

## TERMS OF USE

Welcome to this website and the other websites located at Groundwire.net domain (the “Sites”). The Sites are owned and operated by Champion Ministries dba Groundwire (“Groundwire”, “we” or “us”). The Sites provide you with various opportunities to learn about Groundwire, submit content, purchase products, and participate in related activities (the “Services”).

### 1. YOUR ACCEPTANCE

#### 1.1. Acceptance.

BY ACCESSING OR OTHERWISE USING THE SITES AND THE SERVICES YOU ACCEPT, WITHOUT MODIFICATION, THESE TERMS OF USE (“TERMS OF USE” OR “TERMS”). IF YOU DO NOT AGREE TO THESE TERMS OF USE, THEN PLEASE EXIT IMMEDIATELY FROM THE SITES AND DO NOT RETURN.

#### 1.2. Privacy and Acceptable Use Policies.

These Terms incorporate by reference The Groundwire Privacy Policy located [here](#). Please read the terms of this document carefully as you agree to them when you agree to the Terms.

#### 1.3. Other Agreements.

Additionally, these Terms incorporate by reference all other Groundwire policies, rules, guidelines, terms and conditions (“Agreements”) on the Sites, whether established by Champion Ministries or by operators of subnetworks within Groundwire (“Subnetwork Operators”). Read carefully all Agreements before engaging in any corresponding services. You agree to comply with all such Agreements when you agree to comply with the Terms.

#### 1.4. Changes to these Terms.

WE RESERVE THE RIGHT, AT OUR SOLE DISCRETION, TO CHANGE, MODIFY, ADD, OR DELETE PORTIONS OF THESE TERMS OF USE AT ANY TIME WITHOUT FURTHER NOTICE. YOUR CONTINUED USE OF THE SERVICE OR THE SITES AFTER ANY SUCH CHANGES MEANS YOU AGREE TO THE NEW TERMS. If we any material changes to the Terms, we will post the changes to these Terms of Use on this page and will indicate at the top of this page the date these terms were last revised. If you do not agree to abide by any future Terms of Use, do not continue to access or otherwise use the Service or the Sites. It is your responsibility to regularly check this page to determine if there have been changes to these Terms of Use and to ensure your compliance therewith.

### 2. CONTENT

All of the content on the Sites including, without limitation text, graphics, user interfaces, visual interfaces, photographs, moving images, illustrations, files, trademarks, logos, service marks, sounds, music, artwork and computer code, design, structure, selection, coordination, “look and feel” and arrangement of such content (“Content”), is owned by Groundwire, its licensors, vendors, agents or content providers. All elements of the Sites including, without limitation the general design and the Content, are protected by copyright, trademark, trade dress, moral rights or other intellectual property regimes. The Services and the Sites may only be used for the intended purpose for which such Sites and Services are being made available. Except as may be expressly set forth on the Sites, you may not modify,

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### **3. ACCURACY OF INFORMATION**

You agree that you will not provide any false, misleading, or inaccurate information to Groundwire, or any of its representatives. You agree that all of the information you provide is accurate to the best of your knowledge. You agree that you will not transmit any information or words that are abusive, obscene, profane, offensive, threatening or harassing. Your use of the Site may be suspended or terminated immediately upon receipt of any allegation that you have used the Site in violation of these Terms of Use.

### **4. LIMITATIONS TO THESE TERMS**

The Sites and Services may contain links to third-party websites that are not owned or controlled by Groundwire. All such links are provided solely as a convenience to you. Groundwire has no control over, and assumes no responsibility for, the content, products, services, policies, or practices of any third-party websites. Groundwire does not endorse, guarantee, or make any representations or warranties regarding any other websites. By using the Sites and Services, you expressly relieve Groundwire from any and all liability arising from your use of any third-party website.

### **5. ADVERTISEMENTS**

Groundwire has the exclusive right to market, offer, sell and place advertisements and/or other promotional content or materials (“Advertisements”) on the Sites for its sole benefit. You will not and will not allow any third party, directly or indirectly, to market, offer, sell and place Advertisements on the Sites.

### **6. TERMINATION**

#### **Termination.**

Groundwire may suspend or terminate your account or your use of the Sites or any Network at any time, without notice, for any reason or for no reason. It may also block your access to the Sites in the event that: (a) you breach these Terms of Use; or (b) we believe that your actions may cause financial loss or legal liability for you, our Users or us.

#### **Effects of Termination.**

Upon any such termination, your rights to access and use the Sites and Services shall automatically terminate. Groundwire has no obligation to delete, remove, or retain your User Submissions, and they may remain on the Sites and in Networks. In addition, even if User Submissions are deleted from active display on the Sites, they may be recorded and saved by Groundwire in its archives.

