

HRYouth Message Board Policy Statement

Holy Redeemer Youth Ministry (“HRYouth”), in an attempt to help build and strengthen our youth community, has added online message board and chat services, hosted by Everyone.net (the “Services”), to our web site (<http://hryouth.faithweb.com/>). The Services provide teens the opportunity to interact online in a meaningful way, sharing ideas, knowledge and experience with one another.

1. **Incorporation of Terms.** This HRYouth Message Board Policy Statement (the “Statement”) constitutes the base agreement between HRYouth and the user of the services (“User”). The Statement includes the terms and conditions of Everyone.net’s End-User Services Agreement (“End-User Agreement”), a copy of which is located at <http://www.everyone.net/main/html/useragreement.html>, and which is hereby incorporated by reference. In the event of any direct conflict between the Statement and the End-User Agreement, the End-User Agreement shall govern.

2. **Termination.** Due to the User-controlled nature of the Services, HRYouth insists upon adherence to the guidelines spelled out in this document. By utilizing these Services, the User is agreeing to all of the terms in this Statement, including, but not limited to, the member conduct guidelines pursuant to section 5 herein. The User agrees that HRYouth may terminate User’s use of the Services and/or disable User’s password and account if HRYouth believes that

- a) the User has violated the letter or spirit of the Statement; or
- b) the User has violated the rights of HRYouth or their third party service providers.

3. **Removal of Content.** The content posted through the use of the Services is publicly available and HRYouth does not take any responsibility for such public content. However, HRYouth reserves the right to remove any public content posted by a User which violates any law or condition of the Statement, and HRYouth shall remove such content upon notice of any violation.

4. **Content Disclaimer.** The User acknowledges that HRYouth and their third party service providers do not endorse the content of any User communications and are not responsible or liable for any unlawful, harassing, libelous, privacy invading, abusive, threatening, harmful, vulgar, obscene, tortious, or otherwise objectionable content and agrees to hold harmless HRYouth and their third party service providers should any content be deemed as such. Furthermore, User agrees to be responsible and liable should any content posted by such User infringe, or be deemed to possibly infringe, upon the intellectual property or other rights of another.

5. **Member Conduct.** User agrees not to upload, post, email or otherwise transmit through the Services:

- a) any unlawful, harassing, libelous, privacy invading, abusive, threatening, harmful, vulgar, obscene, indecent or otherwise objectionable material of any kind;
- b) any material that violates the rights of another, including but not limited to the intellectual property rights of another;
- c) any material that violates any applicable local, state, national, or international law or regulation;

- d) unsolicited or unauthorized advertisements, promotional materials, “junk mail”, “spam”, “chain letters”, or other forms of solicitation; or
- e) links to, or URL’s for, other web sites which violate anything contained in the Statement or End-User Agreement.

User further agrees that User shall not attempt to gain unauthorized access to other computer systems or networks connected to the Services.

6. Warranty, Liability and Indemnity. User understands and agrees to the disclaimer of warranties and limitation of liability pursuant to Article XVII and Article XVIII of the End-User Agreement. Furthermore, User agrees to indemnify and hold harmless HRYouth and their third party service providers, from any claim or demand, including reasonable attorney’s fees, made by any third party due to or arising out of User’s use of, or connection to, the Services, User’s violation of the Statement or the End-User Agreement, or User’s violation of any rights of another party.

7. Miscellaneous Provisions.

- a) Severability. If any provision of this Statement or the End-User Agreement is held by a court of competent jurisdiction to be invalid, unenforceable or contrary to law, such provision shall be deemed to be deleted and the validity and enforceability of the remaining provisions of the Statement or the End-User Agreement shall in no way be affected thereby.
- b) Governing Law. The Statement shall be governed by and construed and enforced in accordance with the laws of the State of Michigan, without regard to its choice of law rules.
- c) Amendments. HRYouth reserves the right to amend or modify the Statement without notice to the User. Any such amendments or modifications shall be described on the HRYouth Message Board home page, located at <http://hryouth.faithweb.com/message.htm> , and shall be posted for thirty calendar days from the effective date. User’s continued use of the Services shall be deemed acceptance of any such amendments or modifications. Everyone.net reserves the right to modify the End-User Agreement pursuant to Article V of the End-User Agreement.
- d) Headings. The headings used in the Statement are intended for convenience only and shall not be considered part of the written understanding between HRYouth and the User, and shall not affect the construction of the Statement.

8. Entire Agreement. The Statement and any documents incorporated by reference constitute the entire agreement between HRYouth and the User with respect to the subject matter hereof and supercedes all prior agreements, both written and oral, between the Parties with respect to such subject matter.