

ALLIANCE CONNECT USER AGREEMENT

1. Your Acceptance Makes This A Legally Binding Agreement

This User Agreement is a legally binding agreement between you and the Alliance of Baptists (the Alliance). By using or visiting the Alliance Connect website or any products, software, data feeds, and services provided to you on, from, or through the Alliance Connect website (collectively Alliance Connect), you signify your agreement to (1) these terms and conditions (the User Agreement"), (2) the Alliance Connect Privacy Policy, found at [] and incorporated herein by reference, and (3) Alliance Connect's Community Guidelines, found at www.AllianceConnect.com/t/community_guidelines and also incorporated herein by reference.} If you do not agree to any of these terms, the Alliance Connect Privacy Policy, or the Community Guidelines, please do not use Alliance Connect.

Although we may attempt to notify you when major changes are made to this User Agreement, you should periodically review the most up-to-date version www.AllianceConnect.com/t/terms). Alliance Connect may, in its sole discretion, modify or revise this User Agreement and its other policies at any time, and you agree to be bound by such modifications or revisions. Nothing in this User Agreement shall be deemed to confer any third-party rights or benefits.

2. Conditions of Your Eligibility to Use Alliance Connect

You represent and warrant to the Alliance that you are more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent. You represent and warrant that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this User Agreement, and to abide by and comply with its terms. You affirm that you are over the age of 13, as Alliance Connect is not intended for children under 13. If you are under 13 years of age, then please do not use Alliance Connect. You further represent and warrant that all registration information you submit is truthful and accurate, that you will maintain the accuracy of your registration information, and that your use of Alliance Connect does not violate any law or regulation.

3. Services Provided by Alliance Connect

This User Agreement applies to all users of Alliance Connect, including users who are contributors of Content on Alliance Connect. "Content" includes the text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, interactive features and other materials you may view on, access through, or contribute to Alliance Connect.

Alliance Connect may contain links to third party websites that are not owned or controlled by Alliance Connect. Alliance Connect has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, Alliance Connect will not and cannot censor or edit the content of any third-party site. By using Alliance Connect, you expressly relieve Alliance Connect from any and all liability arising from your use of any third-party website.

Accordingly, we encourage you to be aware when you leave Alliance Connect, and to read the terms and conditions and privacy policy of each other website that you visit.

4. Alliance Connect Accounts and Registration

In order to access some features of Alliance Connect, you will have to register with Alliance Connect and create an account. You may never use another's account without permission. When creating your account, you will be asked to provide identifying information. You must provide accurate and complete information, and maintain the accuracy of that information.

You will be given a password. You must keep that password confidential, and notify Alliance Connect immediately of any breach of security or unauthorized use of your account.

You will not create an account for anyone other than yourself. You will not create more than one personal account.

Although Alliance Connect will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of Alliance Connect or others due to such unauthorized use.

5. General Use of Alliance Connect—Permissions and Restrictions

Alliance Connect hereby grants you permission to access and use Alliance Connect as set forth in this User Agreement, provided that:

You agree not to distribute in any medium any part of Alliance Connect, or Content, without Alliance Connect's prior written authorization, unless Alliance Connect makes available the means for such distribution through functionality offered by Alliance Connect.

You agree not to alter or modify any part of Alliance Connect.

You agree not to access Content through any technology or means other than through Alliance Connect itself, or other explicitly authorized means Alliance Connect may designate.

You agree not to use Alliance Connect for any of the following commercial uses:

the sale of access to Alliance Connect;
the sale of advertising, sponsorships, or promotions placed on or within Alliance Connect or Content; or
the sale of advertising, sponsorships, or promotions on any page of an ad-enabled blog or website containing Content delivered via Alliance Connect.

If you use the Alliance Connect Uploader, you agree that it may automatically download and install updates from time to time from Alliance Connect. These updates are designed to improve, enhance and further develop the Uploader and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit Alliance Connect to deliver these to you) as part of your use of the Uploader.

You agree not to collect or harvest any personally identifiable information, including account names, from Alliance Connect, nor to use the communication systems provided by Alliance Connect (e.g., comments, email) for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of Alliance Connect with respect to their Content.

You agree that you will not attempt to impersonate another user or person, that you will not use the username of another user, that you will not transfer your profile or account to anyone else, that you will not use the information you obtain from Alliance Connect to harass, abuse, or harm another person.

You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses Alliance Connect in a manner that sends more request messages to the Alliance Connect servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. *[Notwithstanding the foregoing, Alliance Connect grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials.]* Alliance Connect reserves the right to revoke these exceptions either generally or in specific cases.

In your use of Alliance Connect, you will comply with all applicable laws.