### **7. YOUR REPRESENTATIONS AND WARRANTIES**

You represent and warrant that: (i) you have obtained all consents, and possess all copyright, patent, trademark, trade secret and any other proprietary rights, or the necessary licenses thereto, to grant the licenses granted herein; (ii) You have read, understood, agree with, and will abide by the terms of these Terms of Use; (iii) the User Submission and Groundwire's use thereof as contemplated by these Terms of Use, including on and in the Sites and Services, their promotion and re-distribution, will not violate, misappropriate or infringe any right of any third party, including any copyright, trademark, trade secret, privacy rights and rights of publicity.

## **8. DISCLAIMERS**

YOU AGREE THAT YOUR USE OF THE SITES AND SERVICES SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW: THE SITES AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTIES OF ANY KIND. GROUNDWIRE EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE SITES AND SERVICES AND YOUR USE THEREOF, INCLUDING, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR WARRANTIES OF UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE USE OR OPERATION. GROUNDWIRE ASSUMES NO LIABILITY OR RESPONSIBILITY FOR: (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) ANY PRODUCTS LISTED OR PURCHASED ON OR THROUGH THE SITES OR SERVICES; (III) ANY ACTS, OMISSIONS AND CONDUCT OF ANY USERS, ADVERTISERS AND/OR OTHER PARTIES REFERENCED ON OR THROUGH THE SITES OR SERVICES; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF GROUNDWIRE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION OR OTHER DATA STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITES OR SERVICES; OR (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITES OR SERVICES. GROUNDWIRE DOES NOT GUARANTEE ANY NUMBER OF PRODUCT SALES OR TRANSACTIONS THROUGH THE SITES AND/OR SERVICES, AND YOU ACKNOWLEDGES AND AGREES THAT YOU HAVE NO EXPECTATION OF OBTAINING ANY ANTICIPATED AMOUNT OF CUSTOMERS, SALES OR OTHER RESULTS BY VIRTUE OF THESE TERMS OF USE, OR YOUR USE OF THE SITES AND SERVICES.

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## **9. LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY LAW: IN NO EVENT WILL GROUNDWIRE BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR

SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE, THE USE OR INABILITY TO USE THE WEBSITE, SERVICES, CONTENT AND/OR PRODUCTS. IN NO EVENT WILL GROUNDWIRE'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE, THE WEBSITE, SERVICES, CONTENT AND/OR PRODUCTS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR OTHER THEORY), WARRANTY OR OTHERWISE, EXCEED THE GREATER OF (A) \$100 OR (B) THE VALUE OF YOUR PURCHASE ON THE SITES. YOU AND GROUNDWIRE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

YOUR SOLE AND EXCLUSIVE REMEDY FROM ANY USE OF, OR INABILITY TO USE THE WEBSITE, SERVICES, CONTENT OR PRODUCTS, SHALL BE FOR YOU TO DISCONTINUE USE OF THE SITES AND SERVICES.

## **10. INDEMNITY**

You will indemnify, defend at Groundwire's request, and hold harmless Groundwire, its affiliates and their officers, directors, employees and agents (the "Indemnified Parties") from and against any and all claims, actions, proceedings, losses, liabilities, damages, obligations, costs, debt, and expenses (including attorney's fees, litigation expenses and settlement amounts) arising from or related to any of the following, provided that the foregoing obligation to defend will apply only to claims or actions brought by a third party against an Indemnified Party: (i) your use of, or inability to use, the Sites and Services, Content or products, (ii) any of your User Submissions, including any infringement, misappropriation or violation of any copyright, trademark, or privacy or publicity right or other third party right; (iii) any acts or omissions by you as a User of any Network you created; (iv) any product listed or sold by you, including any personal injury, death or property damages caused by any product, or any other product liability, defect, or other claim that any product caused damage to a third party; (v) your violation of any these Terms of Use; (vi) your violation of any law, rule or regulation, whether local, state, federal or international; (vii) any other party's access and use of the Sites with your unique username, password or other appropriate security code; or (viii) any negligence or willful misconduct by you. You will not settle or compromise any claim, except with prior written consent of the relevant Indemnified Parties.

## **11. ABILITY TO ACCEPT TERMS OF USE**

You affirm, represent and warrant that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use. In any case, you affirm that you are over the age of 13, as the Sites is not intended for children under 13. If you are under 13 years of age, then please do not use the Sites or Services.

## **12. GENERAL**

These Terms of Use will be governed by the laws of the Colorado, without reference to its choice of laws rules. The exclusive jurisdiction and venue for any action under these Terms of Use shall be in the state and federal courts of Douglas County, Colorado. You hereby accept the personal jurisdiction of such courts. You may not assign any rights granted to you or delegate any of your duties hereunder and any attempt to do so is void and of no effect. Groundwire does not guarantee continuous, uninterrupted or secure access to the Sites or Services, and operation of the Sites may be interfered with by numerous

factors outside of our control. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. These terms of service set forth the entire understanding and agreement between us with respect to the subject matter hereof. Additionally any provision that was, by its nature, intended to survive termination of these Terms will so survive. If any provision of these Terms of Use is invalid or unenforceable in any jurisdiction, the other provisions herein will remain in full force and effect.