

## Terms And Conditions

This website is owned and operated by **Logos Academy**. By visiting our website and accessing the information, resources, services, products, and tools we provide, you understand and agree to accept and adhere to the following terms and conditions as stated in this policy (hereafter referred to as 'User Agreement'), along with the terms and conditions as stated in our Privacy Policy (please refer to the [Privacy Policy](#) for more information). If you do not agree with this User Agreement or the Privacy Policy do not use this website.

This Agreement is in effect as of June 1, 2016.

We reserve the right to change this User Agreement from time to time without notice. You acknowledge and agree that it is your responsibility to review this User Agreement periodically to familiarize yourself with any modifications. Your continued use of this site after such modifications will constitute acknowledgment and agreement of the modified terms and conditions.

### Responsible Use and Conduct

By visiting our website and accessing the information, resources, services, products, and tools we provide for you, either directly or indirectly (hereafter referred to as 'Resources'), you agree to use these Resources only for the purposes intended as permitted by (a) the terms of this User Agreement, and (b) applicable laws, regulations, and generally accepted online practices or guidelines.

Wherein, you understand that:

- a. In order to access our Resources, you may be required to provide certain information about yourself (such as identification, contact details, etc.) as part of the registration process, or as part of your ability to use the Resources. You agree that any information you provide will always be accurate, correct, and up to date. You further agree that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of your jurisdiction
- b. You are responsible for maintaining the confidentiality of any login information associated with any account you use to access our Resources. Accordingly, you are responsible for all activities that occur under your account(s).
- c. Accessing (or attempting to access) any of our Resources by any means other than through the means we provide is strictly prohibited. You specifically agree not to access (or attempt to access) any of our Resources through any automated, unethical, or unconventional means.

d. Engaging in any activity that disrupts or interferes with our Resources, including the servers and/or networks to which our Resources are located or connected, is strictly prohibited.

e. Attempting to copy, duplicate, reproduce, sell, trade, or resell our Resources is strictly prohibited.

f. You are solely responsible for any consequences, losses, or damages that we may directly or indirectly incur or suffer due to any unauthorized activities conducted by you, as explained above, and may incur criminal or civil liability.

g. We may provide various open communication tools on our website, such as blog comments, blog posts, public chat, forums, message boards, newsgroups, ratings and reviews, various social media services, etc. You understand that generally we do not pre-screen or immediately monitor the content posted by users of these various communication tools, which means that if you choose to use these tools to submit any type of content to our website, then it is your personal responsibility to use these tools in a responsible and ethical manner. By posting information or otherwise using any open communication tools as mentioned, you agree that you will not upload, post, share, or otherwise distribute any content that:

h. Is illegal, threatening, defamatory, abusive, harassing, degrading, intimidating, fraudulent, deceptive, invasive, racist, or contains any type of suggestive, inappropriate, or explicit language;

i. Infringes on any trademark, patent, trade secret, copyright, or other proprietary right of any party;

j. Contains any type of unauthorized or unsolicited advertising;

k. Impersonates any person or entity, including any Logos Academy employees or representatives.

l. We have the right at our sole discretion to remove any content that, we feel in our judgment, does not comply with this User Agreement, along with any content that we feel is otherwise offensive, harmful, objectionable, inaccurate, or violates any third-party copyrights or trademarks. We are not responsible for any delay or failure in removing such content. If you post content that we choose to remove, you hereby consent to such removal, and consent to waive any claim against us.

m. We do not assume any liability for any content posted by you or any other third-party users of our website. However, any content posted by you using any open communication tools on our website, provided that it doesn't violate or infringe on any

third-party copyrights or trademarks, becomes the property of Logos Academy, and as such, gives us a perpetual, irrevocable, worldwide, royalty-free, exclusive license to reproduce, modify, adapt, translate, publish, publicly display, and/or distribute as we see fit. This only refers and applies to content posted via open communication tools as described, and does not refer to information that is provided as part of the registration process, necessary in order to use our Resources. All information provided as part of our registration process is covered by our [privacy policy](#).

n. You agree to indemnify and hold harmless Logos Academy and its affiliates, and their directors, officers, managers, employees, donors, agents, and licensors, from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation of this User Agreement, the failure to fulfill any obligations relating to your account incurred by you or any other person using your account or for your infringement of the intellectual property rights of third parties. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this User Agreement. In such event, you shall provide us with such cooperation as is reasonably requested by us.

## **Privacy**

Your privacy is very important to us, which is why we've created a separate Privacy Policy in order to explain in detail how we collect, manage, process, secure, and store your private information. User data and certain other information about you are subject to our Privacy Policy. You understand that through your use of the website, you consent to the collection, use and disclosure of this information, only as permitted by our Privacy Policy. Our privacy policy is included under the scope of this User Agreement. To read our privacy policy in its entirety, [click here](#).

