Terms of Service

Welcome to gcfa.org. Gcfa.org is operated by The General Council on Finance and Administration of the United Methodist Church (GCFA).

When using gcfa.org, you agree to the terms and conditions listed on this page (the "Terms of Service Agreement"), which may be updated by us from time to time.

Gcfa.org may provide, or third parties may provide, links to other World Wide Web sites or resources. Because gcfa.org has no control over such sites and resources, you acknowledge and agree that GCFA is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that GCFA shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

You may not: (1) modify gcfa.org, (2) publish, display, disclose, rent, lease, modify, loan, distribute, or create derivative works based on UMData.org or its Documentation or any part thereof without the express written permission of GCFA, (3) remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark or legend appearing on gcfa.org, (4) reverse engineer, decompile, translate, adapt or dissemble gcfa.org, nor shall you attempt to create the source code from the object code for gcfa.org without the express written permission of GCFA, or (5) assign the license for the Service.

Personal Information and Interactive Features

Certain features of gcfa.org may require you to register personal information and obtain a user name and password from gcfa.org. You are responsible for maintaining the confidentiality of your account number and/or password. You are responsible for all uses of your account, whether or not actually or expressly authorized by you.

GCFA grants you a non-exclusive, non-transferable license to create an account for and use gcfa.org in accordance with this Terms of Service Agreement. Gcfa.org and any associated documentation are and shall remain the sole and exclusive property of GCFA.

To enable GCFA to protect our customers and respond to customer needs and complaints you consent to GCFA employees being able to access your account and records on a case-by-case basis to investigate complaints or other allegations or abuse. GCFA shall not disclose the existence or occurrence of such an investigation unless required by law.

All interactive communications (email, chat, discussion boards, etc.), even though intended for a private audience, are subject to public access. Although we reserve the right to remove without notice any

bulletin board posting for any reason, we have no obligation to delete content that you may find objectionable or offensive.

Information and opinions expressed in bulletin boards or other interactive communications are not necessarily those of GCFA. Users alone are responsible for the contents of the messages they communicate when using our services as well as the consequences of any such messages. You represent and warrant that you own or control all rights in and to any content you post to gcfa.org and that all content you post to gcfa.org complies with these Terms of Service.

You agree not to use gcfa.org to:

- upload, post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, pornographic or sexually explicit, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable to GCFA.
- upload, post, email, transmit or otherwise make available content that violates laws or regulations designed to protect minors.
- impersonate any person or entity, including, but not limited to, the gcfa.org webmaster, forum leader, guide or host, of falsely state or otherwise misrepresent your affiliation with a person on entity;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through gcfa.org;
- upload, post, email, transmit or otherwise make available any content that you do not have a
 right to make available under any law or under contractual or fiduciary relationships (such as
 inside information, proprietary and confidential information learned or disclosed as part of
 employment relationships or under nondisclosure agreements);
- upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary right ("Rights") of any party;
- upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation.
- intentionally upload, post, email, transmit or otherwise make available any material that
 contains software viruses or any other computer code, files or programs designed to interrupt,
 destroy or limit the functionality of any computer software or hardware on telecommunications
 equipment;
- disrupt the normal flow of dialogue, cause a screen to scroll faster than other users of gcfa.org
 are able to type, or otherwise act in a manner that negatively affects other users' ability to
 engage in real time exchanges;
- interfere with or disrupt gcfa.org or servers or networks connected to gcfa.org, or disobey any requirements, procedures, policies or regulations of networks connected to gcfa.org;
- intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange

Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;

- stalk or otherwise harass another, or
- collect or store personal data about other users.

GCFA does not condone copyright infringement and will not tolerate such infringement by its users. Accordingly, GCFA may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who may be infringing the intellectual property rights of others.

We may modify or discontinue of services or your account with us, with or without notice, without liability to you, any other user or any third party. We reserve the right to terminate your account if we learn that you have provided us with false or misleading registration information, interfered with other users or the administration of GCFA's services, or violated these Terms of Service.

You understand and agree that GCFA's services are provided AS-IS. GCFA assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF GCFA'S SERVICES ARE AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF GCFA'S SERVICES IS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

EXCEPT AS EXPRESSLY SET FORTH ON OUR SITES, GCFA DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND IT MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF GCFA'S SERVICES, REGARDING THE ACCURARCY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH GCFA'S SERVICES OR THAT GCFA'S SERVICES WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

GCFA WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE GCFA'S SERVICES, RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTION ENTERED INTO THROUGH GCFA'S SERVICES, RESULTING FROM LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSIONS OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF GCFA HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

You agree to indemnify, defend and hold harmless GCFA, its affiliates, officers, directors, employees, consultants and agents from any and all third party claims, liability, damages and/or costs (including, but

not limited to, attorney's fees) arising from your use of our services, your violation of the Terms of Service or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity. The Terms of Service will inure to the benefit of GCFA's successors, assigns and licensees.

These Terms of Service will be governed by and construed in accordance with the laws of the State of Tennessee. Any action brought to enforce this agreement or matters related to the site shall be brought in either the state or federal courts of Tennessee. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms of Service to be unenforceable, the remainder to the Terms of Service will continue in full force and effect.

These Terms of Service constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of the Terms of Service will be effective only if in writing and signed by GCFA.

Intellectual Property Permissions

Except as otherwise expressly permitted under copyright law, you agree not to reproduce, retransmit, disseminate, sell, distribute, publish, broadcast or circulate the information received through gcfa.org to anyone, including, but not limited to, others in the same company or organization, without the express prior written consent of GCFA.

If you believe that content you own has been copied and made accessible in a manner that violates your intellectual property rights, please notify us immediately. You may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our designated agent, Leticia Mayberry Wright at 1 Music Circle North, Nashville, TN 37203 or lmayberrywright@gcfa.org with the information required in 17 U.S.C. § 512(c)(3). In appropriate circumstances, GCFA will terminate the accounts of repeat infringers.

The GCFA name, GCFA logo and all related names, logos, product and service names, designs and slogans are trademarks of GCFA, or its affiliates or licensors. You must not use such marks without the prior written permission of GCFA. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

Tax Exempt Status

GCFA is a qualified 501(c)(3) tax exempt organization under Internal Revenue Code section 170.