Alliance Connect reserves the right to discontinue any aspect of Alliance Connect at any time.

6. Your Use of Content

In addition to the general restrictions above, the following restrictions and conditions apply specifically to your use of Content.

The Content on Alliance Connect, and the trademarks, service marks and logos ("Marks") on Alliance Connect, are owned by or licensed to Alliance Connect, subject to copyright and other intellectual property rights under the law.

Content is provided to you AS IS. You may access Content for your information and personal use solely as intended through the provided functionality of Alliance Connect and as permitted under this User Agreement. You shall not download any Content unless you see a "download" or similar link displayed by Alliance Connect on Alliance Connect for that Content. You shall not copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any Content for any other purposes without the prior written consent of Alliance Connect or the respective licensors of the Content. Alliance Connect and its licensors reserve all rights not expressly granted in and to Alliance Connect and the Content.

You agree not to circumvent, disable or otherwise interfere with security-related features of Alliance Connect or features that prevent or restrict use or copying of any Content or enforce limitations on use of Alliance Connect or the Content therein.

You understand that when using Alliance Connect, you will be exposed to Content from a variety of sources, and that Alliance Connect is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content. You further understand and acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Alliance Connect with respect thereto, and, to the extent permitted by applicable law, agree to indemnify and hold harmless Alliance Connect, its owners, operators, affiliates, licensors, and licensees to the fullest extent allowed by law regarding all matters related to your use of Alliance Connect.

7. Your Representations About Your Content and Conduct

As an Alliance Connect account holder, you may submit Content to Alliance Connect, including videos user comments. You understand that Alliance Connect does not guarantee any confidentiality with respect to any Content you submit.

You are entirely responsible for your Content on Alliance Connect. You are fully responsible for any harm, economic or otherwise, resulting from your posting of Content on Alliance Connect.

You represent and warrant that the creation, distribution, transmission, public display and performance, accessing, downloading and copying of your Content does not and will not infringe the proprietary rights of others, including but not limited to copyright, patent, trademark or trade secret rights of anyone else.

You further agree that Content you submit to Alliance Connect will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant Alliance Connect all of the license rights granted herein.

You represent and warrant that you have fully complied with any third-party licenses relating to your Content, and done everything necessary according to the terms of those licenses to successfully submit to Alliance Connect and have your Content posted on Alliance Connect.

You represent and warrant that your Content does not contain any viruses, worms, Trojan horses, malicious code or other harmful or destructive content.

You represent and warrant that your Content is not obscene, libelous, or slanderous. You represent and warrant that your Content does not violate the privacy or publicity rights of any other person.

If your employer has rights to intellectual property that you have created, you represent and warrant that you have either obtained permission from your employer to submit that Content to Alliance Connect, or that you have a waiver from your employer of all rights in or to your Content.

You represent and warrant your Content does not contain, install or attempt to install spyware, or other computer code, that is designed to enable you or others to gather information about or monitor the online or other activities of any party.

You represent and warrant that your Content does not otherwise violate, or link to material that violates, any provision of this User Agreement, or any applicable law or regulation.

{You further agree that you will not submit to Alliance Connect any Content or other material that is contrary to the Alliance Connect Community Guidelines, currently found at [], which may be updated from time to time, or contrary to applicable local, national, and international laws and regulations.}

You represent and warrant that you understand that the Alliance does not endorse any Content submitted to Alliance Connect by any user or other licensor, or any opinion, recommendation, or advice expressed therein, and the Alliance expressly disclaims any and all liability in connection with Content. Alliance Connect does not permit copyright infringing activities and infringement of intellectual property rights on Alliance Connect, and Alliance Connect will remove all Content if properly notified that such Content infringes on another's intellectual property rights. Alliance Connect reserves the right to remove Content without prior notice.

8. Your License of Rights in your Content.

You hereby license to the Alliance all patent, trademark, trade secret, copyright or other proprietary rights in and to such Content for publication on Alliance Connect pursuant to this User Agreement.

For clarity, you retain all of your ownership rights in your Content. However, by submitting Content to Alliance Connect, you hereby grant Alliance Connect a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Content in connection with Alliance Connect and Alliance Connect's (and its successors' and affiliates') business, {including without limitation for promoting and redistributing part or all of Alliance Connect (and derivative works thereof) in any media formats and through any media channels.} You also hereby grant each user of Alliance Connect a non-exclusive license (1) to access your Content through Alliance Connect, and (2) to use, reproduce, distribute, display or perform such Content as permitted through the functionality of Alliance Connect and under this User Agreement. The above licenses granted by you in Content you submit to Alliance Connect terminate within a commercially reasonable time after you remove or delete your Content from Alliance Connect. But, the licenses granted by you in user comments you submit are perpetual and irrevocable. You understand and agree that Alliance Connect may retain, but not display, distribute, or perform, server copies of your videos that have been removed or deleted.

