide you with a confirmation and further instructions. Notwithstanding the foregoing, your final acceptance and/or completion of the registration process is at the sole discretion of the Customer. Your receipt of an electronic message or form or other form of confirmation of payment does not signify the Customer's receipt of acceptance of your payment. Your payment shall be deemed to constitute an offer to pay which will be accepted by the Customer only upon successful payment by the applicable credit card company (for example, VISA or MasterCard). Notwithstanding the foregoing and for greater certainty, OBC assumes no responsibility or liability in respect of Your contract(s), relationships, negotiations or any other dealings with Customers, all of

which are strictly between You and the Customer in all circumstances. In the event of a delay in or failure of performance under this Agreement by OBC which arises by reason of force majeure, including without restriction an act of God, an act of any government or any governmental body, an act of war or terrorism, the elements, a strike, a lockout or a labour dispute, or any cause beyond the reasonable control of OBC, OBC shall not be responsible, and OBC shall use its commercially reasonable efforts to mitigate the effect of such force majeure, but nothing in this clause shall require OBC to settle a labour dispute in order to render performance. You hereby waive and release OBC from any and all claims for damages or compensation arising from such delay or failure of performance.

5. Editing, Deleting and Modification OBC reserves the right in its sole discretion to edit or delete any documents, information, forms or other content appearing on the Site.

6. Indemnification, You agree to release, indemnify, defend and hold OBC and its officials, employees, agents and representatives harmless from any liability, loss, claim and expense, including reasonable lawyer's fees, related to your violation of the Agreement or use of the Site.

7. Disclaimer OBC provides the Site on an "as is", "as available", basis, for your convenience in registering online with us that You wish to contract with in respect of attendance at or use or enjoyment of our product and service offerings. OBC does not make any express or implied warranties, representations or endorsements with respect to the Services, the Site or Customer services or offerings, including, but not limited to, warranties as to merchantability and fitness for a particular purpose, operation, non-infringement, usefulness, completeness, accuracy and reliability. Further, OBC does not represent and warrant that the Site will be available or meet your requirements, that access will be uninterrupted, that there will be no delays, failures or errors or omissions or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer system. You have sole responsibility for adequate protection and backup of your data, hardware and software and to take reasonable and appropriate precautions against viruses and other contaminating or destructive properties.

8. No Liability All matters concerning the services or products you contract for with the church, including but not limited to purchase terms, payment terms, warranties, guarantees, services received, entry, refusal of entry, data errors or otherwise are solely between you and OBC. OBC will not be liable to you or anyone else for any damages whatsoever, including any direct, indirect, special, incidental or consequential damages, arising out of or in connection with Your use of the Site, the Services or any services and products You purchase from us, even if OBC has been advised of the possibility of such damages. You shall be responsible for all uses of your Registration, whether or not authorized by you, and for all associated charges. You agree to immediately notify OBC of any unauthorized use of your Registration.

9. Collection, Use and Disclosure of Personal Information The collection, use and disclosure of personal information provided to OBC through this Site is governed by our privacy policy. Please refer to OBC's privacy policy.

10. No Harmful Use You agree not to introduce into or through the Site any information or material which may be harmful to others. You warrant that information or material that you provide to the Site electronically through your access to or use of the Site does not infringe the rights of any person or entity. Without limiting the generality of the foregoing, you shall not: (a) Implementing procedures to protect Personal Information; (b) impersonate any other person or entity or make any misrepresentation; (c) upload, post, transmit, publish or distribute any material or information to the Site which contains a computer virus or other code, files or programs intended in any manner to disrupt or interfere with the functioning of the Site; (d) use the Site in such a manner as to gain unauthorized entry or access to the computer systems, networks or information of others, or attempt to

gain unauthorized entry or access to any password-protected or restricted areas of the Site or OBC's computer or network systems; (e) violate any law or regulation or any generally accepted Internet practice or interfere with any other Site user's ability to use the Site and any of the services or products provided on the Site; (f) forge, alter or modify in any way any of the agreements, policies or other information posted or accessible within the Site; (g) transmit any message, information, data, text, software or images, or other content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, or otherwise objectionable or that may invade another's right of privacy; (j) delete or revise any material posted by any other person or entity; (k) manipulate or otherwise display the Site by using framing or similar navigational technology; or (l) use the Site or Services if You are less than 18 years old or permit the use by any such individual.

11. Termination of Site Use at OBC's sole discretion, OBC may terminate or refuse to permit the use of any services on the Site and of the Site by any person, for any reason and without notice.

12. Applicable Law This Site originates in Canada. The Site and the Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in the province, without regard to conflict of law principles. Any claims, disputes or legal proceedings arising out of or in connection with the Site or the Agreement shall be brought solely in the courts of the Province of Ontario. By accessing or using the Site you expressly submit to the exclusive jurisdiction of those courts, without regard to the conflict of laws principles thereof, to determine any claim, action or proceeding arising out of or in connection with the Site and the Agreement. You and OBC require that this Agreement and all documents relating thereto be drawn-up in English. Nous avons demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.

13. Survival The provisions of this section and sections 2, 3, 4, 6, 7, 8 and 12 of this Agreement shall survive the expiry or termination of this Agreement for any reason.

14. Cookies This Site uses cookies to identify users, compile website usage statistics, and to provide customized services. Cookies are small text files stored on your computer to identify your browser. Our use of cookies does not enable others to access your personal information.

15. Security OBC uses administrative, contractual, physical, and technical means to protect against the unauthorized access to personal information, such as confidentiality agreements with employees, firewalls, Secure Sockets Layer protocol, user names and passwords. Although OBC takes reasonable steps concerning security of this Site, no website is completely secure from unauthorized access and OBC disclaims any such responsibility and liability.

16. General Except for any agreements between you and OBC that expressly reference this Agreement, this is the entire agreement between OBC and you regarding your use of the Site and Services. OBC's failure to insist upon or enforce any provision of the Agreement shall not be considered a waiver of such provision or of the right to enforce such provision. If any part of the Agreement is determined to be void, invalid or unenforceable, the remaining parts will not be affected and will remain in full force and effect. To the extent that anything in or associated with the Site is in conflict or inconsistent with the Agreement, the Agreement shall take precedence. If you have any questions or comments about this Agreement, please contact us at [office@thisiscompass.com](mailto:office@thisiscompass.com).