## **Links to Third Parties**

Links to third-party websites from the Site are meant for convenience only. Logos Academy does not review or control these third-party websites and is not responsible for any third-party websites or the content of those sites. Inclusion of any linked website does not imply approval or endorsement of the linked website by us. Linking to any other site is at your own sole risk and Logos Academy will not be responsible or liable for any damages associated with linking.

## **Limitation of Warranties**

By using our website, you understand and agree that all Resources we provide are "as is" and "as available". This means that we do not represent or warrant to you that:

- a. The use of our Resources will meet your needs or requirements.

- b. The use of our Resources will be uninterrupted, timely, secure, or free from errors.
- c. The information obtained by using our Resources will be accurate or reliable, and
- d. Any defects in the operation or functionality of any Resources we provide will be repaired or corrected.

Furthermore, you understand and agree that:

- a. Any content downloaded or otherwise obtained through the use of our Resources is done at your own discretion and risk, and that you are solely responsible for any damage to your computer or other devices for any loss of data that may result from the download of such content.
- b. No information or advice, whether expressed, implied, oral, or written, obtained by you from Logos Academy or through any Resources we provide shall create any warranty, guarantee, or conditions of any kind, except for those expressly outlined in this User Agreement.

### **Limitation of Liability**

In conjunction with the Limitation of Warranties as explained above, you expressly understand and agree that any claim against us shall be limited to the amount you paid, if any, for use of products and/or services. Logos Academy will not be liable for any direct, indirect, incidental, consequential, or exemplary loss or damages which may be incurred by you as a result of using our Resources, or as a result of any changes, data loss or corruption, cancellation, loss of access, or downtime to the full extent that applicable limitation of liability laws apply.

### **Right of Return**

You have the right, within thirty (30) days from the date of your receipt of any relevant Logos Academy goods you buy on our website, to return the goods for a full refund of the purchase price. This right does not apply to donations, digital content, virtual items, or products stated by us to be non-returnable, including audio and video recordings, computer software, CDs, DVDs, or other physical media that have been unsealed.

### **Copyrights/Trademarks**

All content and materials available on <http://www.logosyork.org>, including but not limited to text, graphics, website name, code, images, and logos are the intellectual property of Logos Academy, and are protected by applicable copyright and trademark law. Any inappropriate use, including but not limited to the reproduction, distribution, display, or transmission of any content

on this site is strictly prohibited, unless specifically authorized by Logos Academy.

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide the company's agent (listed below) the following information, in writing:

- a. an electronic or physical signature of the person authorized to act on behalf of the owner of the exclusive right which is allegedly being infringed upon;
- b. identification of the copyrighted work that is alleged to have been infringed upon or, if more than one, a representative list;
- c. identification of the material which needs to be removed or altered and a sufficiently detailed description of the location of the protected material on the site;
- d. a sufficient means for Logos Academy to contact you, such as your address, telephone number, and e-mail address (if available);
- e. a 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 that you have authority to make such a statement;
- f. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright's owner's behalf.

Logos' Academy's copyright agent for notice of claims of copyright infringement is:

Kira Wagner  
Marketing and Communications Coordinator  
Logos Academy  
250 West King Street  
York PA 17401  
(717) 848-9835  
kira.wagner@logosyork.org

## **Termination of Use**

You agree that we may, at our sole discretion, suspend or terminate your access to all or part of our website and Resources with or without notice and for any reason, including, without limitation, breach of this User Agreement. Any suspected illegal, fraudulent, or abusive activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities. Upon suspension or termination, your right to use the Resources we provide will immediately cease, and we reserve the right to remove or delete any information that you may have on file with us, including any account or login information.

## **Governing Law**

This website is controlled by Logos Academy from our offices located in the Commonwealth of Pennsylvania, in the United States of America. It can be accessed by most countries around the world. As each country has laws that may differ from those of Pennsylvania, by accessing our

website, you agree that the statutes and laws of Pennsylvania, without regard to the conflict of laws and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of this website and the purchase of any products or services through this site.

Any civil action brought to enforce this User Agreement shall be brought in the Court of Common Pleas of York County, Pennsylvania or, if the United States District Courts would otherwise have exclusive jurisdiction, in the United States District Court for the Middle District of Pennsylvania. You hereby agree to personal jurisdiction by such courts, and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

### **Disclaimer**

UNLESS OTHERWISE EXPRESSED, LOGOS ACADEMY EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

### **Severability**

If any provision of the User Agreement is found by a court of competent jurisdiction to be invalid, the parties agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the User Agreement remain in full force and effect. Subheadings used in the User Agreement are not to be used to construe or interpret the Terms.

### **Waiver**

The failure of Logos Academy to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision.

### **Non-Transferable**

This Agreement is not transferable by you in any way and may not be assigned to any third party without our written consent. Logos Academy may transfer this agreement to a third party without notice to you.

### **No Third Party Rights**

No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

## **Contact Information**

If you have any questions or comments about these our terms and conditions as outlined above, you can contact us at:

Logos Academy  
250 West King Street  
York PA, 17401  
(717) 848-9835  
[info@logosyork.org](mailto:info@logosyork.org)