

MUUC WEBSITE TERMS of AGREEMENT

Effective Date: March 1, 2017
Modified: February 6, 2017
Review Date: July 1, 2018

Introduction

The Terms and Conditions govern your use of this website (melroseuu.org). The Terms and Conditions contain information about Licensing, Acceptable Use, Restricted Access, User Content, Warranties (MUUC makes no warranties), Limitations of Liability, Reasonableness, Other Parties, Unenforceable Provisions, Indemnity, Breaches of these Terms of Agreement, Variation, Severability, Entire Agreement, Laws and Jurisdiction.

By using this website, you (1) have read the Terms and Conditions in full; (2) accept the Terms and Conditions in full.

If you disagree with these Terms and Conditions or any part of these terms and conditions, you must not use this website.

This website uses cookies to identify you when you log into the website. By using this website and agreeing to these terms and conditions, you consent to MUUC's use of cookies.

License to Use the MUUC Website

Unless otherwise stated, the Melrose Unitarian Universalist Church (MUUC) owns the intellectual property rights in the website and material on the website.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not, without written permission from the Board:

1. republish material from this website, including republication on another website;
2. sell, rent or sub-license material from the website;
3. reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
4. edit or otherwise modify any material on the website; or
5. redistribute material from this website, except for content specifically and expressly made available for redistribution.

Acceptable Use

1. Use of the MUUC website must adhere to the principles and values of the MUUC.

2. You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
3. You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.
4. You must not conduct any systematic or automated data collection activities (including without limitation data mining, data extraction and data harvesting) on or in relation to this website without the Board of the MUUC express written consent.
5. You must not use this website to transmit or send unsolicited commercial and/or marketing communications.

Restricted Access

Access to certain areas of this website is restricted to members of MUUC. MUUC reserves the right to restrict access to other areas of this website, or indeed this entire website, at MUUC's discretion.

If MUUC provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

MUUC may disable your user ID and password in MUUC's sole discretion without notice or explanation.

User Content

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

You grant to MUUC approval to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media.

Your user content must not be illegal or unlawful, and must not infringe any third party's legal rights.

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

MUUC reserves the right to edit or remove any material submitted to this website, or stored on MUUC's servers, or hosted or published upon this website.

No Warranties

This website is provided “as is” without any representations or warranties, express or implied. MUUC makes no representations or warranties in relation to this website or the information and materials provided on this website.

MUUC does not warrant that:

1. this website will be constantly available, or available at all; or
2. the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any legal, financial or medical matter you should consult an appropriate professional.

Limitations of Liability

MUUC will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

1. to the extent that the website is provided free-of-charge, for any direct loss;
2. for any indirect, special or consequential loss.

These limitations of liability apply even if MUUC has been expressly advised of the potential loss.

Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

Other Parties

You accept that, as a limited liability entity, MUUC has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against MUUC’s officers, employees, and sub-contractors in respect of any losses you suffer in connection with the website.

Unenforceable Provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

Indemnity

You hereby indemnify MUUC and undertake to keep MUUC indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by MUUC to a third party in settlement of a claim or dispute on the advice of MUUC legal advisers) incurred or suffered by MUUC arising out of any breach by you of any provision of these terms and conditions.

Breaches of these Terms of Agreement

Without prejudice to MUUC's other rights under these terms and conditions, if you breach these terms and conditions in any way, MUUC may take such action as MUUC deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Variation

MUUC may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire Agreement

These Terms of Agreement constitute the entire agreement between you and MUUC in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

Law and Jurisdiction

These terms and conditions will be governed by and construed in accordance with the General Laws of the Commonwealth of Massachusetts, and any disputes relating to these terms and conditions will be subject to the jurisdiction of the courts of the Commonwealth of Massachusetts.