9. Account Termination Policy

Alliance Connect will terminate a user's access to Alliance Connect if, under appropriate circumstances, the user is determined to be a repeat infringer.

Alliance Connect reserves the right to decide whether Content violates this User Agreement for reasons other than copyright infringement, such as, but not limited to, pornography, obscenity, or excessive length. Alliance Connect may at any time, without prior notice and in its sole discretion, remove such Content and/or terminate a user's account for submitting such material in violation of this User Agreement.

10. Digital Millennium Copyright Act

If you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit Alliance Connect provider to locate the material;

Information reasonably sufficient to permit Alliance Connect provider to contact you, such as an address, telephone number, and, if available, an electronic mail;

A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Alliance Connect's designated Copyright Agent to receive notifications of claimed infringement is []. For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to Alliance Connect customer service through []. You acknowledge that if you fail to comply with all of the requirements of this Section 5(D), your DMCA notice may not be valid.

Counter-Notice. If you believe that your Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your Content, you may send a counter-notice containing the following information to the Copyright Agent:

Your physical or electronic signature;

Identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled;

A statement that you have a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and

Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in San Francisco, California, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, Alliance Connect may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the Content provider, member or user, the removed Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at Alliance Connect's sole discretion.

11. General Disclaimers by the Alliance and Alliance Connect

The Alliance cannot control the nature of the content available Alliance Connect. By operating Alliance Connect, the Alliance does not represent or imply that the Alliance endorses any user comments, blogs, Content, or other materials available on or linked to by Alliance Connect, or hosted on other websites. The Alliance does not represent that any of this material is accurate, useful or non-harmful.

Alliance Connect is controlled and offered by Alliance Connect from its facilities in the United States of America. Alliance Connect makes no representations that Alliance Connect is appropriate or available for use in other locations. Those who access or use Alliance Connect from other jurisdictions do so at their own volition and are responsible for compliance with local law.

12. Warranty Disclaimer

You agree that your use of Alliance Connect shall be at your sole risk. To the fullest extent permitted by law, alliance connect, its officers, directors, employees, and agents disclaim all warranties, express or implied, in connection with Alliance Connect and your use thereof. The Alliance makes no warranties or representations about the accuracy or completeness of this site's content or the content of any sites linked to this site and assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our services, (iii) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption or cessation of transmission to or from our services, (v) any bugs, viruses, trojan horses, or the like which may be transmitted to or through our services by any third party, and/or (vi) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via Alliance Connect. The Alliance does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through Alliance Connect or any hyperlinked services or featured in any banner or other advertising, and alliance connect will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

1. Limitation of liability

In no event shall the Alliance, its officers, directors, employees, or agents, be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our services, (iii) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption or cessation of transmission to or from our services, (iv) any bugs, viruses, trojan horses, or the like, which may be transmitted to or through our services by any third party, and/or (v) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available via Alliance Connects, whether based on warranty, contract, tort, or any other legal theory, and whether or not the company is advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

You specifically acknowledge that the Alliance shall not be liable for content or the defamatory, offensive, or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you.

11. Indemnity

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless the Alliance, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to Alliance Connect; (ii) your violation of any term of this User Agreement; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive this User Agreement and your use of Alliance Connect.

12. Assignment

This User Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you.

13. General

You agree that: (i) the Alliance and Alliance Connect shall be deemed solely based in North Carolina; and (ii) Alliance Connect shall be deemed a passive website that does not give rise to personal jurisdiction over Alliance Connect, either specific or general, in jurisdictions other than North Carolina. You agree that this User Agreement shall be governed by the internal substantive laws of the State of North Carolina, without respect to its conflict of laws principles. Any claim or dispute between you and the Alliance that arises in whole or in part from Alliance Connect shall be decided exclusively by a court of competent jurisdiction located in the state of North Carolina. This User Agreement, together with the Privacy Notice at [] and any other legal notices published by the Alliance on Alliance Connect, shall constitute the entire agreement between you and the Alliance concerning Alliance Connect. If any provision of this User Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this User Agreement, which shall remain in full force and effect. No waiver of any term of this this User Agreement shall be deemed a further or continuing waiver of such term or any other term, and the failure by the Alliance to assert any right or provision under this User Agreement shall not constitute a waiver of such right or provision. The Alliance reserves the right to amend this User Agreement at any time and without notice, and it is your responsibility to review this User Agreement for any changes. Your use of Alliance Connect following any amendment of this User Agreement will signify your assent to and acceptance of its revised terms.

YOU AND THE ALLIANCE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO ALLIANCE CONNECT MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Dated: